

Montgomery County Public Schools



Requests for Proposals

RFP No. 4927.1

for

Radnor Holding School – Offered for Leasing

RFP MUST BE MAILED OR HAND DELIVERED TO

Montgomery County Public Schools
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850

DUE DATE

2:00 p.m. on June 11, 2021

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45 West Gude Drive *Rockville, Maryland 20850

Telephone (240) 279-3172

May 11, 2021

RFP Number: 4927.1

Title: Radnor Holding School – Offered for Leasing

Due Date: 2:00 p.m. June 11, 2021

Prospective Offeror:

Montgomery County Public Schools Department of Facilities Management seeks proposals from qualified organizations, businesses, or individuals interested in leasing space in Montgomery County Public Schools holding facilities. These facilities are used by the school system as interim space for existing schools renovation and expansion projects. In between projects, Montgomery County Public Schools makes these spaces available to organizations seeking short-term space. The following school sites are currently available:

Radnor Center - Currently available through June 2022

Proposals for the above site must be received by 2:00 p.m. on June 11, 2021. Offerors may request via e-mail to Mrs. Angela McIntosh-Davis, team leader, Procurement Unit, at Angela.S.Mcintosh-davis@mcpsmd.org, a Microsoft Word version to assist in preparing their response Submit one (1) original proposal, one (1) electronic copy (on flash drive), and one (1) redacted copy to the following location:

Montgomery County Public Schools
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, Maryland 20850

Successful Offeror(s) will enter into a lease agreement with Montgomery County Public Schools for the designated school site. The initial term shall be one (1) year. Opportunities for additional one (1) year renewal terms in accordance with the terms and conditions of the lease, are dependent upon capital funding for planned school renovation and expansion projects and Board of Education approval. Please contact Mrs. Angela McIntosh-Davis, team leader, Procurement Unit for additional information at 301-279-3555. We look forward to your participation.

Sincerely,

Seth Adams, director
Department of Facilities Management

Copy to:

Mr. Lawrence

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, MD 20850**

**Request For Proposals No. 4927.1
Radnor Holding School**

1.0. INTENT

Through this Request for Proposal (RFP), Montgomery County Public Schools, a system of public schools operated by the Board of Education of Montgomery County (the “Board”), hereinafter referred to collectively as “MCPS”, is seeking one or more agencies, organizations, companies, or corporations interested in leasing an unoccupied school facility on a short-term basis as outlined below:

Radnor Center - Currently available through June 2022

The Offeror(s) will enter into a lease agreement (a “Lease Agreement”) with MCPS for use of the space. The selected Offeror(s) will demonstrate their ability to conduct operations within the space and make rent payments throughout the term of the Lease Agreement. The space may be leased to a single or multiple tenants as may be appropriate for the specific location.

If no responsible or responsive proposal is received for the location, the Request for Proposal shall be advertised in additional thirty (30) day increments until a responsive and responsible proposal is received and accepted. All proposals received will be reviewed and rated by a selection team (“Selection Team”) comprised of Department of Facilities Management staff. Following issuance of a Notice of Intent to Award to a proposed tenant, lease approval will be contingent upon feedback received from the surrounding community and authorization by the Board.

2.0 INTRODUCTION

MCPS is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2020–2021 school year, MCPS served more than 160,564 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2019 Operating Budget of approximately \$2.59 billion, MCPS employs more than 23,857 employees. Among the 206 schools that MCPS operates, 41 are National Blue Ribbon schools. Eight MCPS high schools rank in the top 200 of *The Washington Post*’s 2014 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 9 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation’s largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence.

MCPS is governed by the Board established by the authority of the laws of the State of Maryland.

The Board, under its authority creates and adopts policies and regulations necessary for operating the school system. In Policy DNA, *Management of School Property* (Attachment A), the Board authorized the superintendent of schools or his/her designee to negotiate fees and conditions for the interim use of Board of Education owned property. Should MCPS require additional classroom space, the space may be recaptured for school use.

3.0 QUALIFICATIONS

The selected Offeror(s) for the specific location must demonstrate the experience and financial ability to operate a successful program within the space provided (“Leased Premises”). The selected Offeror(s) must demonstrate its understanding of the intent of this Request for Proposal and plans to vacate the leased premises according to the terms and conditions of the Lease Agreement. Priority will be given to organizations as specified in Board of Education Policy DNA, *Management of Board of Education Owned Property* (Attachment A).

In determining the qualifications of an Offeror, MCPS will consider the Offeror’s record and performance of any prior contracts and leases with MCPS, federal departments or agencies, or other public or private bodies, including but not limited to the Offeror’s record operating programs and business concerns in other MCPS or Montgomery County facilities. MCPS expressly reserves the right to reject any proposal of any Offeror if the investigation discloses that the Offeror, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the Offeror to perform the requirements of the Lease Agreement, and the Offeror shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the Offeror is capable of satisfying requirements for a Lease Agreement. MCPS reserves the right to reject any proposal if the evidence submitted by the Offeror or investigation of such Offeror fails to satisfy MCPS that such Offeror is properly qualified to carry out the obligations of the Lease Agreement and to complete all requirements contemplated therein. In addition, MCPS reserves the right to make on-site visits of Offerors who currently operate programs during normal business hours to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

All Offerors submitting a proposal shall include evidence that they maintain a permanent place of business. If applicable, the selected Offeror(s) for the specific location must also obtain the required licenses from the Maryland State Department of Education prior to commencing operations within the school. This includes offerors who provide services as a private school or child care. Copies of any other appropriate licenses necessary to perform this work shall be submitted with each proposal.

4.0 SCOPE OF SERVICES

At the specific location, each Offeror (if more than one) will be expected to enter into a Lease Agreement. Additional hours or services may be provided pursuant to the terms and conditions of this RFP and the MCPS executed Lease Agreement. The initial term of the Lease Agreement will be one (1) year. Provided the Offeror is in good standing, not currently in default of the Lease Agreement, has not had rent arrearages in the previous six (6) months, and the property is not needed for school renovation and expansion projects, the Board of Education may grant the Offeror additional renewal terms in accordance with the terms and conditions of the Lease Agreement.

Details of the specific location is outlined in the chart below:

Holding Facility	Facility Address	Rooms (all)	Building Square Feet	Term	Renewals	Relocatable Classrooms
Radnor Center	7000 Radnor Road Bethesda, MD	16	36,663	1	1	11

Floor plans, site plans, and aerial photos for the proposed premises to be leased by the Offeror(s) are provided in Attachment B. Site visits will be scheduled the days of April 27 and April 28, 2021.

5.0 DEVIATIONS

MCPS expects to enter into a Lease Agreement with the Offeror(s) selected for the specific location that has terms and conditions as stated in the template included with this RFP as Attachment C, except and unless modified by MCPS in its sole discretion. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the Lease Agreement template. Lacking any response to the contrary, MCPS will infer that the Offeror agrees to the specifications of this RFP and each term and condition of the Lease Agreement template. In particular, the insurance provisions set forth in Article 16 of the Lease Agreement are non-negotiable.

6.0 INSTRUCTIONS

Each Offeror must provide the following information. All responses must be in the same order as outlined below.

a. Offeror Information and Qualifications

1. Provide the Offeror's organizational name, primary contact name, mailing address, phone and fax numbers, email, and web address.
2. Provide a statement as to the Offeror's organizational experience in its business or a related field.
3. If the Offeror currently operates other programs, provide a list with the name of the program(s), address(es), hours of operation, if applicable ages of children

served, number of children served, director's name, and the name and phone number of the building manager(s).

4. List contact information for at least three (3) references. Two (2) references shall be professional references from parent-clients or, if Offeror has previously or currently operates at another MCPS school, the principal of the school. The third reference shall be a financial reference addressing the financial stability of the Offeror. All references shall include the name/company, contact person, address and phone number.

b. Program Implementation and Services

1. Describe the philosophy and objectives of the proposed operations. Include the vision, mission statement, and objectives of the organization.
2. If applicable, provide the proposed ages of children to be served.
3. Provide a detailed tentative annual operating budget for staff, furniture, supplies, etc. (revenue and expenses). If applicable, please itemize your start-up costs.
4. Provide a space utilization concept with the proposed space layout. Include expected number of staff, visitors, and if applicable, children to be accommodated within the space.
5. Provide a plan as to how the program will conduct active outreach to the community and what criteria will be used for admission.
6. Describe any special program features, methodology, and innovations that will be provided by the program.
7. Provide a detailed explanation of how the Offeror demonstrates the following program requirements:
 - a. Ability to maintain space and property during lease period; and
 - b. Elements of any community-based instruction that will be incorporated into the school week, including plans to maintain safety in the community.
8. Describe the Offeror's proposed use of space during the time period of the Lease Agreement. Provide the dates, months and hours of program operation including half-day, holiday, winter, spring break, summer, and inclement weather. If applicable, include the Offeror's guidelines for emergency and weather-related closings, including procedure for parent notification.

9. Provide detailed explanation regarding how the Offeror will meet the following program considerations:

c. Personnel

1. Describe the Offeror's staffing plan, including the number of full- and part-time staff, job titles and position description, and the staff/client ratio proposed for the site.
2. Describe how the Offeror will recruit, hire, and retain personnel, including information on background checks that the Offeror will require of all staff in accordance with Maryland law.
3. Describe the qualifications and responsibilities of the on-site Director, including a plan for regular program evaluation to ensure quality service delivery.
4. Describe a plan for staff orientation and on-going training for staff.
5. Provide a copy of written personnel policies.

d. Financial Responsibility

1. Complete Attachment D – Statement of Financial Responsibility and Attachment E – Certification of Financial Responsibility.
2. Provide one financial reference as described in Section 6.0(a)(4) above.
3. Provide a statement that the Offeror will comply with insurance coverage requirements set forth in Section 16 of the Lease Agreement.

g. Other Terms and Conditions

1. Identify any variances from or objections to the terms and conditions of the Lease Agreement template, as well as a justification for any such variances or objections.
2. Complete Attachment F – Equal Opportunities Certification and Attachment G – Certification of Non-segregated Facilities.
4. Indicate whether the Offeror is a non-profit and provide a copy of the Offeror's non-profit, tax-exempt status, if applicable, and/or a certificate of good standing.
5. Complete Attachment H indicating whether the Offeror is a minority/female/disabled-owned business

6. If applicable, provide a copy of the Offeror's Maryland State Department of Education (MSDE) EXCELS Status.
7. Complete Attachment I – Non-Debarment Acknowledgment.
8. Provide redacted copy of Offeror's proposal as specified in Sections 10.0 and 19.0.

