



Maryland

**DEPARTMENT OF
GENERAL SERVICES**

**GENERAL PERFORMANCE
STANDARDS AND
SPECIFICATIONS FOR THE
STATE OF MARYLAND LEASED
FACILITIES**

OFFICE OF REAL ESTATE
7-1-2024

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FOR THE STATE OF MARYLAND
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I. SECTION A. INSTRUCTIONS TO OFFERORS

This solicitation shall be conducted in accordance with the State Finance and Procurement Article of the Annotated Code of Maryland and The Code of Maryland Regulations (COMAR) Title 21. Specifically, the Competitive Sealed Proposal (21.05.03) procurement method will prevail for this specific solicitation. Copies of COMAR, Title 21 may be obtained by contacting the Division of State Documents, 16 Francis Street, Annapolis, Maryland 21401; Toll free 800-633-9657 or on the web dsd.maryland.gov.

Any lease initiated pursuant to this solicitation is tentative and becomes final only upon approval by the State of Maryland Board of Public Works.

Throughout this document the Department of General Services Office of Real Estate may be identified as DGS Office of Real Estate or "DGS ORE."

A. SUBMISSION OF PROPOSALS

1. Proposals shall be submitted on the enclosed forms, properly signed, original only, with its accompanying schedule and attachments, if any, in a sealed envelope and addressed to:

**Department of General Services Office of Real Estate
300 West Preston Street, Suite 601
Baltimore, Maryland 21201**

2. The following documents/forms are included in this Request for Proposal Package are located at www.dgs.maryland.gov:
 - a. General Performance Standards and Specifications for State of Maryland Leased Facilities Sections A through H – Dated 7/2013
 - b. Standard State of Maryland Lease and (DGS Form 680-3, Revised 7/2013)
 - c. Standard State of Maryland Lease General Conditions (DGS Form 680-3A, Revised 7/2013)
3. The documents listed in Paragraph C3 below must be submitted in hard copy format and will be provided upon request.
4. Proposals shall be submitted in the enclosed envelope. In the event an envelope is

not provided or not large enough, any envelope may be used, but must be marked in the lower left corner with the following statement:

**“THERE WILL BE NO PUBLIC OPENING
PROPOSAL DUE (DATE) & TIME 3:30 p.m.
PROPOSAL NUMBER LA-_____”**

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DESIGNATED DATE AND TIME.

B. EXPLANATION OF PROPOSALS AND ADDITIONAL INFORMATION

PLEASE READ THIS ENTIRE DOCUMENT THOROUGHLY AND CAREFULLY, IT WILL BECOME A PART OF THE LEASE AGREEMENT. Additional information desired relative to the meaning or interpretation of conditions or specifications must be requested from the Office of Real Estate, Lease Management and Procurement Division, in writing and with sufficient time allowed for reply before submission date of Proposal. **Oral explanations or instructions are not binding.**

C. PROPOSAL DETAILS

1. Offerors shall supply all data required on the enclosed forms. Initial proposals shall be typewritten or in ink. Addendums or additional information shall be in email format.
2. Erasures on or changes to the forms must be initialed by the person signing the Proposal.
3. Proposals must include the following documents. Failure to include the documents will render the Proposal non-responsive and the Proposal will be rejected.
 - a. Proposal Form "Offer to Lease Space" (DGS 680-2)
 - b. "Offeror Affiliation and Identifying Data" (DGS 680-4)
 - c. Bid/Proposal Affidavit
 - d. Transit Oriented Development Certification and Map
 - e. Tier I and/or Tier II Environmental and Energy Efficiencies and Attributes or LEED Certification Documentation.
4. Upon the closing date for receipt of Proposals the Procurement Officer may initially classify the Proposals as:
 - a. Reasonably susceptible for award; or
 - b. Not reasonably susceptible for award.
 - c. Proposals judged by the Procurement Officer to be non-responsive or not

reasonably susceptible for award shall be so notified.

5. Basic information on Proposals reasonably susceptible for award shall be submitted to the occupying Agency.
6. All initial Offerors shall be required to submit two (2) copies of an accurate "as is" floor plan (or if a Proposal for a new, uncompleted structure is submitted, the design floor plan) of the area(s) offered for lease by the State. Plans shall be provided in hard copy format. It is preferred that such drawings be submitted with the initial Proposal. The drawings need not be enclosed within the sealed envelope but must be submitted with the proposal. It is also preferred that all plans submitted for consideration should include existing conditions, all exit stairs, elevators, and the space(s) being offered to the State.
7. The occupying Agency with a Department of General Services Office of Real Estate representative shall endeavor to inspect all sites initially classified as reasonably appropriate for award.
8. After the inspection, the occupying Agency shall submit comments to the Department of General Services Office of Real Estate and rate sites accordingly. The Department of General Services Office of Real Estate acting in accordance with the occupying Agency shall rank sites for preliminary evaluation purposes.
9. The Procurement Officer will prepare a preliminary evaluation for each Proposal reasonably susceptible for award.
10. Negotiations and clarifying discussions will be conducted with the Offeror of each site reasonably appropriate for award ("Qualified Offeror") as follows:
 - a. Each qualified Offeror will be contacted and notified of its offer's merits, as well as any changes in specifications from DGS ORE. Specific scores or ranking will not be discussed. The Procurement Officer may limit discussions and negotiations to only those Offerors who submitted the 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.
 - b. The Procurement Officer may establish a maximum fair market rental rate for each premises offered and, after price negotiation, may reject as unacceptable any Proposal that exceeds the established maximum fair market rental rate.
11. A written Best and Final Proposal may be solicited from selected qualified Offerors. The State reserves the right to make the award to someone other than the highest point score, when in the opinion of the Secretary, Department of General Services, the award to an Offeror with other than the highest score is in the best interest of the State.
12. A due date and time for the submission of the Best and Final offer will be specified. Failure to submit a final Proposal will not disqualify an Offeror and its previous Proposal shall be construed as the Best and Final Proposal. The Best and Final should

be submitted as a hard copy and will need to be delivered and stamped as received at the above referenced DGS ORE prior to the deadline for the offer to be considered. DGS Office of Real Estate may establish an e-mail submission policy for submission of Best and Final Proposals.

13. After Best and Final Proposals have been evaluated and the best option for the award identified, the Procurement Officer (or official designee) may conduct further discussions and negotiations with that Offeror to permit the State to obtain the best lease terms, including price, conditions, and services, subject to the requirement that any modification of the apparently successful Proposal be in the best interest of the State. If negotiations and Best and Final Proposals fail to result in market lease terms the Procurement Officer may solicit additional Proposals directly without re-advertising.
14. Recommended awards will not be binding until approved by the Maryland State Board of Public Works.

D. PROPOSAL ECONOMICS

1. Fixed rental rates must be submitted for the initial term.
2. Cost-plus Proposals shall be considered nonresponsive.
3. Rent structures from Proposers may include annual “pass-thru” operating expenses over a base year for cleaning/janitorial and real estate taxes. The base year for such pass-through expenses shall be the first year of full occupancy of the lease term. CPI escalations will not be honored. Ice and snow removal annual reimbursements shall be limited to sidewalks and parking areas on a dollar-for-dollar basis for the actual percentage of State occupancy. All other operating expenses must be included in the base rent that is proposed. Proposers must be able to deliver the State’s space separately metered for utilities (the State will be paying for utilities directly with its suppliers).
4. Proposals must include cleaning/janitorial services and be in compliance with Section H. Proposals must additionally include either 24 previous months actual cost for utilities on a per square foot basis or an estimated cost of utilities on a square foot basis obtained from the local utility company.
5. Fixed, automatic increases/decreases (i.e.: \$0.25 per annum increase or decrease) may be requested. However, the average cost per square foot per annum will be used for evaluation purposes.
6. Proposers should consider carefully the agency user details for this procurement included in the RFP. If possible, DGS ORE will provide the detailed space requirements for the agency use and procurement that provides preliminary details on space build out.
7. Offerors may propose an alternate Proposal in the space provided on Form DGS 680-2. When an alternate Proposal is offered, the Proposal evaluated will be based on the Proposal which is deemed to be most advantageous to the State of Maryland

by the Department of General Services.

8. *Maximum Rent Provision.* Restrictions imposed by the State Finance and Procurement Article, of the Annotated Code of Maryland, Title 12-205 limit the amount of annual rental (excluding expenses) which may be paid to fifteen percent (15%) of the fair market value of the rental premises. The Offeror certifies, by submitting, that the proposed rental is within this limitation. The rental will be reduced accordingly if it is determined by the State of Maryland that the rental exceeds the limitation. Appraisals may be required in support of that determination. Therefore, the Offeror shall make available to the State for appraisal purposes any pertinent information which is in its possession.
9. It is mandatory that the State enter into a lease that is considered an “operating lease” as determined by the IRS standards and requirements.
10. All State of Maryland leased locations must be within a Priority Funding Area (PFA) and consistent with Smart Growth and Transit Oriented Development (TOD) strategies.
 - a. Smart growth concentrates new development and redevelopment in areas that have existing or planned infrastructure to avoid sprawl. Smart growth is sustainable and is characterized by compact, transit-oriented, bicycle-friendly land use, with neighborhood schools, walkable streets, mixed-use development and a wide range of housing choices. Its purpose is to conserve valuable natural resources through the efficient use of land, water and air; create a sense of community and place; expand transportation, employment, and housing choices; distribute the costs and benefits of development in an equitable manner; and promote public health.
 - b. Smart Growth has four straightforward goals:
 - i. Support existing communities by targeting resources to support development in areas where infrastructure exists.
 - ii. Save our most valuable natural resources before they are forever lost.
 - iii. Save taxpayers from the high cost of building infrastructure to serve development that has spread far from our traditional population centers; and
 - iv. Provide Marylanders with a high quality of life, whether they choose to live in a rural community, suburb, small town, or city.
12. Transit-Oriented Development (TOD) is a land use strategy intended to promote efficient use of land and transportation infrastructure. TODs are places of relatively higher density, pedestrian-friendly development with a mix of land uses located within an easy walk of a bus or rail transit center. While TOD has been a widely understood planning and real estate development concept nationally, it is an important part of Maryland’s strategy to address sprawl, environmental issues, and traffic congestion. In 2008, the legislature adopted a definition of TOD. As defined in

statute, a TOD is: "a dense, mixed-use deliberately planned development within a half-mile of transit stations that is designed to increase transit ridership."

Please review the Maryland Department of Planning and Plan Maryland web sites for additional information – Plan.Maryland.gov and MDP.Maryland.gov.

E. SELECTION CRITERIA

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 have 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 for 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 as being within a 2-block radius of another State agency.
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 have 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. **Janitorial 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:**

- i. The three main operating expenses Landlords can pass through to the State are janitorial, utilities, and real estate taxes. 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

3. **Proposal Evaluation Methodology**

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

<u>TECHNICAL EVALUATION 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 (*only for Baltimore City)	15
Total Maximum Technical Score for Baltimore City	145
Total Maximum Technical Score for Counties	130
<u>FINANCIAL EVALUATION CRITERIA</u>	<u>POINTS</u>
NET EFFECTIVE RENT	85
<u>SERVICES</u>	<u>POINTS</u>
TURNKEY BUILD-OUT	10
JANITORIAL SERVICES PROVIDED BY LANDLORD	5
NO PASS THRU COSTS	15
(JANITORIAL 5 pts./RET 5 pts./UTILITIES not separately metered 5 pts.)	
<u>STATE ENERGY INITIATIVES</u>	<u>POINTS</u>
LEED CERTIFIED GOLD	30
LEED CERTIFIED SILVER	25
TIER II ENVIRONMENTAL & ENERGY EFFICIENCY	15
TIER I ENVIRONMENTAL & ENERGY EFFICIENCY	5
Total Maximum Financial Score	145
<u>TOTAL of TECHNICAL AND FINANCIAL POINTS</u>	275 - 290
*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.	

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

F. RECEIPT OF PROPOSALS AND CONFIDENTIALITY

1. *Receipt of Proposals.* The identity of an Offeror may not be disclosed before contract award. Proposals may not be opened publicly, but shall be opened in the presence of two (2) State employees and/or designated State contractors (CBRE/Birch Advisors). Proposals and modifications shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection only after the award of the contract. Proposals and modifications shall be shown only to State employees having a legitimate interest in them.
2. Release of vital information by an Offeror shall disqualify that Offeror from participation in this solicitation.
3. Release of vital information by a state employee may render the entire solicitation void. If information is released, the Procurement Officer shall consider all the facts and render a determination whether to discontinue the solicitation process or to continue the process and, if so, what action to take to ensure equity for all Offerors. The Procurement Officer's decision will be final.

G. BINDING AND IRREVOCABLE PROPOSAL

Proposals and Best and Final Proposals are binding and irrevocable for a minimum of 90 days following the submission closing date. Offerors may commit for longer periods. The Offeror who receives notice of preliminary award shall be bound for 60 days from the date of the notice, to permit the State to obtain Board of Public Works approval for making the final award.

H. AMENDMENT TO SOLICITATION/QUESTIONS REGARDING RFP's

The State reserves the right to amend the solicitation at any time prior to the Board of Public Works approval for making the final award.

1. *Form.* Amendments to the solicitation shall be identified as such and shall require that the Offeror acknowledge receipt of all amendments issued. The amendment shall reference the portion of the solicitation it amends.
2. *Distribution.* Amendments shall be posted on the DGS Office of Real Estate website.

3. *Timeliness.* Amendments shall be posted within a reasonable time to allow prospective Offerors to consider them in preparing their Proposals.
4. *Questions.* Offerors may submit questions via email or facsimile at any time prior to submission to the individuals listed in this solicitation.

I. PRE-OPENING MODIFICATION OR WITHDRAWAL OF PROPOSALS

1. *Procedure.* Proposals may be modified or withdrawn by written notice received at the DGS Office of Real Estate before the time and date set for receipt of Proposals. The written notice may be accomplished through e-mail or facsimile transmission.
2. *Records.* All documents relating to the modification or withdrawal of proposals shall be made a part of the appropriate procurement file.

J. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

(COMAR 21.05.02.10)

1. *Policy.* Any Proposal received at the place designated in the solicitation after the time and date set for receipt of Proposals is late. Any request for withdrawal or request for modification received at the place designated in the solicitation after the time and date set for receipt of Proposals is late.
2. *Treatment.* A late Proposal, late request for modification, or late request for withdrawal may not be considered. Upon the written approval of the Office of the Attorney General, exceptions may be made when a late Proposal is received before contract award, and the Proposal, modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees. A late modification of a successful Proposal which makes its terms more favorable to the State shall be considered at any time it is received and may be accepted upon the written approval of the Office of the Attorney General.
3. *Records.* A record shall be made of each request for late Proposal acceptance, modification or withdrawal which shall be retained in the appropriate procurement file.

K. MISTAKES IN PROPOSALS

(COMAR 21.05.02.12)

1. *General.* Minor irregularities in the Proposals, as defined in COMAR 21.06.02.04, may be waived if the Procurement Officer determines that it shall be in the State's best interest. The Procurement Officer may either give the Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its Proposal or waive the deficiency where it is to the State's advantage to do so.
2. *Mistakes Discovered Before Opening.* An Offeror may correct mistakes discovered before the time and date set for receipt of Proposals by correcting or withdrawing the Proposal as provided in Paragraph I above.
3. *Confirmation of Proposal.* When the Procurement Officer knows or has reason to conclude that a mistake has been made, the Offeror may be requested to confirm the Proposal. Situations in which confirmation may be requested include obvious,

apparent errors on the face of the Proposal or a Proposal unreasonably lower than the other Proposals submitted. If the Offeror alleges a mistake, the Proposal may be corrected or withdrawn upon the written approval of the Office of the Attorney General if any of the following conditions are met:

- a. If the mistake and the intended correction are clearly evident on the face of the Proposal document, the Proposal shall be corrected to the intended correct Proposal. Examples of mistakes that may be clearly evident on the face of the Proposal document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
 - b. An Offeror may be permitted to withdraw a low Proposal if:
 - i. A mistake is clearly evident on the face of the Proposal document, but the intended correct Proposal is not similarly evident; or
 - ii. The Offeror submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.
4. *Mistakes Discovered After Award.* Mistakes may not be corrected after award of the contract except when the Procurement Officer and the head of a procurement Unit make a determination that it is clearly in the State's best interests to do so, or if the intent of the Offeror is clear and can be readily corrected. Changes in price are not permitted. Corrections shall be submitted to and approved in writing by the Office of the Attorney General.
5. *Determination Required.* When a Proposal is corrected or withdrawn, or correction or withdrawal is denied, the Procurement Officer shall prepare a determination showing that the relief was granted or denied in accordance with COMAR regulations.

L. FINANCIAL DISCLOSURE

Vendors, Offerors and Contractors providing leased premises, materials, equipment, supplies or services to the State of Maryland herewith agree to 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 and receives in the aggregate \$100,000 or more during a calendar year shall, within thirty (30) days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5 percent or more of the contracting business.

M. PUBLIC INFORMATION ACT NOTICE

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 of Public Records Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

N. CANCELLATION OR REJECTION OF RFP OR PROPOSAL(S) (COMAR 21.06.02.02)

1. The State reserves the right to cancel this RFP in whole or in part at any time before the date set for receipt of the Proposals.
2. The State reserves the right to reject all Proposals in whole or in part at any time prior to final award.
3. The State reserves the right to reject any individual Proposal in whole or in part when it is fiscally advantageous or otherwise in the best interest of the State to do so.

O. DEBRIEFING OF UNSUCCESSFUL OFFERORS

1. Unsuccessful Offerors will not be automatically notified of their non-selection for award. Offerors may assume that they have not been granted the award if no notice of recommendation for award is received within 90 days of the date set for receipt of Proposals.
2. Unsuccessful Offerors shall be debriefed upon their written request submitted to the Procurement Officer within a reasonable time. Debriefings shall be provided at the earliest feasible time after the contract award and shall be conducted by a procurement official familiar with the rationale for the selection decision and contract award. The content of the debriefing shall be determined at the sole discretion of DGS.

P. ACCEPTANCE OF SPACE

Space shall be considered accepted only upon issuance of DGS Form 680-5 (Acceptance of Space).

Q. DEVIATIONS

Proposals will be construed to be in full and complete compliance with the terms, provisions and specifications of the solicitation, unless the Offeror clearly describes any deviation from the solicitation in the Proposal and the deviation is accepted by the Procurement Officer in writing.

R. ARREARAGES NOTICE

By submitting a response to the 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, unemployment insurance contributions, reimbursement payments and interest not barred by limitations, and that it shall not become so in arrears during the term of the contract, if selected for contract award.

S. DRUG AND ALCOHOL-FREE WORKPLACE COMPLIANCE

By submitting a response to the solicitation and completion of the Bid/Proposal Affidavit, an Offeror warrants that it shall comply with COMAR 21.11.08 "Drug and Alcohol-Free Workplace" and that it shall remain in compliance throughout the term of the contract, if selected for contract award.

T. SMOKE FREE ENVIRONMENT

Smoking is not permitted in State Leased facilities. However, the Lessor must provide a designated smoking area no closer than 25 feet to any entrance.

U. RECYCLING PARTICIPATION

Offerors are advised that the contract award is subject to the provisions of Section 9-1706 et.seq. of the Environmental Article, Annotated Code of Maryland (Recycling Plan for State Government) requiring participation in applicable State Recycling plans and making provision for the collection and disposal of recyclable materials. In addition, DGS is requiring that Offerors comply with the provisions for the Storage and Collection of Recyclables under the most current applicable version of the LEED rating system. The overall recycling program within the offered space and the building as a whole will be evaluated within the context of LEED elements. Offeror is required to supply within the building a sufficient quantity of designated containers for recyclable materials collection and indicate that Offeror has contracted with a company that provides proper recycling of the collected recyclable materials.

V. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE MARYLAND BUILDING PERFORMANCE STANDARDS

Contract award and the State's acceptance of rental property shall require Offeror's compliance with the provisions of The Americans with Disabilities Act of 1990 (42 United States Code Section 12101 et seq.), and the Maryland Building Performance Standards, Public Safety Article, Section 12, Subtitle 5 of the Annotated Code of Maryland.

W. ENERGY MANAGEMENT EFFICIENCY AND CONSERVATION

1. The State of Maryland is seeking **HIGH PERFORMANCE ENERGY EFFICIENT LEASED SPACE**. It is the policy of the State that leased space should be designed, constructed and/or retrofitted to minimize the cost to the State and achieve the most efficient use of energy resources in the operation and maintenance of leased space. Energy conservation planning is a dynamic process. State Units must continue to identify and implement cost effective energy conservation measures. Offerors should give specific attention to the identification of those portions of their Proposals that afford energy savings and efficiency in the space being offered. Methods to achieve energy and cost savings include, but are not limited to:
 - a. The installation of energy star fixtures and energy efficient lighting systems, which make use of "state of the art" technologies that provide energy efficiency.
 - b. The installation of energy efficient heating, ventilation, and air conditioning (HVAC) systems which meet or exceed the latest energy efficiency standards as outlined in LEED reference guides or local codes, whichever is more stringent.
 - c. Modification of HVAC and other systems operations through the use of appropriate thermostatic controls and energy management systems to create higher efficiency and meet LEED prerequisite requirements.
 - d. The installation of water conservation devices and hot water energy conservation measures that reduce water consumption by percentages outlined in LEED reference guides.

- e. Air Infiltration Reduction.
 - f. Improvements to the thermal envelope through insulation as well as window and door treatments.
 - g. Energy efficient windows - double pane and low E.
2. DGS reserves the right to consider the use of existing systems as part of the green building criteria as outlined in LEED reference guides.
 3. The offer shall:
 - a. be for space located in a quality building of sound and substantial construction as described in this RFP.
 - b. have the potential for an efficient layout.
 - c. be within the square footage range to be considered; and
 - d. be in compliance with all of the State of Maryland 's minimum requirements set forth herein.
 4. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the State of Maryland. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
 - a. Narrow column spacing.
 - b. Atriums, light wells, or other areas interrupting contiguous spaces.
 - c. Extremely long, narrow runs of space.
 - d. Irregular space configurations; or
 - e. Other unusual building features.
 5. If the test fit layout demonstrates that the State of Maryland's requirement cannot be accommodated within the space offered this Proposal may be disqualified at the discretion of the State.
 6. As part of this space requirement, the State of Maryland will require use of part of the building roof for the installation of antenna(s) at no cost.

X. PUBLIC TRANSPORTATION

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

Y. BROKER COMMISSION

1. The Offeror shall be responsible for paying all real estate commissions due in connection with the consummation of this Lease.
2. For purposes of this RFP/Lease, the real estate firms of CB Richard Ellis and Birch Advisors, LLC are the authorized representatives of the Department of General Services Office of Real Estate and are providing Lease Acquisition Services to the Department of General Services Office of Real Estate in connection with this transaction. It is understood between Offeror and the Department of General Services Office of Real Estate that CB Richard Ellis and Birch Advisors, LLC (CBRE/Birch Advisors) has provided Lease Acquisition Services on behalf of the Department of General Services Office of Real Estate to assist in the completion of this transaction.
3. In connection with the provisions of such Lease Acquisition Services and in the event of consummation of a lease agreement between Offeror and DGS/ORE, Offeror will pay a commission or lease acquisition fee to CBRE/Birch Advisors in the amount of a percentage equal to four percent (4%) of the total contract value of the lease term attributable to the first half of the lease term and two percent (2%) of the total contract value of the lease term attributable to the second half of the term including base rent, fixed rental increases or escalations as annualized. The total contract value that will be used to determine the commission will be established based on the final lease documents upon lease execution or as amended thereof. Such commission or lease acquisition fee shall be due and payable, as follows:
 - a. The commission or lease acquisition fee shall be paid to CBRE/Birch Advisors within thirty (30) calendar days following lease execution between Offeror and State of Maryland; and
 - b. The Offeror's responsibilities to pay the commission(s) or lease acquisition fee is independent of and in addition to any other Offeror financial responsibilities of this Lease and shall not be used to negotiate or offset any credits owed State of Maryland by the Offeror.

END OF SECTION A

II. SECTION B. GENERAL

A. PURPOSE

To provide leased real estate facilities which incorporate High Performance Energy Efficient Green Building strategies and processes to install products, components, and systems to improve building performance by significantly reducing energy consumption and water usage, increasing facility flexibility and improving user comfort and satisfaction for State Agencies. LEED Silver rating commercial interior is not required, but desired.

B. INTENT

It is the intent of the following standards to describe the total scope of the project. This description is not intended as a substitute for a complete design/construction document or to eliminate the developer or contractor's need for independent analysis of conditions or requirements. The State specifically disclaims any unverified accuracy of this data.

1. The Lessor and Lessee agree that specification changes necessary to utilize effectively a specific facility may be made, provided that any such substitution, changes or work are agreed to in writing by the Lessor and the Lessee.
2. When submitting Proposals, Offerors should base the Proposals on the State using the maximum amount of partitioning, electrical outlets, etc. as specified. Payments for excess fit-up items, if properly documented, will normally be made in one lump sum upon billings received after delivery of the premises.
3. Deficiencies in one item may be used to offset excesses in other items on a cost-for-cost basis.
4. Billings for payment of excesses or credits granted for deficiencies must be reviewed by the Lease Management and Procurement Division before payment or refunding action is taken.
5. Offerors shall specify the per item (per door, per linear foot, etc.) cost of each item listed below which will be charged or credited to the State for excesses or deficits to the required amount.

C. PROJECT / CONSTRUCTION PROCESS AND ACCEPTANCE OF TENANT IMPROVEMENTS

1. The project / construction process shall commence upon lease award, unless otherwise expressly agreed by the Offeror and the State as stated in the lease. The schedule shall be divided into eight task components in the following sequence:
 - a. The generation of the design intent drawings.
 - b. The Department of General Services Office of Real Estate's approval of the design intent drawings.

- c. The Offeror's generation of construction drawings.
- d. The State's review and approval of the construction drawings.
- e. Submission of Tenant Improvement (TI) budget.
- f. Approval of the Construction Drawings and TI budget:
- g. The Offeror's construction of the subject leased area; and
- h. The State's acceptance of the Offeror's construction.

Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the Department of General Services Office of Real Estate. During the construction schedule, the State may request regularly scheduled progress meetings and request that the Offeror keep and distribute meeting minutes of discussion topics and attendance. During design and construction, the Offeror may discover instances where the State's directives conflict. In such cases, the Offeror shall immediately notify the Department of General Services Office of Real Estate so that the State may issue a determination as to how to proceed beyond the building shell.

2. Design Intent Drawings:

- a. *Preparation.* The Offeror shall prepare, as part of shell rent, and provide to the Department of General Services Office of Real Estate, for the Department of General Services Office of Real Estate's approval, design intent drawings detailing the Tenant Improvements to be made by the Offeror within the demised area. The State shall use best efforts to coordinate the provision of such information and details as required by the Offeror's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of furniture locations and telephone and data outlet types and locations. Design intent drawings shall be due from the Offeror promptly after BPW approval.
- b. *Review.* The Department of General Services Office of Real Estate retains the right to review, approve, and request modifications (if necessary) to the Offeror's design intent drawings prior to the Offeror's commencement of working/construction drawings. The Department of General Services Office of Real Estate's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the RFP and the agency's needs as they apply to the specific leased space. The Department of General Services Office of Real Estate shall perform all reviews of design intent drawings within ten (10) business days of receipt of such from Offeror. Should the State require that modifications be made to the Offeror's design intent drawings before approval can be granted, the Department of General Services Office of Real Estate shall state as such in writing to the Offeror, and the Offeror shall have ten (10) business days to cure all noted defects before returning the design intent drawings to the Department of General Services Office of Real Estate for a subsequent review. Upon approval of the design intent drawings, a notice to

proceed shall be transmitted to the Offeror, and the Offeror shall commence working/construction drawings for the space. At the sole discretion of the Department of General Services Office of Real Estate, the Offeror may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within ten (10) business days of the Department of General Services Office of Real Estate's request.

3. *Working/Construction Drawings.* The Offeror shall prepare, as part of the Tenant Improvement, final working/construction drawings for the improvements illustrated on the Department of General Services Office of Real Estate approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Department of General Services Office of Real Estate demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Department of General Services Office of Real Estate approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Offeror's working/construction drawings shall be due to the Department of General Services Office of Real Estate within twenty (20) business days of the Department of General Services Office of Real Estate's approval of the design intent drawings. Working/construction drawings shall clearly identify:
 - a. Tenant Improvements already in place and
 - b. the work to be done by the Offeror or others.
4. *Review of Working/Construction Drawings.* The Department of General Services Office of Real Estate retains the right to review, and request modifications (if necessary) to, the Offeror's construction documents prior to the Offeror's commencement of interior construction. The Department of General Services Office of Real Estate review of the construction documents is limited to the construction documents' conformance to the specific requirements of the RFP and to the approved design intent drawings. The Department of General Services Office of Real Estate shall perform all reviews of construction documents within ten (10) business days of receipt of such from the Offeror. Should the Department of General Services Office of Real Estate require that modifications be made to the Offeror's construction documents, the Department of General Services Office of Real Estate shall state such in writing to the Offeror, and the Offeror shall have five (5) business days to cure all noted defects before returning the construction documents to the Department of General Services Office of Real Estate for a subsequent review. Upon complete review for conformance of the construction documents to the design intent drawings, the Offeror shall obtain the necessary permits. Notwithstanding the Department of General Service Office of Real Estate's review of the construction documents, the Offeror is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Department of General Services Office of Real Estate approved design intent drawings. The Offeror shall obtain the necessary permits and may commence

construction of the shell space.

5. *Tenant Improvements Price Proposal.* Within thirty (30) business days of the Department of General Services Office of Real Estate review for conformance of the construction drawings, the Offeror must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals (as described in the “Tenant Improvements Pricing Requirements” paragraph in this section) and for any costs or credits to the State that are beyond the scope of the original RFP and any of its attachments. Any work shown on the construction documents that is base building shall be clearly identified and priced as such.
6. *Approval of Tenant Improvement Budget.* The Department of General Services Office of Real Estate shall review the tenant improvement (TI) budget within ten (10) business days. After negotiation and acceptance of the Tenant Improvements budget and upon approval of Board of Public Works, the Offeror shall commence construction of the Tenant Improvements to be completed in the designated time period.
7. *Construction of Tenant Improvements.* The Offeror shall construct all Tenant Improvements in accordance with the Department of General Services Office of Real Estate approved working/construction drawings and all terms and conditions of the RFP. The Offeror shall furnish a detailed construction schedule (such as Critical Path Method) to the Department of General Services Office of Real Estate within five (5) business days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Department of General Services Office of Real Estate contractors to install telephone/data lines or equipment. The Department of General Services Office of Real Estate reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Department of General Services Office of Real Estate furnished equipment. The Department of General Services Office of Real Estate shall coordinate with the Offeror the activity of the Department of General Services Office of Real Estate contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to the Department of general Services Office of Real Estate officials including, but not limited to, the Department of General Services Office of Real Estate contractors, subcontractors, or consultants acting on behalf of the Department of General Services Office of Real Estate with regard to this project.
8. *Acceptance of Space and the Use and Occupancy Permit.* Ten (10) business days prior to the completion of interior construction, the Offeror shall issue written notice to the Department of General Services Office of Real Estate to inspect the space. The Department of General Services Office of Real Estate shall have ten (10) business days to inspect and to either accept or reject the subject space. Occupancy shall commence within ten (10) business days of acceptance of space.
 - a. Substantially completed space will be accepted by the Department of General Services Office of Real Estate subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted. Should the Department of General Services Office of Real Estate reject the Offeror’s space as not substantially complete as defined herein, the Offeror shall immediately

undertake remedial action and when ready shall issue a subsequent notice to inspect to the Department of General Services Office of Real Estate.

- b. The Offeror shall provide a valid Use and Occupancy Permit issued by the local jurisdiction, for the intended use of the Department of General Services Office of Real Estate and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.
9. *Rent Commencement.* The rent commencement date shall be the date that space acceptance is made by the Department of General Services Office of Real Estate as delineated on DGS 680-5 "Acceptance of Space". Any rental paid by the State prior to actual occupancy shall be less the cost for services and utilities. In any event, the Department of General Services Office of Real Estate will not be required to accept space and commence rent prior to the original date as indicated in RFP.
10. *Lease Commencement.* The Department of General Services Office of Real Estate shall issue a Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date.