7.0 PRICING

The Offeror will be required to pay monthly rent at a rate of no less than \$12.50 per square foot and any additional rent as specified in the Lease Agreement. Monthly rent is calculated by multiplying the total square feet of the space by \$12.50, then dividing by either ten (10) or twelve (12) months. Annual rent for any renewal terms shall be increased at each anniversary of the Lease Agreement by three percent (3%) over the previous year's annual rent. The rent rate is non-negotiable.

8.0 EVALUATION CRITERIA

The determination of those Offerors that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

- a. Qualifications, reputation, and experience of the Offeror relevant to the **Scope of Services**.
- b. The Offeror's proposed approach to providing services in the particular location, including all responses to the instructions set forth in **Section 6.0**.
- c. The sufficiency of financial resources of the Offeror to perform the Lease Agreement and provide the services.
- d. Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the Offeror as well as other relevant past performance information obtained from other sources known to MCPS.
- e. Pricing proposal and ability to meet obligations contained in the Lease Agreement.

For the specific location, proposals will be evaluated based on these criteria by the Selection Team comprised of Department of Facilities Management staff.

9.0 SELECTION OF THE OFFEROR(S)

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions related to this RFP prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened

down to a number of finalists. All Offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested. If only one Offeror submits a proposal for the specific location, the proposal must be reviewed by the Selection Team to determine if all of the requirements and qualifications are met.

MCPS may invite the finalists to make an oral presentation at a time and date to be announced. See Section 12.0 Schedule of Events. All respondents will receive written notification regarding the intent to award. Based on the recommendation of the Selection Team, the Board of Education may select the Offeror(s) to lease the proposed space(s) at the specific location. Should MCPS and the selected Offeror(s) not be able to reach a mutually agreeable Lease Agreement, MCPS is entitled to terminate negotiations with the selected Offeror(s), and select another Offeror(s) and/or advertise the available space for additional thirty (30) day increments until a responsive and responsible proposal is accepted. MCPS is entitled to enter into the resultant contract in accordance with this RFP. This solicitation does not commit MCPS to award any contract or pay any costs incurred in the preparation of a response. MCPS reserves the right to reject any and all responses in accordance with the best interests of MCPS.

10.0 SUBMISSION GUIDELINES

Each Offeror must submit a complete proposal for the specific location for which it wishes to be considered, including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Mrs. Angela McIntosh-Davis, team leader, Procurement Unit, at Angela_S_Mcintosh-davis@mcpsmd.org a Microsoft Word version to help them in preparing their response.

One original and six copies, as well as one electronic version on CD or flash drive and one redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes of proposals will be accepted. Proposals are to be received no later than 2:00 p.m., on Wednesday, May 19, 2021. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
45 W. Gude Drive, Suite 3100
Rockville, MD 20850

Please contact MCPS Procurement via e-mail at Angela_S_Mcintosh-davis@mcpsmd.org to receive an electronic MS Word copy of the RFP.

Please note that the Board or MCPS shall not be responsible nor be liable for any costs incurred by the Offeror in the preparation and submission of their proposals and pricing. Submissions will become the property of MCPS.

11.0 PROJECT CONTACT

The MCPS project contact for this proposed procurement is:

Montgomery County Public Schools
Real Estate Management Team
Attn: Boyd Lawrence
45 West Gude Drive, Suite 4000
Rockville, MD 20850
Phone: 240-314-1071
Boyd_lawrence@mcpsmd.org

All prospective firms are cautioned that information relating to the proposed procurement only may be obtained from Mrs. Davis-McIntosh. Once the contract is awarded, Mr. Lawrence, or another MCPS employee designated by the director of the Department of Facilities Management will be the point of contact with Offerors, who will be authorized to: serve as liaison between MCPS and the Offeror; give direction to the Offeror to ensure satisfactory and complete performance; monitor and inspect the Offeror's performance to ensure acceptable timeliness and quality; serve as records custodian for this contract; accept or reject the Offeror's performance; furnish timely written notice of the Offeror's performance failures; prepare required reports; and recommend contract modifications or terminations to the director, Department of Facilities Management. The MCPS project contact is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive MCPS' contractual rights. No such changes shall be made without the written authorization of the director of the Department of Materials Management. The project contact may be changed at any time; but notification of the change, including the name and address of the successor project officer, will be provided to the contractor in writing.

Any attempt to solicit information from other sources within the MCPS system may be cause for rejection of the Offeror's proposal.

12.0 SCHEDULE OF EVENTS

The anticipated schedule for activities related to this RFP is as follows:

RFP issued:	May 11, 2021
Site Visits:	May 24 – May 25, 2021
Questions due:	May 21, 2021
Responses posted:	May 28, 2021
Proposals due:	June 11, 2021 at 2:00 p.m.

Anticipated Notice of Intent
To Award date: July, 2021
Public Meeting: July, 2021
Board of Education Lease Approval: July, 2021

All dates are subject to change at the discretion of MCPS.

13.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Offeror's responsibility to check the MCPS' Procurement website or contact Procurement at 301-279-3555 or [Angela S McIntosh-davis@mcpsmd.org](mailto:Angela.S.Mcintosh-davis@mcpsmd.org) to verify whether addenda/errata have been issued. In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Offerors must acknowledge receipt of such addenda/errata, prior to the hour and date specified in this RFP or any addenda/errata for receipt of proposals, by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

14.0 EMARYLAND MARKETPLACE ADVANTAGE

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested Offeror register at <https://procurement.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

15.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing, to Mrs. McIntosh-Davis, team leader, MCPS, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email, [Angela S McIntosh-davis@mcpsmd.org](mailto:Angela.S.Mcintosh-davis@mcpsmd.org). Questions are due by close of business Friday, May 21, 2021. Responses will be posted on MCPS' Procurement website on Friday, May 28, 2021. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an Offeror in response to a request will be furnished to all Offerors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/

16.0 CONTRACTOR OBLIGATIONS

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Upon execution of a Lease Agreement, Offeror is required to submit a letter confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to

perform work in the building meet this obligation. Additionally, the Offeror must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the Offeror and/or its subcontractors use to operate its child care program in the building. The term “work-force” includes all of the Offeror’s direct employees, subcontractors and their employees, and/or independent contractors and their employees that the Offeror uses to operate its child care program in the building.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the Lease Agreement.

II. Required criminal background check process for certain individuals in the contractor’s workforce:

1. Offeror shall comply with Maryland laws regarding required criminal background checks. § 5-561 of the Family Law Article of the Maryland Code requires that any local school system or child care center, and any contractor or subcontractor of a local school system or child care center, ensure that any individuals in its work-force undergo a criminal background check, including fingerprinting, if the individuals will work in a school or child care facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. Upon the execution of a Lease Agreement, Offeror shall:
 - a) Implement the background check process in accordance with Maryland law and MSDE child care licensing requirements as set forth in Code of Maryland Regulations 13A.16.06;
 - b) Comply with any determination by MSDE to prohibit the employment of an individual based on the criminal background check;
 - c) Ensure that all individuals in the Offeror’s work-force receive training on recognizing, reporting, and preventing child abuse and neglect in accordance with Code of Maryland Regulations 13A.16.06.02; and
 - d) Provide all individuals in Offeror’s work-force with an identification badge to be worn at all times in the building.

The badging process will be at the Offeror’s expense.

Violation of this provision is a material breach of the Lease Agreement for which MCPS may take appropriate action up to and including termination of the Lease Agreement.

17.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations. The burden of production of all relevant evidence, data, and documents and the burden of persuasion to support the protest is on the Offeror making the protest.

18.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the Offeror does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that Offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages ___ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this Offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 19.0.

19.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS and Selection Team members have unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS and Selection Team members have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the Offerors in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the Offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the Offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

20.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a

complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

21.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your proposal. Type or print legibly in ink.

I. OFFEROR INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) _____
- 2. Business Name (if different from above) _____
- 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this response.

II. OFFEROR'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Representative's Name _____
- 4. Phone Number/Extension _____
- 5. Fax Number _____
- 6. Toll Free Number _____
- 7. Email Address _____
- 8. Website _____

III. OFFEROR'S CERTIFICATION:

- A. I hereby certify that I am authorized to sign for the Offeror and that all statements, representations, and information provided in this response to the RFP including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

ATTACHMENT A

Board of Education Policy DNA, Management of Board of Education Property

POLICY

BOARD OF EDUCATION OF MONTGOMERY COUNTY

Related Entries: DNA-EA, DNA-RA
Responsible Office: Chief Operating Officer
Related Source: *Annotated Code of Maryland*, Education Article, §4-115, §5-301

Management of Board of Education Property

A. PURPOSE

The Montgomery County Board of Education (Board) has an important responsibility to carefully manage its real property in order to ensure adequate schools and support facilities are available to serve future enrollment levels. In an era of enrollment growth, increasing the inventory of future school sites is a critical activity. This is accomplished through processes that result in school sites being included in county and city master plans as they are drafted. Management of the real property inventory also requires the establishment of processes to govern interim use of property that is not currently needed for a school or support facility or other appropriate educational purpose and disposition of real and non-real property when the Board determines that it is no longer needed for school purposes or has reached the end of its useful life.