D. PROGRESS REPORTS

After the start of construction, the Offeror shall submit to the Department of General Services Office of Real Estate written progress reports at intervals of two (2) weeks. Each report shall include the following:

1. Project Start Date
2. Calendar Day per Contract
3. Calendar Days Used
4. Calendar Days Remaining
5. % Complete
6. Days Adjusted per Delay
7. Completion Date per CPM
8. Variance

Construction Inspections will be made periodically by the Department of General Services Office of Real Estate to review compliance with the RFP requirements and the final working drawings.

E. FLOOR PLANS AFTER OCCUPANCY

1. Paper medium - Within thirty (30) days after occupancy, as-built reproducible floor plans, scaled at 1/8 inch equal 1 foot showing the space under lease as well as corridors, stairways and core areas shall be provided to the Department of General Services Office of Real Estate.
2. Electronic medium – Computed aided design drawing (CADD) file of as built floor plans showing the space under lease as well as corridors, stairways and core areas shall be provided to the Department of General Services Office of Real Estate.

F. PERMITS

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

G. CONSTRUCTION COSTS

The Lessor shall include within the proposal, and at no additional expense to the Lessee, all consultant and commissioning fees, testing services, permit fees, utility connection fees, labor and materials, equipment and furnishings that may not be specifically indicated within the contract documents, but can be inferred, that are required to provide and deliver a completed project in compliance with the solicitation.

All work and deliveries shall be delivered by the Lessor to the Lessee in accordance with the best recognized industry trade standards as determined by the Department of General Services Office of Real Estate.

H. RECYCLE CONSTRUCTION AND DEMOLITION WASTE

1. The Lessor's design and construction team shall develop and utilize a construction waste management plan that identifies materials to be recycled and sources for their disposition. This plan must include new construction waste materials, packaging and associated clean-up activities and be approved and monitored by the Department of General Services Office of Real Estate. Validation of said plan to be provided by on-site inspections, copies of bills of lading and invoices.
2. Recycling of all demolition and construction waste shall comply with the requirements of the USGBC.

I. USE OF STANDARD FORM, STATE OF MARYLAND LEASE AGREEMENT

The approved Offeror will be required to execute DGS Form 680-3: Standard State of Maryland Lease Agreement. Prior to execution, the lease will incorporate, as binding conditions of the lease agreement, the requirements, terms and specifications of the solicitation, including all Performance Standards Sections and attachments as well as other provisions agreed upon.

J. TYPE OF SPACE

1. A quality general-purpose, high-performance energy efficient space is required. Space offered must be in a building of sound and substantial construction and shall conform to or be capable of being altered to conform to the requirements set forth herein.
2. The space shall conform to all zoning and code requirements. The successful Offeror shall be responsible for obtaining all Use and Occupancy permits, zoning variances, licenses, etc. at Offeror's sole expense.
3. The State will not invoke any rights it may have under Sovereign Immunity to avoid zoning, code, license, or permit requirements.
4. All space other than ground level offered for lease to the State must be elevator serviced and shall be in compliance, at all times, with the Maryland Accessibility Code, and the 2010 (or most recent accepted) ADA Standards for Accessible Design (U.S. Department of Justice). There will be no exceptions to this requirement.
5. The Department of General Services Office of Real Estate reserves the right to accept or reject below street level space on a case-by-case basis.

K. PROPOSALS

1. The Proposal Form requires quotation on the basis of net usable square foot rate per annum.
2. DGS Form 680-2 requires a quotation based on the dollar amount and rate per net usable square foot. The rate per square foot amount shall be the binding figure and shall be used for evaluation purposes and in determining the annual rent. The annual rent shall be determined by multiplying the rate per square foot times the net usable square footage (as defined in Paragraph N below) measured from the final construction drawings or on-site measurement when the space is delivered.

L. DELIVERY OR CONDITION OF PREMISES

1. The State may at its option occupy the space progressively in suitable units provided such space is ready for use and occupancy as determined by the Department of General Services Office of Real Estate and permitting authority.
2. The space must be delivered ready for use and occupancy as a complete unit or units. Being "ready for use and occupancy" includes, but is not limited to, space being newly painted and in a neat, clean condition, with all mechanical facilities, equipment and fixtures in good operating condition and meeting the specifications contained in the solicitation, including partitions.
3. Lessor shall be responsible for final cleanup of all space, including window washing,

cleaning of all interior and exterior glass, floor waxing and buffing, etc., prior to occupancy by the State.

4. During the process of the work and/or prior to final acceptance of the completed space, the State reserves the right to place in the building any furniture or equipment at locations which will not interfere or inhibit preparation of the space, and such use will be without rental cost to the State. Such an action shall not be construed as evidence of the completion of the work or any portion of it or as an acceptance of the work or any part of it by the Department of General Services Office of Real Estate except as otherwise specified.
5. A Use and Occupancy Permit must be issued by the appropriate authority prior to the physical occupancy of the space.
6. The only valid evidence of acceptance of space is a properly executed DGS Form 680-5: Acceptance of Space.

M. RENTAL PAYMENTS

1. All rental payments under the lease will be made by the Unit occupying the space on a calendar month basis beginning on the first day of the month of the lease term. Rent invoices must be submitted to Accounts Payable at the leased location or Accounts Payable at the Agency Headquarters. Such invoices shall include the words "Rent Invoice," Lessor's Federal Tax I.D. Number or Social Security Number, BPW Approval Date and Item number.
2. Rental payment shall not be paid by the Unit until the entire premises or suitable units thereof have been made ready for use and occupancy, and the Department of General Services Office of Real Estate reserves the right to determine when the space is ready for use and occupancy.
3. In the event the Department of General Services Office of Real Estate elects' progressive occupancy by units, rent will accrue on a prorated basis for the space occupied. Determination of the commencement date shall be made after full occupancy of the space has been completed.

N. DEFINITION OF NET USEABLE SQUARE FEET

"Net Useable Space" is a term meaning the area to be leased for occupancy by the State and/or equipment. It is determined by:

1. Computing the inside gross area of the space by measuring from the normal inside finish of exterior walls, or the room side finish of fixed corridor, shaft wells, lessee room side finish of tenant separating partitions; and
2. Making no deductions for the columns and projections enclosing walls when applicable; and
3. Deducting from the gross area the following spaces inclusive of their enclosing walls:

- a. Restrooms and Restroom Lobbies.
 - b. Stairwells within the leased space.
 - c. Elevators and Escalator Shafts.
 - d. Building Equipment and Service Areas.
 - e. Entrance and All Elevator Lobbies.
 - f. Stacks and Shafts.
 - g. Any corridors or required fire lanes in open areas as mandated by applicable fire codes. "Corridors" shall include only those corridors which are a fixed part of the building structure, and/or building core area as required for access to lobbies, exterior or are required by applicable codes.
 - h. ADA accessible ramps within a programmed space; and
 - i. Vestibules leading from the leased space to the exterior of the building.
4. Space offered for lease to the State must contain the required net useable square foot area (plus or minus 5%) as required by the solicitation, and 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 for more net usable square footage than the amount of net usable square footage 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.

O. PARKING

1. Offerors shall provide, free of charge, a pro rata number of parking spaces prescribed for the building by zoning regulations in effect as of the date of the solicitation, based on the percentage of the total amount of space in the building occupied by Units of the State.
2. In the event Offerors have parking available, even though not required by zoning regulations, Offerors shall indicate the following additional information:
 - a. Whether the parking spaces will be provided free of charge or what the maximum monthly charge per space will be during the lease term, and the number of parking spaces that will be made available. Should the Offeror provide parking spaces to the State at a stated monthly rental rate, then and in that event the State exercises its right of not paying local parking taxes and the Offeror agrees to and at all times shall claim this exemption with respect to parking spaces leased to the State and the rental rate shall be exclusive of any parking taxes.

- b. Whether additional parking will be made available through lease directly to State employees, the number of such spaces available, and the cost per space per month which will be charged to State employees (the State will not be responsible for parking spaces leased directly to State employees).The information requested in this subparagraph [spp. (2)] is for information purposes only and will not be considered as an "award criteria."
- c. Whether bicycle racks and electric powered vehicle charging stations, as required by local zoning or building permit requirement, or provided as a LEED building requirement shall be offered free of charge to the State.

END OF SECTION B

III. SECTION C. BUILDING REQUIREMENTS AND SPECIFICATIONS

A. REQUIREMENTS

1. GENERAL

All space submitted for possible lease to the State shall meet the specifications presented below. Generally, all specifications are mandatory in all space leased, and the costs of meeting those specifications shall be borne by the Lessor. The State will share in some of the costs for a limited amount of the “fit-up” requirements listed in Section F – Interior Construction and Finishes.

2. BUILDING DESIGN AND SYSTEMS INTEGRATION

It is the obligation of the Lessor to provide professional design services to integrate all aspects of the project with the overall approach to integrated building systems and high-performance sustainable design. The following performance standards and services must be achieved in the design and construction or rehabilitation of this project:

- a. *Site.* Sustainable site development which utilizes resources naturally occurring on the site such as solar and wind energy, natural shading, native plant materials, topography, drainage and optimizing use of existing infrastructure and transportation.
- b. *Enclosure.* An enclosure which provides natural ventilation or capable of 100% make up air and day lighting with high performance glazing and glare control device, for at least 25% of the surface area and provides the interior surface temperatures as specified.
- c. *Infrastructure.* The mechanical equipment shall be high efficiency and minimize the production of greenhouse gases and the depletion of ozone.
- d. *Interiors.* The lighting systems shall be split task -ambient with light sensitive, dimming high efficiency electronic ballasts and high efficiency T-5 or T-8 Lamps. LED lighting may be provided as a Lessor expense.
- e. *Materials.* The building shall emphasize the use of materials and furnishing that are non- toxic, no or low-VOC, sustainable, contain high post-consumer recycled content and are recyclable.
- f. *Energy Budget.* The leased space shall consume 40,000 btu/square foot/year or less of primary energy not including plug loads. Provide a detailed calculation report and substantiating support data, using Department of Energy (DOE) or other energy performance software based on ASHRAE Energy Estimating Standards, such as Trane-Trace and Carrier – HAP.
- g. *Lighting Budget.* The leased space shall consume electrical energy for ambient lighting not to exceed lesser of the lighting power densities as listed in latest version of ASHRAE 90.1 or IECC.

- h. *HVAC Equipment.* HVAC equipment must be properly sized to meet temperature requirements. Indoor space temperatures shall be at its occupied setting at the start of each day and maintained for a period of one hour beyond the scheduled close of business.
 - i. *Windows.* The indoor window surface temperature shall not be less than 62°F. when the outdoor temperature is 20°F.
 - j. *Interior Surfaces.* The indoor surface temperature of opaque wall surfaces shall not be less than 70°F. when the outdoor temperature is 20°F.
 - k. *Ventilation.* The ventilation system must provide air to the desk with less than 1000 ppm CO₂ during hours of occupancy.
 - l. *Indoor Temperatures.* The indoor temperature at the workspace shall be at 73°F. +/- 2°F. with building setback capability during non-operational hours. Setback setting to be approved by the Department of General Services Office of Real Estate.
 - m. *Cooling Humidity.* The indoor relative humidity shall not exceed 50% +/- 5% during the cooling season at established design conditions.
 - n. *Heating Humidity.* The indoor relative humidity shall be no less than 25% during the heating season at established design conditions.
 - o. *Archive Humidity.* Archival areas requiring year-round humidity control shall be maintained at specified set point 45% +/- 2% throughout the entire year.
3. **BUILDING COMMISSIONING (For leased spaces over 5,000 net useable square feet – NUSF)**

A commissioning plan shall be adopted by the Lessor during the design phase and carried through post-occupancy evaluation to measure and verify building performance. Building validation will ensure, through documented verification, that all building systems within the facility perform interactively according to the documented design intent and operational needs. The systematic process shall begin in the design phase and last at least one year after occupancy, including the training of operating staff. In addition to testing, adjusting and balancing mechanical systems, functional testing performed by a 3rd Party Certified Commissioning Agent shall be performed to determine how well mechanical, electrical and plumbing systems work together and help identify system deficiencies. Functional testing of equipment and systems will be performed by the lessor as specified in the Request for Proposal to help determine whether the equipment meets operational goals or requires adjustment to increase efficiency and effectiveness. The primary goal of the commissioning is to confirm the system is operating in accordance with the design specifications and to assist the construction team by providing input regarding building systems prior to occupancy. Failure to comply with commissioning requirements will result in a lease violation and rental payments being withheld.

At a minimum, the following systems and equipment shall be commissioned at the commencement of the lease. The Department of General Services Office of Real Estate reserves the right to require additional commissioning of systems equipment on five (5) year intervals.

- a. Air handling units, roof-top air conditioning units, split systems, etc.: 100% with no sampling.
- b. Central chillers, boilers, water heaters and associated support equipment: 100% with no sampling.
- c. Terminal systems, such as exhaust fans, variable air volume boxes, fan coil units, water source heat pump units, etc.: 25% with sampling.
- d. Lighting and lighting controls: 25% with sampling.
- e. Test and Balance Verification Back Check: 5% with sampling.
- f. Plumbing fixtures.
- g. Certification LEED Silver is preferred or High-performance energy efficient that is equivalent to LEED Silver Commercial Interiors.

4. **PROFESSIONAL SPACE PLANNING AND INTERIOR DESIGN SERVICES**

- a. The selected Lessor will be required to provide detailed ***“sealed/certified”*** architectural and engineering plans (inclusive of civil, structural, mechanical, plumbing and electrical) to meet all requirements. It is intended, at no cost to the Lessee, that the Lessor will provide a completed structure with fully- developed interior fittings and features. Lessor shall furnish to the Department of General Services Office of Real Estate for approval complete as-built drawings of the completed structure and interior design.

“Sealed/Certified” drawings shall be required for all projects, even if not required by local building code authority.

- b. The Lessor shall retain professional space planning/interior design services and provide them to the Lessee as a part of this project. These services shall be performed by a licensed architectural design firm fully experienced in all aspects of sustainable design and green architecture practices, particularly in regard to the design, colors and materials, finishes and other interior materials and products. A minimum of three (3) different color schemes shall be provided.
- c. The architectural/engineering firm must have, or exhibit the willingness to learn, the fundamentals of sustainability as it relates to construction, packaging, waste management, human ergonomics, productivity and good interior air quality.
- d. These services are to ensure that the final character and configuration of the

leased space, furnishings, and equipment fully satisfy the functional and aesthetic requirements of the Lessee while meeting all applicable codes and regulations.

5. **CODES AND STANDARDS**

The following codes and standards shall apply to the design and construction of all areas. In the event of conflicting code requirements, the most stringent code must be applied. No grandfathering of any laws, codes or standards will be allowed.

In counties where statutory building codes are in effect, space leased to the State must comply with such codes and the Maryland Building Performance Standards upon delivery and shall be maintained in compliance with such codes, throughout the lease term. Prior to notifying the State of completion of the Demised Premises, the Lessor will obtain all Use and Occupancy permits, completion certificates or other documents and clearances if required by local ordinance. Copies of such documents must be provided to the Department of General Services Office of Real Estate.

- a. The Attorney General has ruled that the State is not subject to certain zoning or use permits in State owned or leased space. However, this exemption will not be invoked.
- b. The Lessor must comply with all applicable federal, state and local code, laws and regulations in effect at the time of procurement. The listing of codes below does not constitute a waiver of any other applicable federal, state or local code, laws or regulations.
- c. In counties where no building codes are in effect, leased space must comply with the following codes as may be amended and updated from time to time.
 - i. The Maryland Building Performance Standards.
 - ii. The NFPA No. 101 Life Safety Code, of latest edition, as interpreted by the State Fire Marshal.
 - iii. State of Maryland Fire Prevention Code, latest edition.
 - iv. Sediment Control Regulations of the State Water Resources Administration (where applicable).
 - v. The National Electric Code of latest edition (NFPA70).
 - vi. Regulations Governing Elevators, Dumbwaiters, Escalators and Moving Walks ANSI-A 17.1 of latest edition, and requirements of the State Department of Licensing and Regulation, Division of Labor and Industry.
 - vii. Regulations governing the recycling of solid waste, Annotated Code of Maryland, Environment Article, Section 9-1706.