B. PROCESS

1. Inventory Real Property

The Board owns real properties that are not currently used as school or support facilities, including developed and undeveloped sites that have been acquired for future school construction as part of long-range planning. Management of these properties may include interim use through a short-term lease. Leasing provides for the productive use of the property, while reserving it for future use. Leasing also provides income for this asset while achieving savings by passing maintenance responsibilities for the property to the tenant. The superintendent of

schools or his/her designee is authorized to negotiate fees and determine conditions consistent with this policy for the interim use of properties within the Board's real property inventory. The interim use through a short-term lease may occur under the following circumstances:

- a) The Board retains the property in its inventory to meet future educational needs.
- b) The interim use of undeveloped property should be consistent with its zoning classification and applicable laws.
- c) Community feedback for the interim use are considered in the recommendations of the superintendent of schools for lease of the property.
- d) Leases shall be awarded by competitive sealed bid or request for proposal.
- e) Leasing conditions should prohibit substantial alteration of property and purposes that interfere with future use for Montgomery County Public Schools (MCPS) educational purposes.
- f) No improvements to the property shall be allowed without permission of the superintendent of schools or his/her designee. As a part of the lease term, the superintendent of schools or his/her designee will evaluate permitted improvements made by the tenants, consider the impact of the improvement on the surrounding community, and determine whether the improvements should be removed by the tenant or kept for future school use.
- g) All lease terms shall be a maximum of three years with a renewal option determined by the Board. The Board has the option to allow a longer term under special circumstances. Such requests must be evaluated in the context of the six-year Capital Improvements Program (CIP) and the operational needs of schools. The superintendent of schools shall advise the Board of any pending request for a lease term longer than three years during the negotiation process.
- h) All new leases and renewals will require approval by the Board.

- i) When leasing properties, priority will be considered for programs that benefit MCPS students, their families, or staff in accordance with applicable laws.
- j) Leases will contain a termination clause that requires the tenant to relinquish possession of the land prior to the end of lease term when any of the following conditions exist:
 - (1) The tenant has defaulted on lease requirements.
 - (2) The property is needed for an approved capital project in the CIP before the current lease term expires.
 - (3) Another public use is identified as determined by the Board.
 - (4) The property is needed to meet requirements of environmental conservation regulations.
 - (5) The land is declared surplus by the Board because it is no longer needed for school purposes.
 - (6) The Board may terminate a lease at its sole discretion with adequate notice to the tenant.
- k) A sufficient timeline should be programmed in terminating or ending a lease with adequate notice to the tenant.

2. Disposition of Real Property

Maryland law governs the disposition of real property when the local board of education determines that it is no longer needed for school purposes.

In the event that any Board real property is considered to have no further use for school system purposes, the superintendent of schools shall make a recommendation to the Board that the property be surplus in accordance with Maryland law. The recommendation will include the rationale for the proposal, an estimate of the fair market value of the property based on independent appraisals, and the identification of the amount and year of state appropriations for construction and/or improvements of buildings on the site. Real property

surplused to the county must include rights to reclaim the property in the future if needed for school purposes.

3. Easements and Rights-of-Way

The superintendent of schools or his/her designee is authorized to approve and execute easements, rights-of-way, and memorandums of understanding requested by other public agencies and utility firms that are routine in nature and report to the Board annually.

4. Other Than Real Property

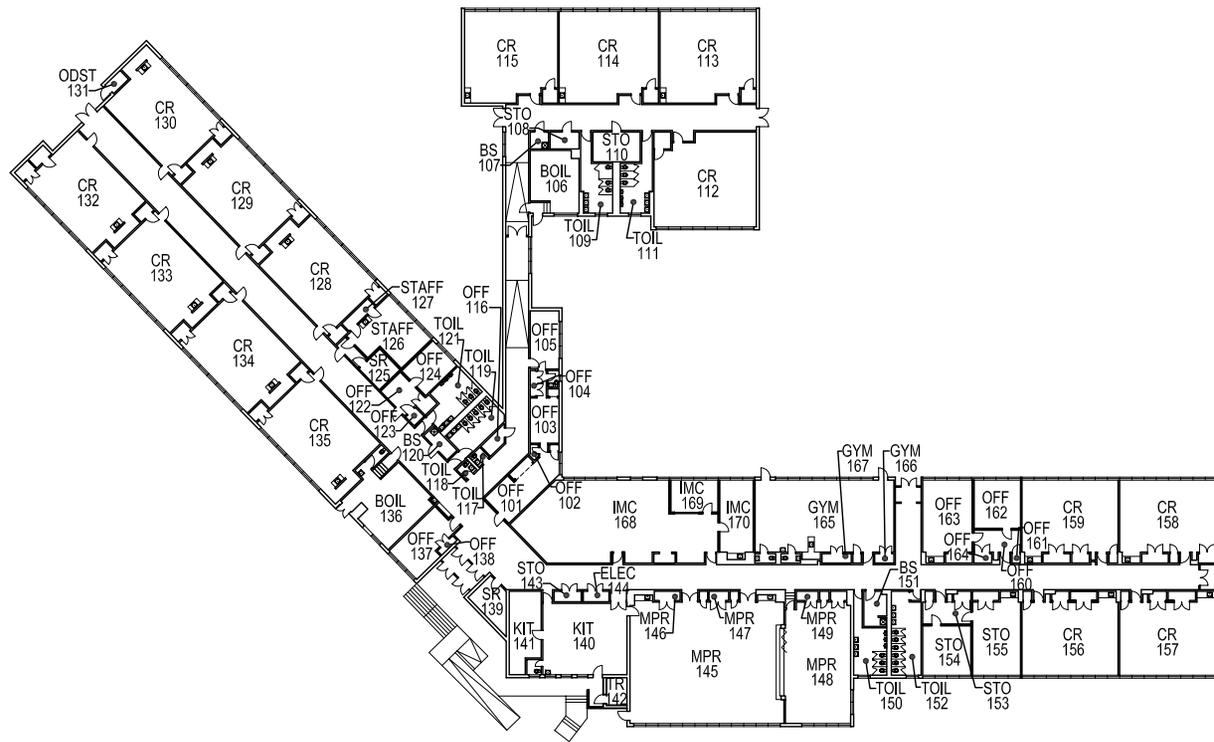
The superintendent of schools is authorized to trade in or sell property that is no longer of operational value to the instructional program or school operations and has trade-in or sale value. Property that does not have trade-in or sale value may be donated to charitable organizations.

C. REVIEW AND REPORTING

1. Sales that exceed \$25,000 in proceeds will be reported to the Board as an item of information.
2. The superintendent of schools shall annually report the non-school use of real property in the Board's inventory and fees received for such use.
3. The superintendent of schools shall annually report executed easements, rights-of-way, and memorandums of understanding requested by other public agencies and utility firms.
4. This policy will be reviewed in accordance with the Board policy review process.

Policy History: Adopted by Resolution No. 431-58, August 12, 1958, amended by Resolution No. 447-73, July 10, 1973; reformatted by Resolution No. 333-86, June 12, 1986, and Resolution No. 458-86, August 12, 1986; amended by Resolution No. 10-15, January 13, 2015.

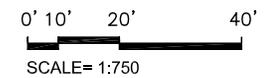
ATTACHMENT B
Plan for Leased Premises at Radnor Center



MAIN FLOOR PLAN



RADNOR ELEMENTARY SCHOOL



LEASE AGREEMENT

Dated _____, 2021

between

BOARD OF EDUCATION OF MONTGOMERY COUNTY

LANDLORD

And

TENANT

for

the Premises located at

_____, Montgomery County, Maryland _____

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made this _____ day of _____, 2021, by and between the BOARD OF EDUCATION OF MONTGOMERY COUNTY (the “Board”), governing body of MONTGOMERY COUNTY PUBLIC SCHOOLS (MCPS) (collectively, the “Landlord”) and _____, [corporate entity type] (“Tenant”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant, intending legally to be bound, hereby covenant and agree as set forth below.

ARTICLE 1 Basic Lease Provisions

1.01 Premises. Landlord does hereby lease to Tenant that certain premises described as a portion of the _____ Center, located at _____, _____, Maryland _____ (the “Building”) containing approximately _____ square feet, as shown and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Premises”). The rentable area of the Premises shall be confirmed by measuring the usable square feet within the interior faces of exterior walls of the rooms comprising the Premises. The use and occupation by Tenant of the Premises shall include the use of the existing walkways, halls, corridors, and entrances, parking lot facilities, driveways, and the outdoor play area (“Common Areas”).

1.02 Commencement Date. _____ 1, 2021.

1.03 Termination Date. Unless extended pursuant to Article 1.07 below, the date that is _____ (____) years after the Commencement Date.

1.04 Term. The Term shall commence on the Commencement Date and expire at 11:59:59 p.m. on the Termination Date unless extended pursuant to Article 1.07 below.

1.05 Base Rent. Base Rent shall be _____ Dollars (\$_____) for the first year of the Term; payable in twelve (12) monthly installments of _____ Dollars (\$_____) each.

1.06 Base Rental Adjustments. Tenant’s Base Rent shall be adjusted commencing _____ 1, 20____, and each year thereafter by three percent (3%) above the previous year’s rent.

1.07 Renewal Option. Provided that the Premises are available and not scheduled for use by MCPS and the Tenant is in good standing, there is no current Event of Default under the Lease, and the Tenant has not had rent arrearages in the previous six months, Landlord hereby grants to Tenant, subject to approval by the Board, _____ (____) renewal terms (each a “Renewal Term”) of twelve (12) months each on the same terms and conditions of the current Term, unless otherwise modified. If Tenant desires to exercise a Renewal Option, Tenant shall provide Landlord with written notice that Tenant intends to renew the Lease not less than six (6)

months, prior to the expiration of the then-current Term. Thereafter, Landlord shall promptly seek approval from the Board and advise Tenant whether the Renewal Term has been accepted by the Board. Renewal shall be in the form of a lease amendment duly executed by the Landlord and Tenant. Notwithstanding anything to the contrary in this Article 1.07, the Landlord and the Tenant shall not renew the Term if the Premises is needed for an approved capital project in the Landlord's Capital Improvements Program or for another public use as determined by the Board.

1.08 Security Deposit. Simultaneously with execution of this Lease by Tenant, Tenant shall deposit with Landlord the sum of _____ Dollars (\$ _____) (the "Security Deposit"). Landlord will place the Security Deposit in a non-interest bearing account and shall return the Security Deposit thirty (30) days after the termination of the Lease, less any charges for damages and expenses. Landlord reserves the right to apply the Security Deposit in whole or in part, to any overdue arrearages incurred by the Tenant for nonpayment of Rent, any costs incurred by Landlord to perform repairs to the Premises or the Building due to damage caused by Tenant or to remove Tenant improvements at the end of the Lease, any loss or damage sustained by Landlord due to Tenant's failure to perform any terms of the Lease, or any other sums due to Landlord pursuant to this Lease. Upon demand of the Landlord, Tenant shall forthwith restore the Security Deposit to the original sum deposited.

1.09 Tenant's Proportionate Share. Tenant's Proportionate Share shall equal a fraction, the numerator of which is the rentable square footage of the Premises and the denominator of which is the rentable square footage of all space in the Building. As of the Commencement Date, Tenant's Proportionate Share equals ____%.

1.10 Permitted Use. Tenant shall be permitted to use the Premises as a _____ and those activities related to such services. Tenant shall use the Premises Monday through Friday, during the hours of 8:30 a.m. until 5:00 p.m. ("School Hours"). Occasional use after School Hours and on weekends ("Occasional Use Hours") is permitted provided that scheduling is coordinated with the Interagency Coordinating Board for Community Use of Public Facilities and Services (ICB). Landlord shall not provide building services staff during Occasional Use Hours unless coordinated with ICB. Tenant also may use certain Common Areas of the Building shared with Landlord, user groups permitted by ICB, and the general public as provided in Landlord's policies and regulations. Common Areas permitted for use by Tenant are designated on Exhibit A.

1.11 Landlord's Address.

Montgomery County Public Schools
Department of Facilities Management
45 West Gude Drive, Suite 4000
Rockville, Maryland
Attention: Director

With a copy to:

Montgomery County Public Schools
Office of General Counsel

850 Hungerford Drive, Rm. 156
Rockville, Maryland 20850
Attention: General Counsel

1.12 Tenant's Address.

With a copy to:

ARTICLE 2
Definitions

The following terms, when used herein, shall have the meanings set forth below.

2.01 Additional Rent. As defined in Article 5.03.

2.02 Affiliate. Any successor to Tenant upon merger, reorganization or consolidation and any other entity now or hereafter that (i) controls Tenant or any successor to Tenant, (ii) is controlled by Tenant or any successor to Tenant, or (iii) is controlled by the same entity that controls Tenant or any successor to Tenant. References to Tenant in this Lease shall include any Affiliate of the Tenant.

2.03 Agents and Related Parties. Officers, partners, directors, employees, agents, licensees, patrons, contractors, subcontractors, students, students' family members, volunteers, and invitees.

2.04 Alterations. Alterations, decorations, additions or improvements of any kind or nature to the Premises, whether structural or non-structural, interior, exterior, or otherwise, that are made by Tenant or its Agents and Related Parties on or after the Commencement Date.

2.05 Event of Default. As defined in Article 20.

2.06 Herein, hereafter, hereunder, and hereof. Under this Lease, including all Exhibits.

2.07 Land. The parcel of land containing the Premises and the Building subject to all rights, easements, and appurtenances thereunto belonging or pertaining.

2.08 Laws. All statutes, ordinances, policies, rules, orders, procedures, and regulations now in effect or hereinafter promulgated whether required by the Federal government, the State of Maryland, Montgomery County, and any other public or quasi-public federal, state, or local

authority having jurisdiction over the Premises, including, but not limited to, the Americans with Disabilities Act.

2.09 Rent. Base Rent and Additional Rent.

2.10 Substantial Part. More than fifty percent (50%) of the rentable square footage of the Premises.

ARTICLE 3 The Premises

3.01 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions hereinafter provided.

3.02 Acceptance of the Premises. At the commencement of the Term hereunder, except as otherwise provided herein, Tenant shall occupy the Premises in their “as is” condition, and Landlord shall not be required to make any repairs or improvements to the Premises other than as agreed to in advance by Landlord in writing or as set forth elsewhere herein. Tenant shall provide its own furniture, fixtures, and equipment. Notwithstanding the foregoing, the Premises shall be delivered to Tenant in a broom clean condition, free of any personal property or debris.

ARTICLE 4 Early Termination

4.01 Landlord’s Termination Option. Landlord has the right to terminate this Lease early for the following reasons:

- (a) An Event of Default as described in Article 20.01 which remains uncured;
- (b) The Premises is needed for an approved capital project in the MCPS Capital Improvements Program before the current Term expires;
- (c) Another public use is identified as determined by the Board;
- (d) The property is needed to meet requirements of environmental conservation regulations; or
- (e) The Land is declared surplus by the Board because it is no longer needed for school purposes.
- (f) At the Landlord’s sole discretion with adequate notice to Tenant.
- (g) A change in hazardous material regulations or other circumstance resulting in the need for a substantial hazardous materials remediation.

4.02 Landlord shall have the right to terminate this Lease early as set forth above in its sole discretion. Notice provisions set forth in Article 20 shall apply to early termination of this

Lease under Article 4.01(a). For early termination based on Articles 4.01(b) – 4.01(f) above, Landlord may terminate this Lease upon not less than one hundred twenty (120) days prior written notice to Tenant. Notice provisions set forth in Article 24.04 shall apply to early termination of this Lease under Article 4.01(g).

4.03 Tenant’s Termination Option. The Tenant has the right to terminate this Lease early for any reason, at any time and at no cost to the Tenant, if the Tenant determines that termination of this Lease is in its best interest. Such termination shall be effective on the later to occur of (i) one (1) year after delivery of written notice, or (ii) a date mutually agreed to by the Parties in writing.

ARTICLE 5 Rent

5.01 Base Rent. Base Rent shall be as specified in Article 1.05.

5.02 Payment of Base Rent. Base Rent shall be paid monthly on the first day of each month during the Term. Each monthly installment shall be made payable to Montgomery County Public Schools, and delivered to the Division of Controller, 45 West Gude Drive, Suite 3202, Rockville, Maryland, 20850.

5.03 Additional Rent; Payment of Additional Rent. All sums payable by Tenant under this Lease, other than Base Rent, shall be deemed “Additional Rent”, and, unless otherwise set forth herein, shall be payable monthly on the first day of each month during the Term, without demand, notice, deduction, offset, or counterclaim except as expressly provided in this Lease. Landlord may charge Additional Rent to offset its increased operating expenses as set forth in Article 10.1. Each monthly installment of Additional Rent (if any) shall be made payable to Montgomery County Public Schools, and delivered to the Division of Controller, 45 West Gude Drive, Suite 3202, Rockville, Maryland, 20850.

ARTICLE 6 Late Fee

6.01 Late Fee. In the event the Tenant fails to make any payment required by Article 5 of this Lease within five (5) days of the due date, Tenant shall pay to Landlord the installment amount plus five percent (5%) of the installment amount as a late fee.

6.02 Payment. As further inducement for the Landlord to lease the Premises to the Tenant, the Tenant, its executors, legal representatives, and assigns, agree to indemnify and hold harmless the Landlord and its Agents and Related Parties from and against judgments, costs, interest, and expenses (including but not limited to reasonable attorneys’ fees and court costs) to which they become subject or otherwise arising out of the Tenant’s failure to make any payment required under Article 5 of this Lease.

ARTICLE 7
Parking

7.01 Parking. During the Term, Tenant and its Agents and Related Parties shall have the non-exclusive right to use _____ existing improved parking spaces servicing the Building during School Hours and Occasional Use Hours. The parking spaces are designated in the attached Exhibit B. If circumstances arise that require Tenant to seek additional parking spaces, Landlord and Tenant shall use good-faith efforts to reach a mutually acceptable accommodation. It is understood and agreed that the Landlord and its Agents and Related Parties do not assume any responsibility for, and shall not be held liable for, any damage or loss to any automobiles parked in the parking area or for any personal property located therein, or for any injury sustained by any person in or about the parking area.

ARTICLE 8
Use

8.01 Tenant shall occupy the Premises solely for the Permitted Use. Tenant shall maintain in full force and effect all licenses and permits required for Tenant to operate its business on the Premises lawfully. Tenant shall not use or occupy the Premises in any manner that is unlawful or dangerous or that shall constitute waste.

ARTICLE 9
Assignment and Subletting

9.01 Consent Required. Tenant shall not assign, sublease, transfer, mortgage, or otherwise encumber this Lease (or permit a third party to occupy or use) the Premises or any part thereof, without Landlord's prior written consent (which consent shall be determined by Landlord in its sole discretion), nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be affected by operation of law or otherwise. Any assignment, sublease, transfer, mortgage, or encumbrance without Landlord's prior written consent (which consent shall be determined by Landlord in its sole discretion) shall be voidable by Landlord and may be deemed an Event of Default. Tenant shall not sell or transfer its business to any other entity without prior written consent from the Landlord, in the Landlord's sole discretion. Any sale or transfer of Tenant's business without Landlord's prior written consent shall make this Lease voidable and deemed an Event of Default.

9.02 Tenant to Remain Liable. If, pursuant to Article 9.01, an assignment, sublease, transfer, mortgage, encumbrance, or sale is permitted with Landlord's prior written consent, Tenant shall remain liable under this Lease. Neither the consent by Landlord to any assignment, sublease, transfer, mortgage, encumbrance, or sale nor the collection or acceptance by Landlord of Rent from any assignee, subtenant, occupant, or other party shall be construed as a waiver or release of the initial Tenant from the terms and conditions of this Lease or relieve Tenant or any assignee, subtenant, occupant or other party from obtaining the consent in writing of Landlord to any further assignment, sublease, mortgage, transfer, encumbrance, or sale.