- viii. The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et. seq.).
- ix. 2012 IRC – International Residential Code (IRC) 2012 w/ the DHCD modifications (Ref: COMAR 05.02.07).
- x. 2012 IECC – International Energy Conservation Code (IECC) (Ref: COMAR 05.02.07) and ASHRAE 90.1 (latest edition – 2012).
- xi. 2009 IEBC – Maryland Building Rehabilitation Code (MBRC) incorporating the International Existing Building Code (IEBC) 2009 (Ref: COMAR 05.02.07).
- xii. 2009 NFPA 101 Life Safety Code – The State Fire Prevention Code incorporating the (National Fire Protection Association – NFPA 101 Life Safety Code 2009 (Ref: COMAR 29.06.01) including State Fire Marshal modifications.
- xiii. 2012 MAC – Maryland Accessibility Code (MAC) (Ref: COMAR 05.02.02).
- xiv. 2012 IBC – Safety glazing requirements set forth in the IBC 2012, and in the Public Safety Article, Title 12, Subtitle 4, Annotated Code of Maryland (Ref: COMAR 05.02.07) in addition to the Department of Labor Licensing and Regulations (DLLR) requirements.
- xv. 2011 NEC – National Electric Code (NEC) 2011 (Ref: COMAR 05.02.07; Public Safety Article Title 12, Subtitle 6, Annotated Code of Maryland).
- xvi. 2009 IMC – International Mechanical Code (IMC) 2009 with modifications (Ref: COMAR 05.02.07; Business Regulation Article, section 9A-205, Annotated Code of Maryland).
- xvii. 2006 NSPC and 2003 supplement to 2006 MSPC; and NFGC – National Standard Plumbing Code (NSPC_ 2006 illustrated with modifications, 2007 supplement to f2006 National Standard Plumbing Code, National Fuel Gas Code (NFGC), ANSI Z223.1, NFPS 54, 2006, and Liquefied Petroleum Gas Code (LPGC), NFPA 58, 2004 (Ref: COMAR 05.02.07; Business Occupations and Professions Article 12, Annotated Code of Maryland).
- xviii. 2012 IBC – Elevators and conveying systems requirements set forth in the IBC 2012, and in the Public Safety Article, Title 12, Subtitle 8, Annotated Code of Maryland (Ref: COMAR 05.02.07) in addition to the DLLR requirements.
- xix. Local Zoning Ordinances - Latest edition with all amendments.
- xx. The latest revision of ASHRAE/IES Standards 90.1 "Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings." OSHA – Latest edition.
- xxi. ASHRAE 62-2010 or latest edition - Design guide for indoor air quality.

- xxii. NFPA 90.A – latest edition - Installation of Air Conditioning and Ventilating Systems.
- xxiii. The Lighting handbook, Lighting for Offices Chapter - latest edition, by the Illuminating Engineering Society of North America proposed use. The Lessor and the design team should carefully consider lighting standards in concert with available daylight, task/ambient considerations, the use of computer and control strategies to reduce reliance on artificial lighting, for each occupied space.
- xxiv. *Radon Gas Exposure.* Lessor must evaluate the site for radiation level and Radon/Radon Progeny concentration and deal appropriately with results. Results must be provided to the Department of General Services Office of Real Estate prior to occupancy. If at any time during occupancy the Radon/Radon Progeny levels exceed the EPA recommendations, the Lessor shall take immediate necessary corrective action.
- xxv. *Asbestos.* No asbestos insulation or asbestos-based materials may be used in construction. The Lessor hereby agrees to abide by all applicable federal, state, and local regulations regarding the removal or abatement of asbestos. In addition, the Lessor further agrees to protect, indemnify and save harmless Lessee from and against any and all liabilities, losses, damages, costs, expenses, cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of or connected with the presence of asbestos in the premises.
- xxvi. *Zoning.* The facility must be located in an appropriately zoned site and must allow operations as required by the conditions of the lease.
- xxvii. *Flood Plain.* Both site and access must be outside the 100-year flood zone as defined by the Federal Emergency Management Agency, United States Army Corps of Engineers.
- xxviii. *Wastewater and Grey Water.* Any proposed facility must be connected to public sewer and water systems. These systems must have legal and adequate treatment systems and capabilities for the proposed use. The resulting connections and/or utilization of public systems must be in compliance with local, state or federal laws, rules and regulations. The Department of General Services Office of Real Estate encourages the use of bio remedial wastewater treatment facilities and landscape options including grey water use. Use of advanced waste and grey water systems will be considered on a case-by-case basis.
- xxix. *Drinking Water.* Lessor shall provide and maintain hot and cold bottled drinking water dispenser on every floor if testing and treatment of on-site water does not meet drinking water standards.
- xxx. *Sound and Noise Control.* The Lessor shall maintain construction practices and materials to conform to STC ratings in accordance with ASTM E-90- 83, latest edition.

- xxxi. *HVAC/Mechanical Equipment Minimum Requirements.* The Lessor shall furnish all labor, materials, supervision, equipment and services necessary for and reasonably incidental to operation, maintenance, replacement and service of the mechanical systems to provide a safe working environment.
- xxxii. *Indoor Air Quality.* The Lessor shall furnish an indoor air quality testing in accordance with standards established by the Department of General Services Office of Real Estate.
- (a) If it is determined by the Lessee that the air quality is not in accordance with applicable codes or within the parameters of the approved design/construction documents, the Lessor, at no additional cost to the Lessee shall provide a certified indoor air balance and air quality test by an independent certified testing agency.
- (b) If the Lessee has incurred expenses for testing and or professional services to determine indoor air quality due to concerns or complaints, and if such testing finds that the indoor air quality is not in accordance with the design and applicable codes, the Lessor shall reimburse the Lessee for expenses incurred.
- xxxiii. *Maryland Occupational Safety and Health Law.* All space leased by the State must comply with MOSH standards upon delivery.
- d. *Enforcement.* The Department of General Services Office of Real Estate reserves the right to take whatever action is necessary to enforce compliance with applicable codes throughout the term of the lease. Acceptance of the space by the Department of General Services Office of Real Estate does not relieve the Lessor of the responsibility for any defects in the space subsequently found to exist.
- i. Prior to acceptance by the State the Lessor will certify that, to the best of its knowledge, the space meets the requirements of all applicable building codes and acts.
- ii. Provide documentation that a permanent Use and Occupancy Permit has been issued by the governing code authority.
- iii. Submit a Release of Liens that all vendors, sub-contractors and material supplies have received full payment.
- iv. During inspections for acceptance any violations found by the Department of General Services Office of Real Estate will be immediately reported to the Lessor. The Lessor will correct any reported discrepancies prior to acceptance of the space.
- v. During the lease term, any violations found by the Department of General Services Office of Real Estate will be immediately reported to the Lessor. The Lessor will correct any reported discrepancies within 10 business days. If the discrepancy cannot be corrected within ten (10) business days, the reason for the delay and expected completion date will be reported to the Lease Management and Procurement Division.

- vi. Failure to correct will be considered a default of the lease and the Lease Management and Procurement Division will take whatever action it deems necessary or appropriate in each case. Actions taken by the State as a result of Code violations will be in addition to, and not in lieu of, any civil or criminal penalties to which the Lessor may be subject.

6. **STRUCTURAL DESIGN**

The Lessor shall design the required space in accordance with the most recent IBC Building Code structural loading requirements and that the following minimum live loads are provided in all areas of the structure:

- a. Corridors (First Floor): 100 PSF
- b. Corridors above (first Floor): 80 PSF
- c. Lobbies and First Floor Corridors: 100 PSF with concentrated load of 2000 lbs.
- d. Offices: 70 PSF with a concentrated load of 2000 lbs.
- e. File/storage areas: 150 PSF
- f. High density filing system(s): 200 PSF

7. **UTILITIES PAID BY STATE OF MARYLAND**

- a. When a utility, public or private, is to be paid for by a Unit, the Lessor shall at its expense, furnish and install a separate meter for the measuring of each utility consumed in servicing the space leased or for any special purposes, as required in the solicitation. Utility meters so provided shall meter only the State usage for electric and/or gas. No other usage by other occupants of the building shall be recorded on the same meter for the purpose of pro rata payment by the Lessee of utilities consumed.
 - i. The Lessee shall not honor or participate in any existing third-party energy contract.
 - ii. The Lessor shall be responsible for any and all termination costs associated with third party energy contracts.
- b. Utility costs for Water and Sanitary Sewer shall be provided at no cost to the State.

8. **PROVISIONS FOR UTILITY CONNECTIONS**

- a. Lessor shall provide conduit outside building that provides pathways for utilities to be brought into the building for State's use.
- b. Empty conduit with "pull string" shall be available for:
 - i. Telephone

- ii. Data
 - iii. CATV
 - c. The State will not honor any Third (3rd) Party utility agreements for telephone, data and/or CATV services.
 - d. The State shall be responsible for utility cost, as noted in b above, to extend any utility service cables to the building.
 - e. The State, or its selected vendor, shall be responsible for installation of all interior building telephone, data and/or CATV cabling.
9. **ALTERATIONS, REPAIRS, OR IMPROVEMENTS REQUESTED AFTER INITIAL OCCUPANCY**
- a. Any repairs required to the Demised Premises during the lease term will be immediately reported to the Lessor. The Lessor shall be required to promptly complete the repair. The Lessor shall bear the cost of all repairs to the Demised Premises, including, as may be necessary, the costs of moving Lessee's machinery, equipment, furniture and fixtures, except when it can be established that the damage resulted from the carelessness of the Lessee or its employees. The liability for the cost of repairs to damage caused by clients of the State shall be determined on a case-by-case basis. Normally, damage done by clients in areas of the premises not under the control of the State will be borne by the Lessor, whereas damage done in the leased areas will be borne by the State subject to prior approval by the Department of General Services Office of Real Estate.
 - b. During the Lease term, all requests for improvements or alterations to existing space must be negotiated and approved by Lease Management and the Department of Procurement Review Board with the Lessor.
 - i. Where such requests include an increase in the area leased, the provisions of all sections of this document apply. The amounts to be provided by the Lessor will be determined by the amount of increase in leased space, but all or a portion of the alterations may be applied to the existing area. For example, an increase of 1,500 square feet in the leased area requires that the Lessor provide 150 lineal feet of partitioning, one door per 25 lineal feet of partitions, etc. All, or a portion of, that partitioning may be applied to the existing space.
 - ii. The cost of alterations or improvements to the existing leased space which do not include an increase in the area leased will be borne by the Unit.
 - c. All materials used in State leased space must be of commercial grade and finish acceptable to the Department of General Services Office of Real Estate.
 - d. The Department of General Services Office of Real Estate:
 - i. Reserves the absolute right to reject any existing finishes and/or materials in

the Demised Premises.

- ii. Requires all wall surfaces to be finished with no exposed masonry.
- iii. Requires that all buildings consisting of more than one floor level having wood structure (floors columns, walls etc.) must be equipped throughout the building with an automatic fire sprinkler system.

10. MARYLAND OCCUPATIONAL SAFETY AND HEALTH ACT (MOSHA)

All space leased by the State must comply with MOSHA standards upon delivery.

- a. MOSHA standards may not be waived except as provided for in the rules themselves. The responsibility for compliance with MOSHA standards or for correcting MOSHA violations will be the responsibility of the Lessor and/or the Unit, depending upon the specific nature of the violation.
 - i. All MOSHA standards pertaining to buildings structure, fixtures, machinery, environment or equipment shall be the responsibility of the Lessor.
 - ii. All MOSHA standards pertaining to training of personnel, office furniture, machinery or equipment owned by the State, personnel safety, equipment, tools, etc., shall be the responsibility of the Unit.
 - iii. When violations of the standards are found for which responsibility is not clear, the Lease Management and Procurement Division will review the specific case and determine responsibility. The decision of the Lease Management and Procurement Division will be final.
- b. *Enforcement.* The Lease Management and Procurement Division or Unit reserves the right to take whatever action is necessary to enforce compliance with MOSHA standards throughout the term of the lease. Acceptance of the space by the Lease Management and Procurement Division or Unit does not relieve the Lessor of the responsibility for any MOSHA violations in the space subsequently found to exist.
 - i. Prior to acceptance by the State the Lessor will certify that, to the best of its knowledge, the space meets the requirements of all MOSHA Standards.
 - ii. During inspections for acceptance any MOSHA violations found by the Lease Management and Procurement Division or Unit personnel will be immediately reported to the Lease Management and Procurement Division and the Lessor. The Lessor will correct any reported discrepancies prior to acceptance of the space.
 - iii. During the lease term, any MOSHA violations found by the Lease Management and Procurement Division or Unit personnel will be immediately reported to the Lease Management and Procurement Division and the Lessor. The Lessor will correct any reported discrepancies within ten (10) business days. If the discrepancy cannot be corrected within ten (10) business days, the reason for the delay and expected completion date will be reported to the Lease Management and Procurement Division.

- iv. Failure to correct MOSHA violations will be considered a default of the lease, and the Lease Management and Procurement Division will take whatever action it deems necessary or appropriate in each case. Actions taken by the State as a result of MOSHA violations will be in addition to, and not in lieu of, any civil or criminal penalties to which the owner may be subject.

11. FACILITIES FOR THE DISABLED

- a. All space offered for lease to the State must comply with the provisions and specifications contained in The Maryland Accessibility Code and the 2012 ADA Standards for Accessible Design (U.S. Department of Justice) Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq. or most current version) (ADA) upon delivery.
- b. Space which currently does not comply may be submitted on the premise that the necessary renovations to bring the building into compliance will be completed before delivery of the space.
- c. *Enforcement.* Space leased by the State will be inspected for compliance with ADA. Acceptance of the space by the State does not relieve the Lessor from correcting discrepancies to ADA requirements subsequently found to exist.

12. ENERGY MANAGEMENT SYSTEM

- a. New construction, major renovations and space “change in use”, for all leased space shall utilize energy efficient lighting, equipment, controls and construction methods in compliance with the International Energy Conservation Code as referenced in Section C, Paragraph 5.
- b. HVAC controls shall be electronic or direct digital control type capable of occupied/unoccupied setback, unoccupied override, with ability for user adjustment of space temperature settings.

B. SPECIFICATIONS

1. GENERAL

- a. In addition to the code and safety specifications stated in the previous sections of this schedule, the following specifications must be provided:
 - i. Normally, the Offeror will be required to perform all the listed work in accordance with the layout and specifications submitted by the State. Costs are, for the most part, borne by the Offeror; but, as stated below, some costs for work in excess of the listed requirements will be borne by the State.
 - ii. The State reserves the right to negotiate rental rates based on acquiring the space “as is” with any or all Offerors. Initial proposals, however, shall be submitted based on the specifications listed in this Section.
 - iii. The State reserves the right to require the successful Offeror to perform additional renovation work at any time during the lease term. Any renovation work requested after lease commencement shall be paid for by the State.

Such renovations must be approved by the Department of General Services Office of Real Estate prior to commencement of the work.

- iv. Lessors offering renewal of an existing lease under the solicitation shall not be required to perform the work listed in this paragraph (Additional Specifications) but shall base its Proposal on the following:
 - (a) The space shall be modified as necessary to comply with the specifications of Paragraphs 1 through 6 of this Section.
 - (b) All paintable surfaces within the leased premises shall be painted in colors selected by the Unit and approved by the Department of General Services Office of Real Estate.
 - (c) The Offeror shall specify in the remarks section of the Proposal form that its Proposal is based on (a) and (b) above.
 - (d) If the Offeror is submitting a Proposal, pursuant to the solicitation, for renewal of an existing lease plus additional space not currently leased by the State, the space currently leased shall be offered on the basis of (a) and (b) above, and the additional space shall be offered in accordance with the entire specifications.

2. **ALTERATIONS, IMPROVEMENTS, OR REPAIRS FOR INITIAL “FIT-UP”**

The below requirements are basic “fit-up” items which the Lessor must provide at no direct cost to the State (To be included as consideration for the proposed rental rate).