ARTICLE 10
Maintenance and Repair; Operation of Premises

10.01 Landlord's Operating Expenses: Utilities and Maintenance. It is the purpose and intent of Landlord and Tenant that the Base Rent paid to Landlord includes Tenant's Proportionate Share of the Building's operating expenses which includes costs and expenses for utilities (except for those set forth in Article 10.2 below), and ordinary maintenance costs ("Landlord's Operating Expenses"). Ordinary maintenance is defined as (i) normal maintenance, including interior maintenance and janitorial services, maintenance of cleaning and bathroom supplies, refuse removal, snow removal, operation of the Building alarm system, parking lot maintenance, external Building maintenance and landscaping and (ii) repair of major Building systems, namely heating, cooling, plumbing, electricity, roofing, windows, and all other structural elements of the Building. Tenant shall provide prompt notice to the MCPS Director of the Department of Facilities Management, designee of the Superintendent of Schools (the "Director of Facilities Management"), or his/her designee of any Building condition or situation that requires maintenance and/or repair. Landlord retains the right to impose additional assessments to offset increases in energy costs and water/sewer fees, or similar expenses. Such assessments shall be based on increased costs incurred by Landlord during the previous twelve-month period, shall be deemed as "Additional Rent" and shall be imposed only after Landlord has given Tenant at least thirty (30) days written notice of the assessments before they become effective as an amendment to the Lease. If for budgetary reasons, the Landlord's funding authority does not appropriate or allocate sufficient funds to provide for Landlord's Operating Expenses, Tenant may obtain or provide these services subject to prior written approval by the Director of Facilities Management or his/her designee and obtain a corresponding reduction in Rent as appropriate. These services must meet standards and requirements established by the Director of Facilities Management.

10.02 Tenant's Operating Expenses. Except for the ordinary maintenance and repair assumed by Landlord in Article 10.1 above, Tenant shall be responsible for all costs and expenses connected with its everyday business operation including, but not limited to: (i) telephone and internet services, (ii) drinking water, (iii) additional security equipment or services, such as card readers, cameras, door buzzers, or electronic locks, (iv) renter's insurance covering liability, casualties, and personal property, (v) license fees, (vi) personnel and payroll taxes, (vii) and any and all maintenance and repairs resulting from the negligent acts or omissions of Tenant or its Agents and Related Parties (which maintenance and repairs shall be performed at Tenant's sole cost and expense). Tenant understands that the water distribution system in the Building is non-potable and agrees to contract with a water service provider at its sole cost and expense to ensure the availability of adequate drinking water on the Premises.

10.03 Capital Improvements. If the need to rebuild or replace a major component of the Premises arises during the Lease Term, and the Landlord's funding authority does not appropriate or allocate sufficient funds for the capital improvement, Tenant may perform the work of the capital improvement at its sole cost and expense, subject to prior written approval by the Director of Facilities Management or his/her designee. Tenant may obtain a corresponding reduction in Rent as appropriate. The capital improvement work must meet standards and requirements established by the Director of Facilities Management.

ARTICLE 11
Alterations

11.01 In determining whether to permit any Alterations, Landlord shall consider the impact of the Alterations on the surrounding community, and determine whether Tenant is required to remove any Alterations upon expiration or termination of the Lease or whether the Alterations should be kept for future school use. Tenant shall not make or permit any Alterations without prior written consent of the Director of Facilities Management, such consent to be granted or withheld in the Director's sole discretion. If consent is granted, Landlord shall impose the following conditions to its consent: (i) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Alterations upon completion for all work, labor, and services to be performed and materials to be furnished, signed by all contractors, sub-contractors, and materialmen participating in the Alterations and providing labor or materials in excess of \$5,000, (ii) prior approval of the plans, specifications, and Tenant's contractor(s) with respect to the Alterations, and (iii) any other conditions in Landlord's sole discretion.

11.02 Any Alterations made by or obtained by Tenant shall not be permitted if Landlord, in its sole discretion, determines that the Alterations would interfere with future use of the Premises for MCPS educational purposes.

11.03 Any Alterations made or obtained by Tenant are at Tenant's sole risk and expense, and the Landlord shall not be held responsible for any claims for injury or loss of property due to Alterations made by or for Tenant.

11.04 Tenant shall not be due any refund or payment of any kind from the Landlord for any Alterations to the Premises, code mandated or otherwise, made by or for the Tenant.

11.05 Tenant may be required upon the termination of the Lease to restore the Premises to the condition in which they were delivered to Tenant and remove any Alterations which was so designated in the written consent which was given to Tenant according to Article 11.01 above, less normal wear and tear. Tenant shall repair any damage caused by such removal to the Premises or the Building. In addition, Tenant will restore or repair any damage to the Premises or the Building caused by Tenant including any repairs or restoration required to ensure accessibility by any individual with a disability, as defined by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Any modifications to the Premises must comply with the American National Standards Institute (ANSI A117.1 - 1961 (R1971)). If Tenant fails to restore the Premises as required herein within thirty (30) days after Landlord's notice, Landlord shall have the right to perform the restoration, in Landlord's sole discretion, and Tenant shall reimburse Landlord for Landlord's expenses thereof within ten (10) days after Landlord's written demand. Any such expenses incurred by Landlord shall be deemed Additional Rent.

11.06 All Alterations shall conform to the requirements of Landlord's and Tenant's insurers and of the federal, state, and local governments having jurisdiction over the Premises, shall be performed in accordance with the terms and provisions of this Lease in a good and workmanlike manner, and shall not adversely affect the value, utility, or character of the Premises.

11.07 As determined by the Director of Facilities Management, any increased Building operating costs resulting from Alterations will be added to the Rent, and Tenant shall pay such costs as Additional Rent.

ARTICLE 12 Mechanics Liens

12.01 In the event that Tenant, with Landlord's prior written consent, shall undertake the construction of any Alterations or other such work upon the Premises, Tenant shall provide for the prompt payment of all applicable contractors, subcontractors, and materialmen. Should the Tenant fail to discharge any lien or judgment resulting from Tenant's failure to make prompt payment within fifteen (15) days of its filing against any part of the Premises, or Tenant's interest therein, Landlord shall have the right to require the Tenant to immediately post an indemnity bond from an insurance or bonding company acceptable to the Landlord, or alternatively, at Landlord's option, an irrevocable bank letter of credit from a federally-chartered commercial bank licensed to transact full banking services in Maryland and acceptable to the Landlord, either of which shall be in an amount equal to 150% of the amount of any such lien(s) or judgment(s). Upon Tenant's failure to provide said bond or letter of credit within fifteen (15) days of demand, Landlord may, in its sole discretion, pay the amount of any such lien(s) or judgment(s), and immediately collect same from the Tenant, as Additional Rent, within five (5) days of demand with interest accruing at two percent (2%) per annum above the "Prime Rate" as published by the Wall Street Journal as of the date such payment became due on such amounts, plus all costs and expenses, including reasonable attorneys' fees incurred by the Landlord in discharging said lien(s) or judgment(s). Neither Landlord's consent to any Alterations nor anything contained in this Lease shall be deemed to be the agreement or consent of Landlord to subject Landlord's interest in the Premises to any mechanic's or materialmen's liens.

ARTICLE 13 Responsibilities of Tenant

Tenant covenants and agrees as follows:

13.01 Tenant shall operate the Permitted Use at the Premises in accordance with Article 1.10 and Article 8.

13.02 Tenant shall not strip, overload, damage, or deface the Premises, and/or the Building, or the fixtures therein or used herewith, nor suffer or permit any waste in or upon the Premises or the Building.

13.03 Tenant shall not keep gasoline or other flammable material or any other explosive within the Premises and/or the Building which will increase the rate of fire insurance on the Building beyond the ordinary risk established for the type of operations described in Article 1.10 and Article 8 of this Lease. Any such increase in the insurance rate due to the above or due to Tenant's special operations carried on within the Premises, shall be borne by Tenant.

13.04 Tenant shall not do any act or thing in or about the Premises and/or the Building which makes void or voidable any insurance on the Premises or the Building, and Tenant expressly agrees to conform to all rules and regulations reasonably established from time to time by the

Landlord, or by the Maryland Insurance Rating Bureau, or any public authority having jurisdiction over such matters.

13.05 Tenant shall not use the Premises, the Building, or any part thereof or allow them to be used for any illegal, unlawful, or improper purpose or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood.

13.06 Tenant shall prohibit the following activities in the Premises at all times:

- (a) Use or possession of alcoholic beverages or other intoxicants;
- (b) Smoking or use of tobacco products;
- (c) Gambling;
- (d) Fires, grilling, open flames, and the use of flammable materials;
- (e) Parties and celebrations that are not connected with or ancillary to the Permitted Use and which are essentially private in nature, including but not limited to wedding receptions and other similar activities;
- (f) Use or possession of weapons, firearms, ammunition; and
- (g) Excessive noise.

13.07 Tenant shall not place upon the exterior of the Premises or the Building any placard, sign, lettering, banner, pennant, or awning except such, and in such place and manner, as shall have been first approved in writing by Landlord in accordance with any applicable Montgomery County zoning and sign requirements.

13.08 Tenant acknowledges that all responsibilities of Tenant relating to the use or misuse of the Premises, the Building, and anything therein shall be construed to include use or misuse thereof by Tenant's Agents and Related Parties.

13.09 Tenant and its Agents and Related Parties shall comply with all rules and regulations for the Building promulgated from time to time by the Landlord, and any violation of said rules and regulations shall be a violation of this Lease. MCPS policies and regulations are available for review at <http://www.montgomeryschoolsmd.org/departments/policy>.

13.10 Tenant shall actively participate in energy conservation strategies in compliance with the Landlord's policy on Energy Conservation, labeled ECA, and the MCPS Resource Conservation Guidelines established for the use of electricity and heating (pages A-4 through A-6 and A-8), both attached hereto and incorporated herein as Exhibit C.

13.11 Tenant shall comply with the Americans with Disabilities Act and all federal, state and local laws regarding providing access and services to disabled persons.

13.12 Tenant shall not have pets in or about the Premises. This provision does not limit the right of Tenant or its Agents and Related Parties to have bona fide service animals on the Premises in accordance with MCPS Regulation ACG-RC, attached hereto as Exhibit D. Tenant is solely responsible for the proper care of service animals in the Premises and the Building and for keeping the Premises and the Building clean and free of debris and waste associated with the care and feeding of service animals.