- a. *Lighting.* Modern, diffused, fluorescent electric fixtures shall be provided throughout all office areas to produce and maintain an even illumination level in all occupied spaces, minimum of 40 fc. Illumination levels shall be as per IES Handbook Chapter 32 Lighting for Offices. Design shall be applicable to the 25-65-year-old category. These standards refer to maintained light at desk level. Standard fixture for private offices and open office areas shall be 2’ x 4’ recessed fluorescent, volumetric direct/indirect fixture, unless approved by the State.
- b. *Lighting Controls.* All light fixtures shall be controlled by wall switches conveniently located on columns or walls adjacent to door openings, but in open office areas, not over six fixtures shall be controlled by one switch. In corridors and spaces with more than one entrance, three-way switches shall be provided.

Automatic occupancy sensors shall be used in all rooms and open office areas and spaces having more than one fixture, per latest IECC or ASHRAE 90.1, as applicable. Multiple level controls shall also be provided per these codes/standards. All occupancy sensors shall be dual-technology type.

- c. *Window Covering.* All exterior windows shall be equipped with approved blinds or other window coverings that provide transmission of visible light, provide higher shading coefficients, reduce glare and reduce solar heat gain in the facility. The window covering shall be provided as specified in *Section F: Interior Construction and Finishes, Paragraph L.*

- d. *Floor Load Capacity.* All office areas shall have a minimum live load capacity of 100 pounds per square foot unless otherwise specifically required by this solicitation or identified in Part I of this *Section*.
- e. *Door Signs, Directory Board Service.*
- i. Signage, if furnished by the Unit, shall be installed by the successful Offeror in an approved location adjacent to all exterior and interior office entrances. The successful Offeror will be responsible for furnishing and installing signs to indicate toilets, closets, stairways, etc.
 - ii. Glass-enclosed changeable letter directories of the wall mounted or upright type with lock, shall be provided by the Lessor in the main lobby areas in multi-tenant buildings as well as in leased space where the State is the sole tenant.
 - iii. *Outdoor Site Signage.* If a site sign exists for the building and lists multiple tenants, the Lessor shall provide identification of the Lessee at no additional cost.
- f. *Painting.* Immediately prior to State occupancy, the walls, ceilings, partitions, and trim shall be newly painted or otherwise finished with materials and colors satisfactory to the Department of General Services Office of Real Estate.
- g. *Ceilings.* The acceptable ceiling height shall be nine (9') feet; however, the Department of General Services Office of Real Estate, under certain conditions, reserves the right to accept a ceiling height other than nine (9') feet. Acoustic ceilings shall have a minimum noise reduction coefficient of .70. Class A fire type is required if acoustic ceilings acceptable to the Department of General Services Office of Real Estate are not already installed.
- h. *Heating. Air-Conditioning and Mechanical Ventilation.* Heating, air-conditioning and ventilation systems are required which are capable of maintaining the temperature at 73° F., + / - 2° F., and maximum relative humidity of 50% +/- 5% during cooling season and no less than 35% during heating season throughout the entire leased premises and service areas, regardless of outside temperatures.

NOTE: This subparagraph pertains to the capability of the system. Actual temperatures to be maintained in the premises are discussed in Schedule D.

- i. *Floor Covering.* The Lessor shall provide seventy five percent (75%) of the demised premises in carpeting and twenty five percent (25%) in alternate vinyl composition tile (VCT) floor covering. Any modification to the above at the request of the agency and the Department of General Services Office of Real Estate will be treated as a debit/credit calculation when determining tenant excess fit-up
- i. The Lessor shall install new carpeting in all rooms except in rest rooms, central duplicating rooms, stairs, designated storage rooms, lunchroom, and other areas excepted by Lessee.

- ii. The carpet will be replaced every ten (10) years at the Lessor's sole expense.
- j. *Tenant Separating Partitioning.* The Lessor shall provide all partitioning separating the State leased space from common areas or other tenants slab to upper floor deck. Such partitioning shall meet minimum code requirements and have a minimum sound transmission class of 50.
- k. *Telephone Access.* Lessor shall furnish all required equipment to provide access for telephone service to the Demised Premises which is not provided as part of the basic charge of installing telephone service by the telephone company (limited only to that equipment which is necessary to permit the installation of lines and instruments for normal office telephone service but not the lines or instruments themselves).
- l. *Custodial Closets.*
 - i. Custodial closets, containing a service sink with hot and cold-water supply and ample storage space for cleaning equipment, materials and supplies shall be provided on all floors and kept in a neat, clean, and orderly fashion at all times.
 - ii. Each custodial closet shall be provided with a floor drain with automatic primer.
- m. *Telephone / Data Closets.*
 - i. The Lessor shall provide and maintain at no cost to the State a dedicated 24/7 cooling unit with no less than 1-ton capacity per closet. If larger capacity unit is required by State, the State shall be responsible for the cost difference between a 1-ton unit and that required.
 - ii. Where a building generator provides backup power to telephone closet loads, the cooling unit shall also be powered by the generator.
- n. *Interior Partitions and Walls.* The partitioning requirements as established in these specifications may be met with existing partitions and walls, provided that, in the opinion of the Department of General Services Office of Real Estate, the location and type of partitions lend themselves to efficient office layout. Low density, combustible fire board materials shall not be used as interior finish. In the event existing partitions are unacceptable to the Department of General Services Office of Real Estate, new partitions must be furnished in accordance with the requirements and standards.
- o. *Lighting Requirements in Excess of IES Recommendations.* In cases where lighting in excess of IES recommendations candles is required the State shall pay for the difference in cost between materials and labor required for the increased capability.
- p. *Electrical and IT Service Outlets.*
 - i. Duplex outlets, floor and wall shall be provided on the basis of one (1) duplex outlets per 200 net usable square feet of space.
 - ii. Each office type room shall have at least one (1) double duplex (quad) electrical outlet.

- iii. Under no circumstances is the wiring necessary for the installation of telephone or electric outlets to be exposed.
- iv. Outlets are to be circuited separately from the lighting with not more than eight such outlets on one circuit and no more than three (3) PC workstations per circuit.
- v. The State may elect locations other than as herein specified provided that the total number of outlets shall not exceed the amount it would otherwise receive if installed as provided above.
- vi. One 208-volt, 30-amp outlet per floor.
- vii. Telephone/Data outlets shall also be provided on the basis of one (1) ring and string outlet for each 100 net usable square feet of space.

END OF SECTION C

IV. SECTION D. MECHANICAL & PLUMBING SYSTEMS CRITERIA

A. HEATING, VENTILATION & AIR CONDITIONING (HVAC)

The supply system shall minimize energy consumption via capacity reductions achieved through integrated building system design and utilize no CFC ozone-depleting refrigerants. Desiccant technology shall be installed at the air handlers for dehumidification to displace latent cooling load. Heat recovery and economizer capabilities must be included in the system. No compressors or electric reheat is permitted for reheating.

HVAC systems design shall be subject to the Department of General Services Office of Real Estate approval and shall include a dual set point system for heating and cooling with direct digital controls and shall be maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by Lessor. Systems shall be inspected and serviced annually and filters quarterly to insure proper balancing and calibration.

1. *Temperatures.* Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature under all conditions for the following areas as noted:

- | | |
|--|----------------------------------|
| a. Office and Public Areas | 73° F +/- 2° F |
| b. Storage Areas | 65° F heated and ventilated only |
| c. Mechanical/Electrical/Utility Rooms | 68° F heated and ventilated only |
| d. Enclosed Loading Dock and/or Garage Areas | 65° F heated only |
| e. Stairs | |
| i. Heated | 65° F (no less than) |
| ii. Cooled | 80° F (no more than) |
| f. Archival Space | 65° F +/- 3° F |
| g. Unoccupied Set Back | |
| i. Heating Season | 65° F |
| ii. Cooling Season | 78° F |

These temperatures are subject to change as directed by the Department of General Services Office of Real Estate.

2. *Humidity.* Humidity shall not exceed 50% +/- 5% RH during the cooling season and shall be no less than 25% during the heating season in all areas that are mechanically cooled and heated. Reduction or elevation of humidity levels will not be allowed to compensate for inadequate building envelope design.

3. *Ventilation.* The ventilation system must provide indoor air quality of not more than 1000 ppm CO₂ while meeting the recommendations of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62., current revision. All air intakes shall be located to preclude the introduction of exhaust air from all exhaust air sources. The use of an economizer package allowing up to 100% outside air is acceptable provided all other conditions of temperature and humidity are met. Increased ventilation and dedicated outside make up air shall be supplied to areas with high indoor air pollution potential which shall be provided with separate air exhausts to the exterior of the building. Exhaust fans shall not exceed a 35 NC factor. These areas include restrooms, lunchrooms, laboratories, copier rooms, service bays, garage areas and other special function spaces as defined by the Lessee.
4. *Filtration.* All heating, ventilation and air conditioning systems shall be a polyester pre-filter of a minimum 2-inch thickness and minimum MERV 8 efficiency installed in the system. The pre-filter shall be installed in the system in a location where all air handled by the system will pass through the pre-filter prior to distribution into the work areas and public areas. All filters shall be replaced by the Lessor on a quarterly schedule or more often as dictated by the operating conditions. During replacement operations, the HVAC system shall be completely shut off to avoid the distribution of unwanted particulate through the system.
5. *Pressure Differentials.* Sample preparation and garage areas shall maintain a negative pressure differential relative to adjacent area to control the migration of fumes or odors. The pressure maintained in the building shall be positive relative to the outside to prevent the infiltration of air. Dedicated outside make up air shall be supplied to these spaces in order to insure full rated ventilation flow of all exhaust fans and fume hoods.
6. *HVAC Controls.* The building shall have a building automation/energy conservation system. HVAC controls shall recognize logical zoning and use patterns to maximize energy efficiency through thermal zoning and the ability to efficiently space condition when the facility is partially occupied. The system must be able to support the building use dates and times as dictated by the agency and shall have a manual, auto-resetting override for use by employees if needed for overtime work, Saturday, Sunday or holiday work. In general, but subject to change at the sole discretion of the agency, the building will need to be in designated operating conditions Monday thru Friday from 7:00 AM to 7:00 PM and Saturday from 7:00 AM to 2:00 PM. A setback, as required by the Department of General Services Office of Real Estate or the Using Agency shall be provided during non-occupied periods.
7. *Performance.*
 - a. HVAC equipment that is fifteen (15) years old or older must be replaced at the start of the lease at the Lessor's expense. If HVAC equipment, during the term of the lease, is more than fifteen (15) years old and has frequent maintenance problems, as determined by the Department of General Services Office of Real Estate, the equipment must be replaced at the Lessor's expense.
 - b. Energy Efficient of HVAC units shall be determined by IEC and ASHRAE, as currently written.

B. PLUMBING/UTILITIES

All plumbing and utilities shall meet the current plumbing and building codes of the municipality within which the facility is located. In no instance will grandfathering of nonconforming plumbing or utilities be allowed. All plumbing and utilities shall meet codes as designated for new construction.

1. *Domestic Water.* All domestic hot water systems shall be equipped with an external or internal heat trap on all inlets and outlets. Supply temperature of domestic hot water at plumbing fixtures shall be 110° F. In addition to the hot, cold and wastewater systems required by code, the Lessor shall provide floor drains with automatic trap primers in specific areas as approved by the Department of General Services Office of Real Estate and in all restrooms and janitor's closets.
2. *Drinking Fountains.* Centrally cooled, filtered, water system, ADA accessible Hi/Lo Combination units (drinking fountains), or the automatic electric type fountains shall be located at appropriate locations so that a person will not need to travel more than 150 feet on one floor to reach the same. The water shall be chilled to between 48° F and 52° F. There shall be a minimum of one fountain on each floor containing office space.
3. *Restroom Fixtures.* Restrooms shall be provided within the leased space for employees and sized in accordance with the Restroom Fixture Schedule below. Separate toilet facilities for men and women shall be provided on each floor in the building. The facilities shall be located on each floor so that a person need not travel more than 150 feet on one floor to reach the same. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), lavatories, and the following:
 - a. A liquid soap dispenser, shelf, and mirror above lavatory. In addition, the women's toilet rooms will require a single full-length mirror approximately 2' wide and 4' high, installed near the exit.
 - b. A modern two (2) or three (3) roll (jumbo roll) toilet paper dispenser in each water closet stall is preferred. Single roll dispensers are acceptable.
 - c. A coat hook on the inside face of door to each water closet stall and on several wall locations by lavatories.
 - d. A minimum of one modern paper towel dispenser and waste receptacle for every two lavatories.
 - e. A coin-operated sanitary napkin dispenser in women's toilet room with waste receptacle for each water closet stall.
 - f. Ceramic tile floor and ceramic tile-wainscot from the floor to a minimum height of 4'6". The remaining wall areas must be finished with plaster, ceramic tile, or vinyl finish.
 - g. Each toilet area shall be provided with a floor drain with automatic primer.
 - h. Each public restroom shall be equipped with one high speed "Green Spec" hand

dryer with a minimum air velocity of 19,000 lfm. at the hands and produce an air temperature of 135° F at 72°F ambient room temperature and sound level of 78 to 80 decibels.

- i. Toilets shall be provided with a 1.28 gpf power assist flush.
 - j. Urinals shall be provided with a 1/8 gpf.
 - k. Waterless urinals are unacceptable.
 - l. Lavatories shall be provided with .5 gpm faucets.
4. *Toilet Facilities.* For the purpose of determining the required toilet facilities, the actual number of people shall be based on one person for each 150 square feet of net usable office space to be serviced by the toilet facility. The calculation is based on the total space to be serviced, not just the portion leased by the State. For estimating purposes, the occupancy population should be estimated at 50% men and 50% women.

Restroom Fixture Schedule

Number of Persons	Men			Women	
	Water Closets	Urinals	Lavatories	Water Closets	Lavatories
1 to 8	1	1	1	2	1
9 to 24	2	1	2	3	2
25 to 36	2	1	2	3	2
37 to 56	3	2	3	5	3
57 to 75	4	2	4	6	4
76 to 96	4	2	5	6	5
97 to 119	5	2	5	7	5
120 to 144	6	3	6	9	6
145 to 171	6	3	6	9	6
172 to 200	7	3	7	10	7
201 to 220	8	4	7	12	7
221 to 240	8	4	8	12	8
241 to 260	9	4	8	13	8
261 to 280	10	4	9	14	9
281 to 300	11	4	9	15	9

EXAMPLE: Space leased by State - 5,000 square feet
 Total net usable square feet available for floor - 15,000
 Estimated Total Occupancy: 15,000 / 150 square feet/person = 100
 Number of Men - 100 x 50% = 50
 Number of Women - 100 x 50% = 50

Fixtures Required:	Water Closets	Urinals	Lavatories
Men's Room	3	2	3
Women's Room	5	0	3

END OF SECTION D

V. SECTION E. ELECTRICAL SYSTEM CRITERIA & COMPONENTS

A. ELECTRICAL POWER DISTRIBUTION

Characteristics to be provided to the Lessee include:

1. 208Y/120 Volt, Three-phase, Four-Wire.
2. All materials and components in this installation shall be new and shall be installed in conformance with the requirements of NFPA 70, the National Electrical Code, the National Board of Fire Underwriters and any state and local authority having jurisdiction. All electrical services and installation shall meet the current codes for new construction within the regulating jurisdictions. In no event shall grand fathering of existing electrical services or installations be allowed under the lease agreement.
3. The electrical design plans shall be provided by the Lessor and approved by the Lessee.
4. Power connections to modular office furniture shall be provided by the Lessor's at no expense and consist of multi-circuit branch circuits with flexible whip connections to furniture. Individual neutrals shall be used for all circuits. No more than three (3) workstations shall be served by any one circuit. The State will provide the whip.
5. Provide a Surge Protection Device (SPD) system capable of intercepting and limiting transient voltage spikes caused by natural events such as lightning strikes or other disturbances on the electrical distribution lines. The SPD devices shall be UL 1449 listed.
6. Service switchboards rated 1600A and larger shall have SPD's rated for 200 kA minimum. Distribution and service panels (1200A and less) SPD's shall be 150 kA minimum.
7. One special purpose, dedicated circuit (i.e. 208-volt, 30 amp) utility outlet shall be installed per floor as designated by the Lessee. Additionally, one dedicated 120 volt 20-amp electrical outlets shall be provided and installed per 1,000 NUSF, as designated by the Lessee.
8. The following electrical requirement shall be provided within the telecommunication room(s) at least one (1) dedicated 120-volt 20-amp circuit quad receptacle shall be mounted within 30" of each equipment cabinet or rack. (Example: five racks = five dedicated circuits).
9. A separate electrical meter for the Lessee's tenancy space shall be provided and installed. All metering equipment shall be UL approved.

B. LIGHTING

1. Except where otherwise provided in this specification, lighting shall be designed in accordance with the Illuminating Engineering Society of North America, Standard for "Lighting for Offices."

2. Office areas shall provide ambient lighting at the levels stated below under minimum lighting levels with combined indirect and direct pendent mounted luminaries unless otherwise designated by Lessee.
 - a. The lighting system shall consist of a split ambient and task lighting system with the use of high-efficiency lamps and fluorescent lighting fixtures for auxiliary spaces as designated by the Lessee.
 - b. All fluorescent lighting fixtures shall be energy-efficient, dual electronic ballast type capable of split switching and suited to the application.
 - c. Instant start ballasts shall be used where the fixtures are turned on and left on all day.
 - d. Rapid start ballasts shall be used in auxiliary spaces where the fixtures will be turned on and off by occupancy or motion controls.
3. Recessed 2' x 4' fluorescent volumetric direct/indirect fixtures shall be two (2) or three (3) lamps, suitable for split switching. Split switching or dimming of the 2' x 4' fluorescent lighting fixtures shall be standard where utilized in conference rooms, and special use areas.

Conference rooms and other special rooms shall include recessed- down light type dimmable CFL with electronic ballasts.

4. In general, the lighting schemes should avoid high contrast, scalloped patterns, or other visually distracting results. Lighting control technologies shall be installed to effectively combine the use of daylight and fluorescent or LED lighting with daylight sensors and dimmable fluorescent ballasts/LED lamps in open office areas and lobbies.
 - a. Occupancy sensors shall be installed to reduce energy consumption by switching off fixtures in unoccupied areas and set for 15 minutes. All occupancy sensors shall provide for automatic-off and manual-on operation.
 - b. Coordinate all spaces for occupancy sensor control with the Lessee.
5. Ambient lighting shall comply with maximum allowable lighting power densities as per ASHRAE 90.1 and IECC Illumination levels shall follow the recommended FC levels as per IES Lighting Handbook "Lighting for Offices, minimum FC levels shall be 40, T-8, 28 watt or T-5, 28 watt fluorescent lamps shall be provided with a color rendering index (CRI) of 85 and a color temperature of 3500 K. LED lamps shall have a color temperature of 3500 K.
6. Lessor shall provide, install and replace all light bulbs, lamps, ballasts and LED drivers required throughout the term and any available option periods during the lease. All replacement lamps shall meet the above specifications.
7. Minimum Lighting Levels - foot candles throughout measured from 30" above fixed floor.

- a. *Parking Lot Areas.* Full cut-off HPS, Metal Halide or LED: Average of 1fc over entire parking lot with minimum value of 0.25 fc. Parking lot and exterior lighting shall be controlled by a programmable timer with an integrated photocell control device) per IECC and ASHRAE 90.1.
- b. *Exit Lighting.* LED type fixtures meeting US EPA “Energy Star Program Requirements for Exit Signs” (latest edition).
- c. *Wall Packs.* Full cut-off HPS, metal Halide or LED.
- d. *Office Areas.* 40 FC.

C. TELECOMMUNICATIONS

1. *Telecommunications Access.* Lessor shall furnish at no charge to the State all conduit with pull string from the street to the Minimum Point of Penetration (MPOP) room and all conduit with pull-string from the MPOP to all State telephone closets, including the Main Distribution Frame (MDF) closet and any and all Intermediate Distribution Frame (IDF) closet(s) with 3/4" fire rated plywood on three (3) walls from 18" Above Floor Finish (AFF) to a height of 6' in any and all MDF and IDF closets.

All abandoned or no longer used cable shall be removed from ceiling cavities and walls per NEC at the Lessor's expense.

2. *For Leased Spaces.*

- a. The location of all voice, data and video cabling outlets shall be identified on the construction drawings.
- b. Provide a 2" x 12" x 1/4" copper busbar designated Telecommunications Main Ground Bus (TMGB), mounted on the 3/4" fire-rated plywood backboard in each telephone closet IDF or MDF room. Run one #1/0 AWG copper ground conductor, in conduit, from this busbar back to the building ground at the Main Distribution Panel board.

D. SECURITY - GENERAL REQUIREMENTS

Security is a dual responsibility of both the Lessor and the Unit. The leasing policy of the State is that liability for damage to property, theft, pilferage or other crimes committed on property leased by the State will be applied in accordance with applicable Federal, State, or local laws. Compliance with the minimum standards established in this schedule will not relieve the Lessor of any criminal or civil liabilities to which it may be subject under the law, nor will noncompliance create criminal or civil liabilities in excess of those provided for by law. Noncompliance may, however, be considered breach of contract or default of the Lease.

1. At a minimum, the Lessor will provide the following security devices or actions:
 - a. High quality, secure doors with sufficient locking devices at all exterior building

entrances to provide reasonable security against unauthorized entry when the building is not in use.

- b. In multi-tenant buildings, solid core doors with dead bolt type locks at all entrances to the premises leased by the State.
 - c. Adequate lighting in all common areas, building entrances, parking areas and, where applicable, outside walkways between the building, parking lots, and public streets.
 - d. Ensure proper supervision over janitors, maintenance men, etc., working for the Lessor (directly or by contract) to prevent theft or pilferage.
 - e. In a multi-tenant building ensure all outside doors are locked or other security is provided during nonworking hours.
 - f. Provide secure locking devices on all windows or other building orifices accessible from the outside.
 - g. Such other security as may be prescribed in the Lease.
2. Using Units will be responsible for the following:
- a. That the Demised Premises are securely locked after working hours. In buildings where the State is the only tenant, but several Units are involved, the Units shall coordinate among themselves to ensure that the entire building is secured during nonworking hours.
 - b. All easily pilfered items, such as calculators, dictating equipment, etc., are locked in desks or cabinets after working hours.
 - c. Limit the distribution of keys to the minimum necessary for operational purposes.
 - d. For employees' safety, avoid permitting employees to work alone after working hours.
 - e. The State reserves the right to negotiate for any additional security during the negotiation phase of the solicitation.

E. SECURITY SYSTEM WHEN THE STATE IS THE SOLE TENANT IN THE BUILDING

The building(s) shall be secured with an automated perimeter-type security system that incorporates intrusion alarm capabilities through all perimeter doors and windows and allows for motion detection in designated sensitive areas.

1. The State may request and receive a new security system and/or associated hardware after a break-in or a series of thefts or other similar, unusual occurrences.
2. The security systems shall be provided, maintained, and monitored by the Lessor at no cost to the Lessee.
3. The security system shall be provided for the leased space in its entirety.

F. FIRE ALARM SYSTEM

The demised premises and building in which the Lessee is housed shall be protected by a centrally controlled and annunciated, non-coded, ADA compliant fire alarm system including audible and visual alert devices, manual pull stations, automatic heat/smoke detectors, communication to a central station monitoring agency. The Lessor shall provide the fire alarm system designed, installed and tested in accordance with the NFPA 72 National Fire Alarm Code and Federal, State and local codes, whichever is more stringent.

1. Provide detectors in electrical rooms, mechanical rooms, telecommunication rooms and storage areas.
2. All fire alarm systems shall be installed, maintained, upgraded and tested by the Lessor as required by the NFPA in accordance with local code requirements at Lessor's expense.

G. FIRE EXTINGUISHERS

1. Hand-held multi-purpose dry chemical or CO₂ type fire extinguishers shall be provided by the Lessor in areas of concentrated electrical equipment and telecommunications equipment as designed by the Department of General Services Office of Real Estate.
2. Hand-held ABC type fire extinguishers shall be provided by the Lessor as required by the NFPA codes.

H. EMERGENCY GENERATOR

1. Where buildings are equipped with emergency generator(s), the life safety loads shall be separated from legally required and/or optional equipment loads, per NFPA.
2. Surge Protection Devices (SPD's) shall be provided on each panel immediately downstream of ATS. SPD's shall be rated 100kA.
3. Fuel source, type and fuel capacity shall be coordinated with the lessee, code officials, and shall be no less than required by codes. Natural gas is the preferred fuel, where permitted by AHJ and State Fire Marshal.
4. Unit shall meet all State and local zoning requirements regarding sound and noise.

END OF SECTION E

VI. SECTION F. INTERIOR CONSTRUCTION & FINISHES

All building materials, systems, components, products and assembly techniques and methods shall adhere to the Lessee's goal of sustainable design and high-performance green architecture. The Lessor and design team shall institute a program of construction waste management and recycling that will minimize construction and furnishings waste material going to landfills. All construction material, finishes, furnishings and accessories shall be environmentally responsible and appropriate for use in spaces that are designed for maximum occupant performance. These items shall emphasize low embodied energy, sustainable production, high post-consumer material content, be free of deleterious chemicals and compounds, and shall be manufactured and available locally whenever possible.

A. ELEVATORS

1. One elevator must have inside dimensions of not less than 5'8" by 5'5" with not less than 42" door opening, if elevators are required by code unless otherwise approved by Lessee. If elevators exist, they are to be modernized to provide automatic operation and to bring equipment into compliance with the ADA. The Elevator Contractor must be an elevator manufacturer or manufacturer's approved installer.
2. Licenses and permits shall be provided, and the required inspections and tests shall be performed. Elevators shall comply with applicable building and elevator codes, included but not limited to the following:
 - a. ANSI A17.3 ANSI A17.1.
 - b. National Electrical Code.
 - c. MD Department of Labor and Industry Elevator Regulations.
 - d. Americans with Disabilities Act.
 - e. Uniform Federal Accessibility Standards.
 - f. Lessor to maintain a full-service elevator maintenance contract approved by the Department General Services.
3. Existing elevators are to be modernized and in compliance with the State of Maryland Regulations and ADA Standards for Accessible Design with the following standards as approved by the Lessee:
 - a. A minimum standard speed of 100 FPM.
 - b. All elevators over two stories shall be equipped with over speed governor and safety mechanisms capable of stopping a fully loaded car at over speed condition.
4. The controller shall be a relay-logic or non-proprietary microprocessor-based controller.

- a. Complete electrical diagrams shall be provided to Lessor including all straight-line prints, electronic circuitry and microprocessor logic diagrams.
 - b. If a programming tool and software is needed to troubleshoot or adjust elevator, it shall be provided with the control system at no extra charge.
 - c. The microprocessor shall be an "off the shelf" industrial type controller, readily available on the open market.
5. Components such as door operator, selector, buttons etc. shall be able to be replaced and upgraded independent of the elevator controller.
 6. Lessor must demonstrate that all components are the most energy efficient available. When full elevator replacement or new construction is needed, buildings over four floors in height should view traction elevators as the most desired type of equipment.
 7. The modernization shall include complete operational and control systems, new door operators, car operating stations, hall button fixtures, new cab and hoist way doors, complete cab modernization and various adjustments, safety tests and related repairs.

B. ACCESS FLOORING SYSTEM (WHEN APPLICABLE & SITE PERMITTING)

An access flooring system shall be provided to utilize an underfloor air plenum system. Installation of the access flooring system shall use the latest techniques and procedures to design and install the access flooring system as recommended by the manufacturer. The flooring system shall be provided when required by the Lessee's program.

1. The Floor System shall be a maximum 24" x 24" module with a top steel sheet welded to a formed steel bottom panel filled internally by a lightweight cementitious material supporting a concentrated load of 1,250 lbs.
2. The panel shall have an electrically conductive epoxy paint finish.
3. Floor Diffusers: The appropriate number of relocatable underfloor-mounted diffusers shall be provided in the raised flooring system to allow for more direct supply of fresh air to the work locations subject to Department of General Services Office of Real Estate approval.

C. FLOOR COVERINGS

All carpeting materials shall be new, and installation shall be wall-to-wall and completed prior to installation of all interior demountable walls. Carpet material shall be 100% commercial grade type 6.6 or type 6 branded nylon fiber, 100% solution dyed, 75% recyclable to an equal or higher use, unitary backing, a face weight of 28 oz. (or greater) with a 1/12 tufted multi-level loop, 7.0 stitches (or greater) per inch, static resistant with a minimum pile density of 5,000. The carpet must have a minimum 10-year warranty.

1. *Broadloom carpet.* Carpet material shall comply with the following specifications:

- a. Certification from the fiber producer verifying the use of premium branded, type 6.6 or type 6 fiber. Fibers extruded by carpet mills are not considered premium branded.
 - b. Construction: Multi-level pattern loop
 - c. Fiber: Eco Solution nylon
 - d. Dye Method: 100% solution dyed
 - e. Tufted Weight: 28.0 oz.
 - f. Gauge: 1/12
 - g. Stitches per Inch: 11
 - h. Finished Pile Thickness: 0.195
 - i. Total Thickness: 0.332
 - j. Average Density: 5169
 - k. Product Size: 12 feet
 - l. Primary Backing: Synthetic
 - m. Secondary Backing: Unitary
 - n. Radiant Panel: Class 1
 - o. Environmental Certification
 - i. Green Label plus Certification: GLP 8472
 - ii. Cradle to Cradle Silver Certified
 - p. Testing
 - i. Radiant Panel: Class 1
 - ii. NBS Smoke: Less than 450
 - iii. Electrostatic Propensity: Less than 3.5kV
 - q. Warranties: 10 years
2. *Carpet Tiles.* Carpet tiles shall be furnished with the following warranties: Surface wear of not more than 10% by weight in ten (10) years; static generation at less than 3.0 kV at 70EF, and 20% relative humidity for a period no less than ten (10) years; no delamination (chair pads not required), no edge ravel, no shrinkage or stretching as to dimensional stability and must have antimicrobial effectiveness – all for a period of no less than ten (10) years. Each specified carpet tile shall have no dye lot and require at least 2% attic stock. Carpet tiles shall meet the following specifications:
- a. Certification from the fiber producer verifying the use of premium branded, type

- 6.6 or type 6 fiber. Fibers extruded by carpet mills are not considered premium branded.
- b. 100% solution dyed.
 - c. Guarantee of merging ability.
 - d. Tufted construction.
 - e. Integrated patterning.
 - f. Textured loop.
 - g. Minimum 1/10 gauge per stitch.
 - h. Minimum .145 pile height.
 - i. Minimum weight of 18 oz. per yard.
 - j. Minimum pile density of 5,000.
 - k. Primary backing must be non-woven.
 - l. The backing shall contribute toward a minimum total product recycled content of 39% by total product weight, with a minimum of 19% post-consumer recycled content.
 - m. Must pass both Part 2 and Part 3 of AATCC 174.
 - n. All products must be designed for random installation, meaning that each and every tile can be installed in any of the four (4) possible directions without regard to pile direction, pattern or orientation of any adjacent tiles while still creating a finished carpet tile assembly that appears to be a visually continuous carpeted surface with no tile appearing out of place or improperly positioned.
 - o. Any floor filling or leveling shall have a minimum of 4'0" of feather.
 - p. The Department of General Services Office of Real Estate approved equal which has Green Seal's recommendation or certification. Color of carpeting shall be subject to approval of Lessee.
 - q. All doors in carpeted areas shall be undercut sufficiently to permit free swinging. The grade and color of carpeting shall be subject to approval of Lessee. Carpeting must conform to Federal Occupation Safety and Health Regulations concerning fireproofing.
 - r. The carpet shall be replaced during the lease term and option period(s) as needed and as requested by the Department of General Services Office of Real Estate where normal wear and tear so requires. At a minimum, the carpet shall be replaced every ten (10) years from the date of being installed.
3. *Vinyl Composition Tile (VCT)*.
- a. VCT flooring in the lobby and any other designated areas shall consist of one-

eighth inch thickness in a 12" x 12" size with a Class 2 product classification, a .5 static coefficient of friction, with a static load limit equal to or greater than 125 psi and a smoke density test for fire performance less than 450.

- b. Flooring shall be installed in a workmanlike manner in strict accordance with the manufacturer's approved installation instructions, using the appropriate environmentally friendly adhesive.
- c. The color and pattern of the VCT shall be subject to the approval of the Department of General Services Office of Real Estate.
- d. Prior to the final inspection, the Lessor shall clean, seal and wax the VCT in accordance with the manufacturer's written maintenance instructions.