13.13 Landlord has implemented a regulation regarding recycling, labeled ECF-RC, attached hereto and incorporated herein as Exhibit E. Tenant agrees to comply with the recycling plan for the Premises by collecting recyclable waste material generated by its operation into appropriate receptacles provided by Tenant for this purpose and by providing for pick-up of recycling equal to the Landlord's service standards.

13.14 In the event that the Building is designated as an approved polling place, Tenant shall adhere to the requirements of the Montgomery County Board of Elections for the Building to operate as a polling place.

13.15 Tenant shall comply with all MCPS security procedures and protocols for the Building, and Tenant shall be solely responsible for supervision of all its Agents and Related Parties and non-MCPS visitors.

13.16 Tenant shall close and lock all entrance doors and windows in the Premises and the Building when the Premises and the Building are not in use. Further, before closing and leaving the Premises or the Building at any time, Tenant must close all windows and doors and secure the Premises and the Building. Tenant may not prop open any doors, other than for purposes of moving furniture and equipment into or out of the Premises or Building or moving children to outdoor play areas; in all other cases, doors must remain closed. Tenant must not place any additional locks or bolts of any kind upon any of the entrance or interior doors or windows, or change any existing locks, without prior written approval of the Landlord. In the event an approved change is made to the existing locks, the Tenant must provide Landlord with keys to the new locks. Upon the termination of this Lease, Tenant must return all keys to the Building, offices, and bathrooms, either furnished to, or otherwise procured by Tenant to Landlord. In the event of the loss of any keys provided to Tenant, Tenant must pay Landlord the cost of replacement keys and/or locks.

13.17 Tenant shall perform any and all obligations under this Lease in a timely manner.

13.18 Tenant shall repair, at its sole cost and expense, any damage to the Premises or the Building caused by removal of the Tenant's property from the Premises or the Building so that the Premises are in substantially the same condition as at the commencement of the Lease, reasonable wear and tear and damage from casualty or condemnation excepted.

13.19 Tenant verifies and acknowledges that the person executing this Lease on behalf of the Tenant has the legal authority to bind the Tenant to the duties and obligations set forth in this Lease. The Tenant further verifies and acknowledges that such person's signature creates a binding obligation on the part of the Tenant for the Term of this Lease.

13.20 Tenant verifies and acknowledges that it is in good standing and/or qualified to do business in the State of Maryland.

ARTICLE 14
Tenant's Equipment and Property

14.01 Taxes on Tenant's Property. Tenant shall timely pay any applicable taxes on Tenant's furniture, fixtures, and equipment located at the Premises and/or Building.

14.02 Installing and Operating Tenant's Equipment. Without first obtaining the written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned, Tenant shall not install or operate in the Premises or in the Building (i) any electrically operated equipment or other machinery, other than equipment that does not require wiring, cooling, or other service in excess of the capacity for the Premises or the Building, (ii) any equipment of any kind or nature whatsoever which will require any changes, replacements or additions to, or changes in the use of, any water, heating, plumbing, air conditioning, or electrical system of the Premises or the Building for which a permit must be obtained from the applicable governmental authority, or (iii) any equipment which causes the floor load to exceed the reasonable load limits set by Landlord for the Premises and the Building.

14.03 Maintenance and Repair of Tenant's Equipment. Landlord shall not be responsible for maintenance or repair of Tenant's equipment, fixtures, or furnishings, unless such maintenance or repair is necessitated as a result of the gross negligence of Landlord.

ARTICLE 15
Right of Entry

15.01 Tenant shall permit Landlord or its Agents and Related Parties, upon reasonable notice, to enter the Premises without charge to Landlord and without diminution of Rent, to (i) examine, inspect and protect the Premises, (ii) make such capital replacements and repairs or perform such maintenance as Landlord elects to perform in its sole discretion, (iii) exhibit the same to prospective purchasers of the Premises or to present or future mortgagees, (iv) exhibit the same to prospective tenants, and (v) to perform any function for the reasonable protection of the Premises. In the event of an emergency, notice shall not be required.

ARTICLE 16
Insurance

16.01 Liability Insurance. Tenant, at its sole cost and expense, shall procure and maintain throughout the Term coverage for commercial general liability through a policy of liability insurance insuring against claims, demands, or actions for bodily injury, death, personal injury, and loss or damage to property (and covering costs and expenses, including reasonable attorneys' fees) arising out of or in connection with: (i) the Premises or the Building, (ii) Tenant's operations in, maintenance of, and use of the Premises or the Building, and (iii) Tenant's liability assumed under this Lease. Such insurance shall have a minimum bodily injury limit of One Million Dollars (\$1,000,000) for accident or death to one person, and Three Million Dollars (\$3,000,000) in the aggregate, with property damage coverage of at least Five Hundred Thousand Dollars (\$500,000), all on an occurrence basis.

16.02 Products and Completed Operations Coverage. Tenant, at its sole cost and expense, shall procure and maintain throughout the Term insurance covering Products and completed operations insurance applicable to property damage in the amount of One Million Dollars (\$1,000,000) per incident, Three Million Dollars (\$3,000,000) in the aggregate.

16.03 Worker's Compensation. Tenant, at its sole cost an expense, shall procure and maintain throughout the Term Workers' Compensation insurance as an employer to meet the requirements of Maryland Law.

16.04 Commercial Automobile Insurance. Tenant, at its sole cost and expense, shall procure and maintain throughout the Term Comprehensive automobile insurance with minimum coverages of Two Hundred and Fifty Thousand Dollars (\$250,000) per person for bodily injury, One Million Dollars (\$1,000,000) bodily injury per occurrence, and property damage of Three Hundred Thousand Dollars (\$300,000) each occurrence, with all coverages applicable to owned, non-owned, and hired vehicles.

16.05 Flood and Water Damage Insurance. Tenant, at its sole cost and expense, shall procure and maintain throughout the Term coverage for flood and water damage to protect the Premises from water damage and to insure the Tenant's personal property and equipment. The failure of the Tenant to obtain Flood and Water Damage Insurance shall not diminish or negate the Tenant's obligation to hold harmless the Landlord from liabilities, damages, and losses arising from water related damages to the Premises, persons, or the property of the Tenant.

16.06 Requirements of Insurance Coverage. All such insurance required to be carried by Tenant herein shall be issued by an insurance company licensed in the State of Maryland and acceptable to the Landlord. All such insurance (i) shall contain a provision or endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss, (ii) shall name Landlord as an additional insured on the general liability and casualty insurance policies (excluding workers compensation policies), without exception to coverage, and (iii) shall provide that the policy shall not be cancelled or failed to be renewed without at least thirty (30) days prior notice to Landlord.

16.07 Evidence of Insurance. Within fifteen (15) days of the Commencement Date, Tenant shall deliver to Landlord a certificate of insurance evidencing the coverages required under this Lease. Tenant must provide on an annual basis evidence that is satisfactory to Landlord of the insurance coverages required under this Lease.

16.08 Subrogation. If a casualty or other occurrence covered by the insurance required by this Lease occurs, Tenant must look solely to its insurer for reimbursement and Tenant must ensure that such insurance is so written that Tenant's insurer waives all rights of subrogation and shall have no cause of action against Landlord or its Agents and Related Parties as a result of such casualty or occurrence. Tenant waives and releases all right of recovery which it might otherwise have against Landlord or its Agents and Related Parties by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that Tenant would be covered by insurance if Tenant complied with the requirements of this Lease pertaining to insurance.

16.09 Security System. In the event the Landlord engages the services of a professional security system for the Premises or the Building, it is understood that such engagement in no way increases the Landlord's liability for occurrences and/or consequences which such a system is designed to detect or avert and that the Tenant must look solely to its insurer as set forth above for claims for damages or injury to any person or property of Tenant.

ARTICLE 17
Utilities

17.01 Landlord shall pay directly to the suppliers all charges for water, sewer, gas, electricity, used upon the Premises commencing on the Commencement Date. Landlord shall not be liable to Tenant for interruption in or curtailment of any utility service. No interruption or curtailment of utility service shall constitute a constructive eviction. Tenant shall be solely responsible for any other utilities or services (telephone, internet, etc.) for which it contracts

ARTICLE 18
Liability

18.01 Tenant's Indemnity. From and after the date hereof, Tenant shall, at no cost to Landlord, indemnify, defend, and hold Landlord and its Agents and Related Parties harmless from and against all claims, liabilities, settlements, compromises, and costs of whatsoever kind and nature (including reasonable attorneys' fees, experts' fees, and court costs) (collectively, "Claims") which may be imposed upon, or incurred by, or asserted against Landlord or any of its Agents and Related Parties by reason of: (i) any accident, occurrence, injury to or death of persons, or loss of or damage to property, on the Premises and/or Building caused by the negligence or willful misconduct of Tenant or any of its Agents and Related Parties; (ii) any negligence or willful misconduct on the part of the Tenant or any of its Agents and Related Parties; (iii) damage or injury to any Landlord property in the Premises and/or Building which was caused by the negligence or willful misconduct of Tenant or any of its Agents and Related Parties; and (iv) loss or damage proximately caused by an uncured Event of Default by Tenant under this Lease.

18.02 Landlord's Limit of Liability. In case any action or proceeding is brought against Landlord or its Agents and Related Parties for any of the reasons set forth in Article 18.01, Tenant must reimburse Landlord the cost of defending such action or proceeding, or upon Landlord's written demand, and at Tenant's sole cost and expense, Tenant must defend such action and proceeding by counsel approved by Landlord. Nothing herein shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of the Board, MCPS, or their Agents and Related Parties pursuant to Laws, or otherwise

18.03 Personal Property at Tenant's Risk; No Consequential Damages. Notwithstanding anything to the contrary in this Lease, from and after the date hereof, (i) any goods, automobiles, property or personal effects stored or placed by Tenant or its Agents and Related Parties in or about the Premises or the Building shall be at the sole risk of such party, and Tenant and its Agents and Related Parties hereby expressly waive their right to recover against the Landlord and its Agents and Related Parties, except to the extent of Landlord's negligence or willful misconduct, and subject always to applicable Laws, and (ii) each of Landlord and Tenant acknowledges to the other that neither party shall be liable to the other for indirect, consequential, incidental or punitive

damages or damages for lost profits, arising out of the loss or damage to any person or property of such party, or otherwise in connection with this Lease.