4. *Ceramic Tile Flooring.*

- a. Ceramic Tile flooring provided is to be provided in the restrooms and shall be manufactured with no toxic substances or waste and consisting of 70% recycled post-industrial and post-consumer glass in a ceramic matrix as approved by the Department of General Services Office of Real Estate.
- b. Tile flooring shall be installed in a workmanlike manner in strict accordance with manufacturer's approved installation instructions, using the appropriate environmentally friendly adhesive.
- c. The color and pattern of the tile shall be subject to approval by Lessee.

5. *Entrance Floor Mats.*

- a. Floor mats of appropriate size and material shall be provided for all exterior entrances into the facility. Floor mats shall be replaced during the term and option period(s) as needed and as required by the Department of General Services Office of Real Estate where normal wear and tear so requires.
- b. The style and color of mat(s) shall be subject to approval by Lessee.

D. INSULATION

1. In all its procurement documents for renovations to the premises, the Lessor shall require that any insulation provided for the renovations must contain the minimum percentage of post-consumer paper or recovered material as shown below for the applicable product.

2. Material Type Percentage by Weight

- a. Cellulose Loose-fill and spray on paper 75% post-consumer
- b. Perlite composite board paper 23% post-consumer
- c. Plastic rigid foam, polyisocyanurate/ polyurethane:
 - i. Rigid Foam material 9% post-consumer or recovered

- | | |
|----------------------------------|--------------------------------|
| ii. Foam-in-place material | 5% post-consumer or recovered |
| iii. Glass ridge foam material | 6% post-consumer or recovered |
| iv. Phenolic ridge foam material | 5% post-consumer or recovered |
| v. Rock wool material | 75% post-consumer or recovered |
3. The Lessor shall provide documentary evidence that the insulation provided for the renovations was produced with the required minimum percentage of post-consumer paper or recovered material as appropriate.

E. TENANT DEMISING/SEPARATING PARTITIONING.

The Lessor will provide all partitioning separating the State leased space from common areas of other tenants. Such partitioning shall meet minimum code requirements and have a minimum sound transmission class of 50 (where space is leased for several Units, the partitioning separating the various Units will be considered "interior partitioning").

1. *Interior Partitions and Walls.* The partitioning requirements as established in these specifications may be met with existing partitions and walls, provided that, in the opinion of the Department of General Services Office of Real Estate, the location and type of partitions lend themselves to efficient office layout. Low density, combustible fire board materials shall not be used as interior finish. In the event existing partitions are unacceptable to the Department of General Services Office of Real Estate, new partitions must be furnished in accordance with the requirements and standards.
2. *Amount.* Interior ceiling high and bank type sub-dividing partitions including nonpermanent corridor partitions necessary for internal flow of traffic and shall be furnished by the Lessor at the rate of one (1) linear foot of partitioning for each ten (10) net usable square feet of office space.
3. *Minimum Type and Quality.*
 - a. *Ceiling High Partitions.* Minimum Partition Type: Demountable with all metal components or a combination of metal and gypsum wall board components with a minimum sound transmission class of 35. Upon request of the Department of General Services Office of Real Estate, Offerors must specify the type of partitioning to be provided and certification as to the minimum sound transmission rating.
 - b. *Wallboard and Metal Stud.* These partitions are to be installed on the finished subfloor and must be of minimum 20-gauge metal stud at 16" on center and wallboard finished construction minimum 5/8" sheet rock taped and finished in a workmanlike manner. (Level of Finish: 4 per the Gypsum Construction Handbook).
 - c. *Sound Conditioning Material.* The material shall be provided for 10% of the partitioning required in addition to all toilet rooms and mechanical room walls. The sound conditioning shall be of a minimum sound transmission class of 50.

- d. *Final Appearance.* No marks or ridges, ready for priming, followed by wall coverings, paint or light textures.

F. RESTROOM PARTITIONS

1. Toilet partitions installed in restrooms shall be manufactured using a minimum of 50% recycled High Density Polyethylene plastic coloring and flame-retardant agents that are both recycled and recyclable such as Perma-Poly panel boards or Department of General Services Office of Real Estate approved equal.
2. Hardware and installation shall be in accordance with the manufacturer's recommendations. Color selection to be approved by Lessee.

G. INTERIOR DOORS

1. A minimum of two (2) doors will be provided permitting ingress to and egress from each leased area on each floor.
2. In addition, interior doors will be provided on the ratio of one door for each 25 lineal feet of partitioning required by the specifications regardless of the amount of partitioning actually used.
3. The interior doors shall consist of 36" wide solid core doors composed of 100% recycled materials such as wheat board unless otherwise specified by the Department of General Services Office of Real Estate.
4. Doors shall have a 5-ply hardwood face, book match veneer suitable for staining with matching edge (AWI-Edge Type D).
5. Doors shall be finished using nontoxic, water-based urethanes or similar environmentally sensitive products, as required by their function and location. Doors shall be provided with hardware, compliant with ADA, stops and master keyed locks as indicated by Lessee.
6. All door frames shall be of a minimum 18-gauge steel.

H. EXTERIOR DOORS

1. All exterior doors and frames shall be constructed of steel or aluminum and foam insulated. All hardware shall conform to the requirements of all applicable codes.
2. Exterior doors shall have a minimum of 16-gauge facing with rust prohibitive primer; frames shall be 16 gauge with rust prohibitive primer.

I. FIRE EXIT DOORS INTO FIRE TOWERS

Exit doors into stair wells or fire towers shall be fire rated and as required by any applicable codes.

J. CEILINGS

1. Acoustical tile and grid system for ceilings shall be selected to reduce energy costs and provide sustainable design.
2. All ceilings shall be at least 9 feet in height above the finished flooring.
3. Acoustical products shall have a Class-A fire resistance per ASTM E1264, and a flame spread of 0-25 per ASTM E 84 100% post-consumer recycled content. Ceiling tiles shall have an 89% minimum light reflectance with a minimum NRC of 0.70 in compliance with ASTM C-423 and a CAC minimum of 35 in compliance with ASTM E1414, such as the Intima Hi-LR series as manufactured by Armstrong World Industries, Inc. or Department of General Services Office of Real Estate approved equal.
4. Ceiling(s) in the telecommunication/data room(s) must be provided with acoustical tile on a suspension grid system.
5. All ceilings shall be acoustical tile suspended by an intermediate duty suspension grid system unless the exposed interior shell and structural system comprise an acceptable interior environment that does not need a suspended ceiling system for acceptable aesthetic, acoustic and lighting requirements.
6. Any exposed mechanical and electrical elements are acceptable if in accordance with codes and if treated in an aesthetic manner and approved by the Department of General Services Office of Real Estate and subject to a credit for Lessee for ceiling systems not installed.

K. WINDOWS

1. The total window area for either an existing or constructed facility shall be a minimum of 25% of the total wall facade to create a pleasant environment for visitors and staff (Double pain and Low E class).
2. Window selection and location should maximize day lighting potential and place occupants in close proximity of windows.
3. All windows must be double paned low E, approved U factor and meet performance specification criteria in accordance with the 2012 International Energy Conservation Code for commercial buildings.
 - a. Fixed Fenestration: 0.38
 - b. Operable Fenestration: 0.45
 - c. Entrance Doors: 0.77
4. All windows shall be professionally cleaned inside and out prior to occupancy and shall be cleaned semi-annual thereafter.

L. WINDOW COVERING

1. Window covering shall be provided, unless agreed upon by the Department of General Services Office of Real Estate that the building configuration is such as to preclude its need.
2. Covering shall be manually operated interior roller-screen solar shades fabric with 14%-16% openness factor.
3. Window covering shall be provided to allow transmittal of visible light, provide higher shading coefficients, reduce glare and reduce solar heat gain in the facility.
4. The window covering shall be provided in a polyester screen cloth and shall be UV resistance with anti-bacterial and anti-fungi characteristics.
5. Color and density of screen cloth to be approved by Lessee.

M. PAINTS, STAINS, AND VARNISHES

1. All new or existing permanent walls shall be prepared and painted prior to occupancy.
 - a. The paint shall be an eggshell finish latex, solvent-free, water-based, and non-VOC emitting paint.
 - b. Preparation and application shall be completed in accordance with the manufacturer's recommendations.
2. Paint for such items as door and window frames, steel doors, etc., shall have a minimum of two coats of paint unless stipulated otherwise.
 - a. Paint for general interior and exterior applications shall be a water-based, zero- or low-VOC latex paint and primer.
 - b. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, if solvent-based paints are required for exterior use, the VOC level shall not exceed 150 grams/liter.
 - c. Solvent based paints shall not be formulated with more than 1% aromatic hydrocarbons by weight.
3. The use of water-based stains and transparent finishes for the use of wood finishes shall be provided with less than 100 grams/liter for stain or transparent finishes.
 - a. Immediately after occupancy, Lessor will refinish marred walls during weekends or holidays.
 - b. If occupancy already occurs, painting must be done on weekends or holidays.
 - c. Color selection to be approved by Lessee.

4. The lessor shall repaint the premises every five (5) years during the term of this Lease and any option terms.
5. Interior Paint Schedule:
 - a. Gypsum Board & Plaster:
 - i. 1st Coat: Latex Flat Enamel: 3.6 WFT mils.
 - ii. 2nd & 3rd Coats: Eggshell Latex Enamel: 2.6 WFT mils per coat.
 - b. Wood Doors and Trim (new):
 - i. 1st Coat: Oil/Wiping Stain: Match existing wood with clear wood sealer.
 - ii. 2nd & 3rd Coats: Polyurethane Stain: 3.0 WFT mils per coat.
 - c. Wood Painted:
 - i. 1st Coat: Primer – Enamel undercoated: 3.5 WFT mils per coat.
 - ii. 2nd & 3rd Coats: Semi-gloss Alkyd Oil Based Enamel: 3.6 WFT mils per coat.
 - d. Metal Doors, Trim & Exposed Structural Steel:
 - i. Touch-up existing primer.
 - ii. 2nd & 3rd Coats: Alkyd Lo-luster enamel: 3.5 WFT mils per coat.

N. SEALANTS, ADHESIVES, AND COMPOUNDS

All sealants, adhesives and compound products used in this project shall be non-toxic, low odor and solvent free and shall be antimicrobial with no hazardous vapors and contain no carcinogenic materials.

O. RESTROOMS

1. Interior finishes of toilet facilities shall consist of ceramic tile flooring and walls at least 4 feet 6 inches in height.
2. Ceramic tile shall be installed in a workmanlike manner in strict accordance with manufacturer's approved installation instructions, using the appropriate environmentally friendly adhesive.
3. The remaining wall area shall be prepared and painted. Preparation and application shall be completed in accordance with manufacturer's recommendations.
4. Provide floor drain with automatic trap primer.
5. Color and material to be approved by Lessee.

P. CUSTODIAL CLOSETS

1. Custodial closets shall be provided on all floors, containing a floor service sink with hot and cold-water supply, a floor drain with automatic trap primer, and ample storage space for cleaning equipment, materials and supplies.
2. A stainless steel or FRP (Fiberglass reinforced panel) shall be mounted on all sides of the service sink in contact with wall surfaces and shall extend four (4) feet above the rim of the service sink.

Q. ATTIC STOCK

At project occupancy, the Lessor shall provide the Lessee the following materials and quantities as Attic (or replacement) stock:

1. Lay-in Acoustical Ceiling: 2 unopened cartons of each tile used.
2. Carpet: 2% of each color and texture used.
3. Carpet Tiles: 4 unopened cartons of each color used.
4. Vinyl or Rubber Base: 100 lineal feet of each color used.
5. Ceramic Tile: (Wall/Base/Floor): 10% supply of each tile and color used.
6. Window Coverings: (3) shades for each size and color used.

R. DOOR HARDWARE

1. *Door Hardware.*
 - a. Locksets & Exit Devices: ANSI/BHMA A156.13, Series 100 Grade
 - b. Closers: ANSI/BHMAN A156.4, Grade 1
 - c. Flush bolts: ANSI/BHMA A156.16
 - d. Push Plates/Pull Bars/Grips/Door Protection Devices: ANSI/BHMA A156.6
 - e. Overhead Stops & Holders: ANSI/BHMA 156.8
 - f. Seals & Gaskets: ANSI/BHMA A156.22
 - g. Thresholds: ANSI/BHMA 156.21
2. *Keying.*
 - a. All locks receiving keying shall be on a master key system with each lock individually keyed.
 - b. Provide the following keys:

- i. Grand Master: 2 keys
 - ii. Sub Masters: 2 keys
 - iii. Each Lock: 2 keys
3. *Key Cabinet.*
- a. Provide and install a lockable key cabinet with 150% capacity greater than number of keys needed.
 - b. Each key shall be tagged and identified for its door number location.
4. *Knox Box.* Provide and install a Knox box when required by the local authority at the Lessor's expense.

END OF SECTION F

VII. SECTION G. LANDSCAPING

- A. Landscaping and other site amenities when facility for lease is new construction must be included as part of this lease and maintained by the Lessor.
- B. Retain and protect as much on-site vegetation as possible and restore degraded areas.
 - 1. Plant native and naturalized shrubs, ground covers, and grasses with water requirements appropriate to the regional to reduce irrigation requirements as well as water pollution from pesticides, herbicides, and fertilizers.
 - 2. Trees should be utilized to shade at least 60% of impermeable surfaces of the property shall be maintained on annual basis.
 - 3. Plant materials should be utilized to provide food and/or cover for native wildlife species.
 - 4. 100% recycled mulch that is made from shredded pallets and construction waste should be utilized on this project.
- C. NOTE: All the above requirements are site specific as well as demised premises specific.

END OF SECTION G

VIII. SECTION H. SERVICES

A. GENERAL

1. This schedule presents a breakdown of services to be rendered in leased facilities and delineates responsibilities for costs and performance. An all-inclusive discussion is virtually impossible. However, an understanding of this schedule will provide an insight as to probable responsibilities for those items not specifically mentioned.
2. Specific times are delineated as to when certain services must be provided. Where the nature of the program requires, the times specified may be modified during the negotiations and such alternate times will be specified in the Lease.
3. Regardless of the times specified for particular services, the State shall have the right to use the premises 24 hours a day, seven days a week. However, unless otherwise stated, the services to be provided shall be limited to 7:00 a.m. to 7:00 p.m., Mondays through Fridays and 7:00 a.m. to 2:00 p.m. on Saturdays, except legal State of Maryland holidays.

B. MAINTENANCE

1. The Lessor shall be responsible at their expense for all maintenance on an as required basis unless otherwise specified. The Lessor, as may be necessary for the maintenance of the Demised Premises, for the items listed, shall be responsible for the costs of moving Lessee's machinery, equipment, furniture and fixtures. Unless otherwise stated, all costs for the items listed are normally unaffected by occasional use of the space on weekends or late evening hours. Insofar as possible, all maintenance shall be scheduled at times which will not interfere with the operation of the Lessee.
2. *Roof, Exterior Walls and Premises, Doors and Windows.* The Lessor shall provide the labor, material, and supervision to adequately maintain the structure, the roof, the exterior walls and premises, windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance.
 - a. Roof areas shall be inspected and maintained on an annual basis in accordance with the roofing manufacturer's specified requirements.
 - b. Inspections shall be conducted annually in the Spring.
 - c. Inspections shall be conducted by an independent third-party inspection firm at no cost to the lessee.
 - d. Copies of the inspection report shall be sent directly to the Department of

General Services Office of Real Estate Lease Compliance Division from the inspection agency.

3. *Mechanical and Electrical Equipment and Systems.* The Lessor shall provide labor, materials and supervision to maintain mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service without unusual interruption, disturbing noises, or exposure to fire or safety hazards.
 - a. Applicable code requirements shall be met, and current certifications of inspection shall be displayed on all boilers, unfired pressure vessels, or any other item for which such a certificate is required.
 - b. Filters shall be changed quarterly at a minimum. The date that the filters were changed should be indicated on the new filters.
 - c. Each Spring, the Lessor shall conduct an annual inspection of the HVAC system at no additional cost to the State.
 - d. Electrical systems are to be inspected every five (5) years.
 - e. A copy of all HVAC, mechanical and electrical equipment inspection reports shall be submitted to the Department of General Services Office of Real Estate Lease Compliance.
4. *Elevators.* The Lessor shall provide labor, materials, and supervision to maintain the elevators in a reliable, safe, and operable condition. Inspection required by the codes shall be provided for as prescribed and a current certificate shall be posted in the cab of each elevator. Elevator monitoring to be provided at Lessor's expense to include emergency telephone.
5. *Fire Equipment.* The Lessor shall furnish labor, materials, and supervision to service and maintain any internal fire equipment, sprinkler systems, standpipes, or fire escapes in a constant state of readiness.
 - a. Monitoring of Sprinklers and Fire alarm systems, if required by code, shall be provided at Lessor's expense.
 - b. Hand fire extinguishers shall be serviced in accordance with applicable codes or at least yearly and dated to show the last time they were inspected and/or recharged.
6. *Plumbing and Sewage Systems.* The Lessor shall furnish labor, material, and supervision to maintain reliable, operable, and safe plumbing and sewer facilities in accordance with applicable codes. This includes hot and cold-water lines, hot water, heat or steam distribution lines, waste lines, drains, sewer lines, grease traps, vents, sinks, faucets and any other related appurtenances.

7. *Painting.* The Demised Premises shall be painted by the Lessor at least once every five years during the occupancy by the State. Should the specific use of the premises require painting on a more frequent basis, the Lessor shall be reimbursed for the total cost of painting required in between the scheduled five-year interval provided that proposals are provided in advance of the work to the Department of General Services Office of Real Estate for review and approval.
 - a. It shall be the responsibility of the Lessor to move and or protect furniture and equipment at no cost to the Lessee.
 - b. Telephones and computer equipment shall be relocated by the Lessee when required.
 - c. Painting shall occur during non-business hours.
 - d. MSDS/Data Sheets shall be submitted to the Lessee prior to the start of repainting operation.
8. *Repairs.* Any repairs required to the Demised Premises during the lease term will be immediately reported to the Lessor by the Lessee. The Lessor shall be required to promptly complete the repair.
 - a. The Lessor shall bear the cost of all repairs to the Demised Premises, including, as may be necessary, the costs of moving Lessee's machinery, equipment, furniture and fixtures, except when it can be established that the damage resulted from the carelessness of the Lessee or its employees.
 - b. The liability for the cost of repairs to damage caused by clients of the State shall be determined on a case-by-case basis. Normally, damage done by clients in areas of the premises not under the control of Lessee will be borne by the Lessor, whereas damage done in the leased areas will be borne by the Lessee.

C. BUILDING ENVIRONMENT SERVICES

The services listed in this subparagraph will be provided free of charge by the Lessor from 7:00 a.m. to 7:00 p.m., Mondays through Fridays and 7:00 a.m. to 2:00 p.m. on Saturdays. Saturday service need only be provided upon request of the Unit.

NOTE: The requirement to provide these services at Lessor's cost should not be confused with who pays for fuel or electricity consumed by these services. This paragraph addresses only the requirement to provide the facilities and equipment for these services and any labor which may be required to operate the equipment or activate the systems.

1. *Electrical Services.*

- a. *Lighting.* The Lessor shall provide initial and replacement supplies of fluorescent lamps, ballasts, LED drivers, switches and other related items, together with appropriate labor to provide and maintain satisfactory illumination in service throughout the life of the Lease.
- b. *Special Power.* Where air conditioning, computer systems, or other special facilities which require large quantities of power may be designated as a special requirement, the Lessor shall be responsible for furnishing uninterrupted power service for such needs.
- c. Emergency Power Requirements shall be provided as required by the solicitation.

2. *Heating Distribution Systems.*

- a. Night, weekend and holiday setback to be not less than 65 degrees (increases in temperature settings for working hours shall be made so that the required temperature is reached by the start of the workday).
- b. *Boilers.* If boilers are used to generate heat for the building, they shall be operated and serviced in accordance with applicable ASME and local codes.
- c. *Hot Air Furnaces.* Where hot air furnaces are used, they shall be operated in accordance with applicable local and national codes and shall be periodically cleaned and serviced, so as to provide an adequate flow of warm air to the office space. Humidifying devices used in conjunction with the furnace shall be periodically serviced to ensure emission of the rated amount of moisture into the air stream prescribed for the equipment.
- d. *Heating Distribution System.* The heating distribution system shall be operated to provide temperatures as specified. Hot water or steam distribution systems shall be periodically inspected and serviced to allow distribution of sufficient hot water and steam to the space occupied without undue delays or objectionable noises. Hot air heating and distributing systems shall be adjusted and serviced to furnish heat without objectionable drafts, abnormal air velocities, disturbing noises, or undesirable emissions of dirt in the air. Filters shall be used in forced air systems and shall be cleaned, replaced, or otherwise appropriately serviced to properly fulfill their design intentions.
- e. *Ventilation.* In buildings where pedestal fans, wall-hung, roof-mounted exhaust fans, or other forced air mechanical ventilating equipment are provided to supplement natural ventilation, adequate service shall be provided to keep the equipment operating properly, presentable in appearance, and free from the objectionable features stated in the preceding

paragraph dealing with heat distribution systems.

3. *Air Conditioning.* The system shall be set back at nights and on weekends or holidays in accordance with Section C of these standards, "Building Requirements and Specifications."
 - a. *Air Conditioning for Personnel.* The Lessor shall schedule the starting time of air conditioning equipment so adequate cooling in the space will be established at the start of official government working hours. The system shall be adjusted to operate without uncomfortable drafts, excessive air velocities, disturbing noise, or unusual emission of dirt. Air filters shall be provided and serviced, as specified to maintain adequate flow of clean, cooled air to the office space.
 - b. *Air Conditioning Service.* The air conditioning equipment shall be serviced as specified to ensure that compressors, electrical relay systems, refrigerant lines, cooling towers, filters, and related appurtenances are operating at design capacity at all times when in operation.

D. PLUMBING AND SEWAGE SYSTEMS

Plumbing, sewage, toilet supplies and facilities will be operable at all times except when curtailment is necessary for repairs or maintenance. All water consumption or sewage charges shall be borne by Lessor.

E. ELECTRICITY AND FUELS

The Lessor shall, at its sole cost, ensure the uninterrupted flow of fuels and electricity necessary for operating, maintaining, and servicing the space leased by the State. This includes, but is not limited to, contracting for scheduled delivery of fuel oil, propane gas, bottled gasses, and electricity. Payment for the cost of fuel and electricity consumed is subject to negotiation and will be specified in each lease.

1. Offerors shall specify in the appropriate section of DGS Form 680-2 whether the cost of electricity and fuels are to be borne by the Lessor or Lessee.
2. When the Proposal provides that the State pays for electricity and fuels consumed, the following applies:
 - a. Fuel oil, propane gas, bottled gas, and electricity will be separately metered.
 - b. When fuels or electricity are separately metered, Lessor shall facilitate the transfer of the utilities to the State. The State will not be responsible for any costs incurred by Offerors for breaking or terminating third party utilities contracts.

F. SYSTEM FAILURES

Failures associated with Lessor's mechanical, electrical, plumbing heating or air conditioning systems attributable to a lack of or poor maintenance practices by the Lessor shall result in rent abatement.

G. CLEANING SERVICES

Responsibilities for providing and paying for cleaning services are negotiable and will be handled as specified in each lease. A schedule for minimum cleaning services is hereinafter provided.

1. Cleaning service to use low or no VOC cleaning products and further provide and maintain on site all MSDS for all cleaning products and required training certificates for any hazardous materials utilized.
2. Offerors shall specify in the appropriate section of DGS Form 680-2 whether the cost of cleaning services shall be borne by the Lessor or Lessee.
3. When the provisions of the Proposal provide that the State is responsible for cleaning services, the Lessor must, at its cost, provide those items marked with a single asterisk (*) in all cases plus, in multi-tenant buildings, all items marked with a double asterisk (**).
4. When cleaning services are to be provided by the Offeror at its expense, all items on the schedule must be provided. The Lease Management and Procurement Division may, at its discretion, permit minor frequency adjustments to the schedule. Requests for services on Saturdays, Sundays, or holidays are not permitted even though Unit personnel may be using the space on those days. All cleaning services inside the limits of the leased space must be scheduled for after 5:00 p.m. on workdays.
5. Daily Cleaning services, Monday through Friday:
 - a. *Restrooms***
 - i. The floor shall be swept and wet-mopped or scrubbed with germicidal detergent.
 - ii. Water closets and urinals shall be washed and sanitized. No rust or encrustation shall remain. Traps shall be maintained, free from odor at all times. Washbasins shall be clean.
 - iii. Mirrors, shelving, dispensers, and chromium fixtures shall be damp-wiped and polished.
 - iv. All other surfaces shall be spot-cleaned and horizontal surfaces dusted.
 - v. Paper towel waste receptacles shall be emptied and towel, soap, and

toilet paper dispensers serviced and adequately supplied prior to occupant's official starting time.

- vi. In addition, and if required by the solicitation waste receptacles shall be emptied, dispensers serviced and adequately supplied, washbasins cleaned, and the rooms policed to remove paper, trash, or spillages on a schedule based upon traffic demand during the occupant's business hours.
 - vii. Sanitary napkin receptacles shall be emptied, cleaned, disinfected, and provided with a new plastic bag liner daily.
- b. *Room Cleaning.* Conference rooms, corridor, lobbies, lunchroom, break rooms, interview rooms and space adjacent to these areas shall receive the following daily cleaning:
- i. Wastebaskets shall be emptied, and the wastepaper and trash removed to main disposal area.
 - ii. The full floor area is to be swept daily with a treated sweep mop to remove all dirt, dust, and litter.
 - iii. Spot clean carpet as necessary.
- c. *Elevators/Escalators***
- i. All surfaces in the interior of passenger elevators, including doors, shall be cleaned, and all bright metal services polished.
 - ii. Vacuum clean rugs. Resilient or tile floors shall be cleaned.
 - iii. Floors of freight elevators shall be swept.
 - iv. All exposed surfaces of escalator treads and risers, landings, and adjacent areas shall be cleaned, and all bright metal surfaces polished.
- d. *Lobbies and Corridors*** Floors shall be swept or, if carpeted, vacuumed. Hard floors shall be wet-mopped or scrubbed and resilient floors damp-mopped and buffed on those floors having exterior building entrances. Drinking fountains shall be cleaned. Clean entrance door(s) glass to remove fingerprints and smudges.
- e. *Stairways** Stair landings and steps shall be swept or vacuumed. Hand railings, ledges, grilles, fire apparatus, doors, and radiators shall be dusted.
- f. *Loading Platforms*** Loading dock areas and platforms shall be swept.
- g. *Waste Collection, Recycling, and Removal** All refuse, trash, and garbage, including that from snack bars and vending machines, shall be collected and removed from the building. The Lessor agrees to comply with Lessee's

Waste Material Recycling Program governed by Section 9-1706 of the Environment Title of the Annotated Code of Maryland.

6. *Three times a Week.*

- a. In executive space, as identified by the Department of General Services Office of Real Estate, the horizontal surfaces of all furniture within approximately 70" of the floor shall be dusted with a treated dust cloth and the full rug area vacuumed and full floor area swept with a treated mop daily. Glass tops shall be cleaned with an untreated cloth.
- b. Vacuum all offices and all open areas that are carpeted.

7. *Weekly Services.*

- a. *Room Cleaning.* Dust horizontal surfaces of files, chairs, tables, bookcases, windowsills, and other furniture with a treated dust cloth. All wall surfaces within approximately 70" of the floors shall be spot cleaned.
- b. *Outside Entrances** Landings, steps and sidewalks adjacent to entrances shall be hosed down (except in freezing weather) and the water removed. All unpainted metal doors and handrails shall be damp-wiped and polished.
- c. *Sidewalks, and Parking** Ramps, driveways, paved parking areas, and sidewalks shall be swept. If a power sweeper is used, it must be equipped with a vacuum dust control system.
- d. *Stairways*** Steps, risers, and landings shall be wet-mopped or scrubbed; glass surfaces cleaned; and bright metal and woodwork polished. Walls shall be spot- cleaned to a height of approximately 70".
- e. The Lessor shall, in all cases, provide trash receptacles (trash cans, dumpsters, etc.) and recycling receptacles at a location convenient to the Demised Premises*
- f. Removal of trash and recyclables shall occur a minimum of once a week from the site at the Lessor's cost.

8. *Bi-weekly Services.*

- a. *Toilets*** The full surface area of wall, stall partitions, doors, window frames, and sills shall be damp wiped.
- b. *Storage Area** Sweep the full floor area of any storage space with a treated sweep mop.
- c. *File Room** Sweep with a treated sweep mop to remove all dirt, dust and litter.

9. *Monthly Services.*

- a. *Toilets*** Wastepaper receptacles shall be damp wiped inside and out. Toilet resilient floors shall be stripped, waxed and buffed. Nonslip floor wax shall be used.
- b. *Room Cleaning.* Wall surfaces within approximately 70" of the floors, vertical surfaces, and under surfaces (knee wells, chair rungs, table legs, etc.) shall be dusted. Glass in doors, partitions, pictures, and bookcases shall be damp wiped. On a monthly schedule, in between the normal quarterly waxing performance, floors shall be damp-mopped and buffed. Clean all air vents, windowsills and emergency light fixtures. The horizontal surfaces of desks, files, and chairs shall be dusted with a treated dust cloth. Glass desktops shall be cleaned with an untreated cloth.
- c. *Lobbies and Corridors*** Main corridors and other heavy traffic areas having resilient flooring shall be stripped, waxed, and buffed.

10. *Quarterly Services.*

- a. *Room Cleaning.* Resilient flooring shall be stripped, waxed, and buffed. Nonslip floor wax shall be used.
- b. *Lobbies and Corridors*** Resilient flooring in normal traffic areas in public space shall be stripped, waxed, and buffed. Metal door thresholds shall be cleaned and polished. Blinds shall be dusted.
- c. *Garages and Driveways.* Garages, ramps, loading platforms, and driveways within the building shall be hosed or scrubbed.

11. *Tri-Annual Services.* Room Cleaning. All surfaces in the building approximately 70" or more from the floor shall be cleaned by dusting or vacuuming. This includes Venetian blinds, light fixtures, and all air vents.

12. *Bi-Annual Services.* Room Cleaning. All window glass (interior and exterior), glass deflectors, clear and opaque glass in partitions, doors, and transoms shall be washed.

- a. *Window Shades or Blinds** Window shades or blinds shall be dusted, vacuumed, and/or cleaned on both sides in accordance with manufacturers written instructions.
- b. Return Air & Supply Registers Cleaned.

13. *Annual Services.* Room Cleaning. Carpet to be cleaned by hot water/steam extraction method. All Venetian blinds shall be washed. When removed for

cleaning, the blinds shall be replaced within two days. All light fixtures shall be cleaned.

14. Services to be performed as required.

- a. *Entrances and Elevators*** Entrance and elevator rugs shall be cleaned and shampooed as needed to provide a good appearance. During inclement weather, entrance lobby floors shall be damp-mopped and kept clean and dry.
- b. *Snow and Ice Removal** All walkways, entrances, and parking lots shall be clear of snow and ice.
- c. *Sidewalks.* All sidewalks, parking areas, garages, driveways, lawns and shrubbery shall be maintained in a neat and attractive condition.
- d. *Light Fixtures.* Lamp replacement, as needed, upon notification of lamp failures.
- e. *Light Lens.* Clean lens to include removal of insects.

15. *Exterminating** Pest control services are to be provided once a month or as needed, at the Lessor's expense.

- a. Pest control vendor to provide and maintain on site all MSDS for all exterminating products and required training certificates for any hazardous materials utilized
- b. Pest exterminating services to the space leased by the State as well as those areas directly affecting the leased space, so as to eliminate and prevent pest infestation within the leased space.
- c. Pre-occupancy and post-occupancy application of compounds for the extermination of insects shall be approved by the Department of General Services Office of Real Estate as a condition of the RFP, and shall include the following or approved substitutes prior to application:
 - i. Diatomaceous earth,
 - ii. Pyrethrin (natural or synthetic 2%),
 - iii. Silica gel.
- d. Extermination services to be provided after normal working hours. Lessor shall notify State tenant by posting the extermination schedule as well as chemicals at least 48 hours in advance of application.

END OF SECTION H