ARTICLE 19
Damage and Condemnation

19.01 Damage to the Premises.

(a) If (i) the Premises shall be damaged by fire or other cause resulting in partial damage, and (ii) there are sufficient insurance proceeds available to cover the cost of the repairs, then Landlord shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect a satisfactory settlement with any insurance company involved) repair such partial damage. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be required to expend any funds, other than insurance proceeds, to repair the Premises which have been damaged by casualty. Landlord may elect not to repair the damage because of a lack of insurance proceeds or because the damages are so extensive to make repair economically unfeasible, and in such event Landlord will promptly so notify Tenant and, at Tenant's option, this Lease shall partially terminate with respect to such portion of the Premises that is unusable by Tenant due to such damage, the Rent will be apportioned and paid to the date of such casualty and proportionately adjusted for the remainder of the Premises, and this Lease shall continue with respect to the remainder of the Premises.

(b) Notwithstanding Article 19.01.(a) above, if the Premises or a Substantial Part thereof are damaged by fire or other cause, or is damaged to such an extent that, in Landlord's reasonable judgment, the damage cannot be substantially repaired within one hundred twenty (120) days after the date of such damage, or because the damages are so extensive to make repair economically unfeasible, Landlord will promptly so notify Tenant no later than sixty (60) days after the occurrence of the casualty. Thereafter, either Landlord or Tenant may terminate this Lease with respect to all or such portion of the Premises that is unusable by Tenant due to such damage by providing notice to the other party within thirty (30) days from the date of Landlord's notice. The Rent shall be apportioned and paid to the date of such casualty, and if this Lease is not terminated, Rent shall be proportionately adjusted for the remainder of the Premises and this Lease shall continue with respect to the remainder of the Premises. If neither Landlord nor Tenant so elects to terminate this Lease but the damage required to be repaired by Landlord is not repaired within one hundred twenty (120) days from the date of such damage, Tenant, within thirty (30) days from the expiration of such one hundred twenty (120) day period, may terminate this Lease by notice to Landlord with respect to such portion of the Premises that is unusable by Tenant due to such damage in which case the Rent shall be apportioned and paid to the date of the casualty and proportionately adjusted for the remainder of the Premises and this Lease shall continue with respect to the remainder of the Premises. If a Substantial Part of the Premises are damaged by fire or other casualty, and Landlord notifies the Tenant that the damage cannot be substantially repaired within one hundred twenty (120) days after the date of such damage, Tenant's termination right under this Article 19.01.(b) shall apply to the entire Premises. Landlord and Tenant agree that if a casualty results in total destruction of the Building, the Landlord will have no obligation to rebuild the improvements.

19.02 Condemnation. If the whole or a Substantial Part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), then the Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and the Rent shall be prorated to the date when title vests in such governmental or quasi-governmental authority. If less than a Substantial Part of the Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), the Base Rent shall be reduced by the ratio that the portion so taken bears to the rentable square footage of the Premises before such taking, effective as of the date when title vests in such governmental or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant hereby agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award including for moving expenses and for the taking of any of Tenant's property which does not, under the terms of this Lease, become the property of Landlord at the termination of the Lease, as long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord's award.

ARTICLE 20
Default

20.01 Events of Default. Each of the following shall constitute an Event of Default:

- (a) Tenant fails to pay the Base Rent and Additional Rent within ten (10) days after such payment becomes due.
- (b) Tenant, its Agents and Related Parties fail to observe or perform any term, condition or covenant of this Lease, other than payment of Base Rent or Additional Rent, continuing for more than thirty (30) days after written notice from Landlord or, in the case of any such failure which cannot with due diligence be cured within thirty (30) days, within such additional period as may be reasonably granted by Landlord to cure such failure with due diligence by the Tenant.
- (c) Commencement of any proceedings to dissolve Tenant, termination of existence, or insolvency.
- (d) Tenant makes or consents to a general assignment of the Premises for the benefit of creditors or a common law composition of creditors, or a receiver for all or substantially all of Tenant's assets is appointed.
- (e) Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and is not discharged by Tenant within sixty (60) days.
- (f) Tenant abandons the Premises or discontinues the Permitted Use hereunder, with no response from Tenant after ten (10) days' notice from Landlord.

20.02 Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord shall have the right, at its election, then or at any time thereafter, to take any one or more of the following actions:

(a) Give Tenant written notice of Landlord's intent to terminate this Lease on the date of the notice or on any later date specified in the notice, and on such date Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated. Landlord shall have the right to recover all damages to which Landlord is entitled under this Lease and under Laws.

(b) Give Tenant written notice of Landlord's intent to terminate Tenant's right of possession of the Premises (without terminating this Lease), on the date of the notice or on any later date specified in the notice, and on such date Tenant's right to possession of the Premises shall cease. In such an event, Landlord shall use commercially reasonable efforts to relet the Premises, or any part thereof, on behalf of Tenant, for such rent and term and upon such other conditions as are reasonably acceptable to Landlord. Until Landlord relets the Premises, Tenant shall remain obligated to pay Rent to Landlord as provided in this Lease. If and when Landlord relets the Premises and if a sufficient sum is not realized from such reletting to satisfy the payment of Rent due under this Lease for any month, Tenant shall pay Landlord any such deficiency upon demand. Tenant agrees that Landlord may file suit to recover any sums due to Landlord under this Article from time to time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord.

(c) With or without terminating this Lease, re-enter and take possession of the Premises, expel Tenant and those claiming through Tenant, and remove Tenant's Alterations, signs, personal property, equipment, and other evidences of tenancy, and store them at Tenant's risk and expense or dispose of them; provided, however, that if Landlord elects to take possession only without terminating this Lease, such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from the obligation to pay the Rent for the Term or from any other obligation under this Lease.

(d) Pursue any and all legal remedies available in law or equity.

20.03 No Waiver. If Landlord institutes proceedings against Tenant and a compromise or settlement thereof is made, the same does not constitute a waiver of any other covenant, condition, or agreement herein contained, or of any of Landlord's rights hereunder, except to the extent expressly provided in the compromise or settlement. No waiver by Landlord of any failure to observe or perform any term, condition, or covenant of this Lease shall operate as a waiver of such term, condition, or covenant, or of any subsequent failure thereof. No payment of Rent or partial payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No re-entry by Landlord, and no acceptance by Landlord of any keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

20.04 Right of Landlord to Cure Tenant's Default. If an Event of Default occurs and is continuing, then Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the amount of the reasonable expense thereof to Tenant.

Such payment shall be due and payable upon demand; however, the making of such payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or prevent Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

ARTICLE 21
Disputes

21.01 Any claim, action, or suit between the Landlord and the Tenant that arises out of or relates to the performance of this Lease shall be brought and conducted solely and exclusively in the courts of the State of Maryland in accordance with the laws of the State of Maryland. Pending final decision of a dispute hereunder, Landlord and Tenant shall continue to diligently perform their obligations under this Lease, including the payment of Rent except as provided for hereunder.

ARTICLE 22
Surrender; Holding Over; Prorations

22.01 Surrender of the Premises. Tenant shall peaceably surrender the Premises to Landlord on the Termination Date or earlier termination of this Lease, in broom-clean condition and in substantially same or better condition as on the Commencement Date, except for reasonable wear and tear and damage from casualty and condemnation.

22.02 Removal of Tenant Property. In the event that Tenant's property is not removed from the Premises within five (5) days after the termination of this Lease, the property remaining will become the property of Landlord. Following termination of this Lease, Tenant must remove any and all signs erected by or on behalf of Tenant and must pay for or repair any damage caused by the installation or removal of such signage. At the time of termination of this Lease and at the Landlord's option, Tenant must participate in a walk-through with Landlord to inspect the Premises.

22.03 Holding Over. In the event that Tenant does not immediately surrender the Premises to Landlord on the Termination Date or earlier termination of this Lease, Tenant shall be deemed to be a tenant at sufferance upon all of the terms and provisions of this Lease, except the Base Rent shall be 150% of the then current Base Rent.. Notwithstanding the foregoing, if Tenant shall hold over after the Termination Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises. Tenant shall indemnify Landlord and its Agents and Related Parties against all damages, losses, expenses, and costs (including reasonable attorneys' fees and court costs) permitted under law that Landlord may incur as a result of Tenant's holdover use and occupancy of the Premises.

22.04 Prorations. All of Tenant's utility expenses, similar charges, or fees incurred in connection with this Lease of which Tenant is responsible shall be prorated and paid by Tenant as of the Termination Date. Tenant shall pay for services performed or for work on the Premises undertaken by or at the direction of Tenant on or prior to the Termination Date.

ARTICLE 23
Quiet Enjoyment

23.01 Landlord covenants that during the Term, Tenant shall peaceably and quietly occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease and easements, conditions, restrictions, and other matters of record affecting the Premises as of the Commencement Date.

ARTICLE 24
Tenant's Covenants Regarding Hazardous Materials

24.01 Definition. For purposes hereof, the term Hazardous Materials means Hazardous Material, Hazardous Substance, Pollutant or Contaminant, and Petroleum and Natural Gas Liquids, as those terms are defined or used in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any other substances regulated because of their effect or potential effect on public health, public safety, or the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. The term Hazardous Materials excludes common cleaning and maintenance supplies in sufficient quantities to permit the efficient operation of Tenant's business at the Premises, provided that such supplies are stored, contained and otherwise dealt with in accordance with applicable Hazardous Materials Law. The term Hazardous Materials Law means any present or future federal, state, or local law, code, rule, regulation, ordinance, order, standard, permit, license, guidance document, or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and re-authorizations, relating to industrial hygiene, environmental or unsafe conditions and/or the protection, preservation, conservation, or regulation of the environment.

24.02 Tenant's Acknowledgment; General Prohibition. Tenant hereby acknowledges and agrees that (i) Landlord has no duty to investigate the Premises and/or Building for Hazardous Materials, and (ii) Tenant is leasing the Premises subject to any Hazardous Materials in existence on the Premises and/or Building on the Commencement Date. Tenant and its Agents and Related Parties shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, retained, treated, discharged, released, spilled, or disposed of on, in, under, or about the Premises and/or Building by Tenant or its Agents and Related Parties, sublessees, or assignees without the prior written consent of Landlord; provided, however, that Tenant and its Agents and Related Parties, without Landlord's consent, may use toner, ordinary cleaning supplies, and other substances commonly found in educational facilities or used in Tenant's normal business operations as long as they are used and stored in compliance with Hazardous Materials Law. Landlord shall be entitled to take into account such factors or facts as Landlord may in its good faith business judgment determine to be relevant in determining whether to grant, condition, or withhold consent to Tenant's proposed activity with respect to Hazardous Materials. In no event, however, shall Landlord be required to consent to the installation or use of any additional storage tanks on, in, under, or about the Premises and/or Building. If Landlord consents to the generation, production, use, storage, retention, treatment or disposal of Hazardous Materials on, in, under, or about the Premises by Tenant, its Agents and Related Parties, sublessees, or assignees, then, in

addition to any other requirements or conditions that Landlord may impose in connection with such consent, (i) Tenant promptly shall deliver to Landlord copies of all permits, approvals, filings, and reports reflecting the legal and proper generation, production, use, storage, retention, treatment, or removal of all Hazardous Materials generated, produced, used, stored, retained, treated, or removed from the Premises and, upon Landlord's request, copies of all hazardous waste manifests relating thereto, and (ii) on or before the Termination Date or earlier termination of this Lease, Tenant shall cause all Hazardous Materials arising out of or related to the use or occupancy of the Premises during the Term by Tenant or its Agents and Related Parties, sublessees, or assignees to be removed from the Premises and/or Building and transported for use, storage, or disposal in accordance with all applicable Hazardous Materials Laws, regulations, and ordinances, and Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord of the same.

24.03 Tenant's Indemnification. From and after the date hereof, Tenant shall indemnify, defend, and hold Landlord harmless from any and all actions (including remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting there from), costs, claims, damages, expenses (including reasonable attorneys' fees, experts' fees, court costs, and amounts paid in settlement of any claims or actions), fines, forfeitures, or other civil, administrative, or criminal penalties, injunctive or other relief (whether or not based upon personal or bodily injury, property damage, contamination of, or adverse effects upon, the environment, water tables, or natural resources), liabilities, or losses permitted by law and incurred by Landlord arising from breach of Article 24.02 or any Hazardous Materials Laws by Tenant, its Agents and Related Parties, sublessees, or assignees.

24.04 Responsibility for Potential Regulatory Requirements. In the event that any governmental agency or entity having jurisdiction over the Premises requires the removal of any Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Premises and/or Building by Tenant or its Agents and Related Parties, sublessees, or assignees. Tenant shall not take any remedial action in or about the Premises and/or Building, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto; provided however that so long as Tenant is responsible for and completes the remediation, Tenant, and not Landlord shall have the authority to negotiate the scope of the remediation necessary and close the file with the appropriate governmental agency. In the event that any governmental agency or entity having jurisdiction over the Premises requires the removal of any Hazardous Materials that the Tenant did not place on, in, under, or about the Premises and/or Building, either party has the right to terminate this lease without penalty on not less than sixty (60) days written notice to the other.

24.05 Notice. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge, or disposal of any Hazardous Materials on, in, under, or about the Premises and/or Building or any portion thereof during the Term, (ii) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials Laws; (iii) any claim made or threatened by any person against Tenant or with respect to the Premises and/or Building relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from

any Hazardous Materials; and (iv) any reports made to any environmental agency or entity arising out of or in connection with any Hazardous Materials on, in, under, or about or removed from the Premises and/or Building during the Term, including any complaints, notices, warnings, reports, or asserted violations in connection therewith of which Tenant has notice. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises and/or Building or Tenant's use or occupancy thereof.

24.06 Pesticide Use in Schools. The Landlord has implemented a regulation regarding integrated pest management in schools, labeled ECF-RB, attached hereto and incorporated herein as Exhibit F in accordance with the Agriculture Article, Annotated Code of Maryland. Tenant agrees to comply with the integrated pest management program established for the Building within the Premises by following the procedures outlined in the regulation.

ARTICLE 25 Miscellaneous

25.01 No Representations by Landlord. Tenant acknowledges that neither Landlord nor its Agents and Related Parties nor any broker has made any representation or promise with respect to the Premises, except as herein expressly set forth, and no rights, privileges, easements, or licenses are acquired by Tenant except as herein expressly set forth. Tenant, by taking possession of the Premises shall, subject to the provisions of this Lease, accept the Premises AS IS, and such taking of possession shall be conclusive evidence that the Premises and Building are in acceptable condition at the time of such taking of possession.

25.02 No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between Landlord and Tenant other than that of landlord and tenant.

25.03 Brokers. Landlord and Tenant each represents and warrants to the other that it has not employed any broker, agent, or finder relating to this Lease. Tenant shall indemnify and hold Landlord harmless, from and against any claim for brokerage or other commission arising from or out of any breach of the Tenant's representation and warranty.

25.04 Compliance with Laws. It is understood, agreed, and covenanted by and between the parties that Tenant at its expense, will promptly comply with, observe, and perform all of the requirements of all Laws. Tenant shall also comply with the Board policies and MCPS regulations applicable to users of Board property. If any act or failure to act on Tenant's part results in a violation of any of the Laws, upon due notice, Tenant will act promptly to comply therewith. Any violation of any of the Laws is subject to Article 20.01(b) of this Lease.

25.05 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ONE AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. IN

THE EVENT LANDLORD COMMENCES ANY PROCEEDINGS FOR NONPAYMENT OF RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIMS, EXCEPT TO THE EXTENT COMPULSORY UNDER APPLICABLE PROCEDURE. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION BROUGHT BY TENANT.

25.06 Notices. All notices, demands, requests, or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or upon receipt, if delivered by a recognized overnight courier (e.g., Federal Express), to the addresses of the respective parties as set forth in Articles 1.11 and 1.12. Landlord and Tenant may from time to time by written notice to the other designate another or a different address for receipt of future notices.

25.07 Non-discrimination. The Tenant shall comply with all applicable Laws regarding discrimination, as well as Board Policy ACA, *Nondiscrimination, Equity, and Cultural Proficiency* ("Board Policy ACA"), which prohibits discrimination based on actual or perceived personal characteristics, including race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations. Consistent with Board Policy ACA and applicable Laws, the Tenant will not discriminate against any of its employees or applicants for employment because of the actual or perceived personal characteristics listed above. The Tenant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to these actual or perceived personal characteristics. In addition, the Tenant agrees to provide such accommodations as are required under applicable Laws, including but not limited to the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973.

25.08 Maryland Sex Offender Law. Tenant shall comply with Laws regarding registered sex offenders. A registered sex offender is prohibited from entering onto real property used for a public or non-public school (§ 11-722 of Criminal Procedure Article, Annotated Code of Maryland). Tenant shall not knowingly employ any person to work at the Premises, whether for compensation or as a volunteer, if the individual is a registered sex offender, in accordance with Maryland law. An employer or contractor who violates this requirement may be found guilty of a misdemeanor and if convicted may be subject to up to five years in prison and/or a \$5,000 fine. Failure to comply with Laws regarding registered sex offenders shall be deemed an Event of Default under this Lease.

25.09 Maryland Criminal Background Check Law. Tenant shall comply with Laws regarding required criminal background checks. Maryland law requires that (i) any entity that contracts with a public school, and any subcontractors for such entity, and (ii) any non-public school, and any contractors or subcontractors for the non-public school, may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to certain crimes (§ 6-113 and § 2-206.1 of Education Article, Annotated Code of Maryland). In addition, each public and non-public school, and any contractors or subcontractors, must ensure that any individuals in its work-force undergo a criminal background check, including fingerprinting, if the individuals will work in a school facility in circumstances where they have direct, unsupervised,

and uncontrolled access to children (§ 5-560 - §5-561 of Family Law Article, Annotated Code of Maryland). Failure to comply with Laws regarding criminal background checks shall be deemed an Event of Default under this Lease.

25.10 Financial Statements. Following an Event of Default pursuant to Section 20.1.1 which remains uncured, Tenant, within fifteen (15) days after request from Landlord, shall provide Landlord with current financial statements (and audited financial statements (but only to the extent Tenant produces audited financial statements in the ordinary course of its business)) for the last two (2) fiscal years and such other information as Landlord may reasonably request.

25.11 Invalidity of Particular Provisions. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

25.12 Officials and Employees Not to Benefit. Tenant is prohibited from using the services of current MCPS employees in its use of the Premises. The services of former employees may be used, provided that a twelve (12) month period has elapsed since their last employment at MCPS. No elected official or employee of Maryland, Montgomery County, or MCPS shall benefit from or receive any money as a result of this Lease. Violation of this Article will void the Lease. Tenant shall pay Landlord any funds received by any official or employee, the contract will be terminated, and Landlord shall seek appropriate legal remedy.

25.13 Benefit and Burden. Subject to the provisions of Article 9, and except as otherwise expressly provided in this Lease, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, heirs, successors and assigns. Landlord may freely and fully assign its interest hereunder. None of the provisions of this Lease are intended for the benefit of any third party, and no such third party shall have the right to enforce the provisions of this Lease.

25.14 Certain Obligations to Survive. The provisions set forth in Article 18, Article 20, and Article 25.05, as well as any other of the Tenant's obligations and warranties, which directly or indirectly are intended by their nature or by implication to survive the Tenant's performance, including the Tenant's obligation to pay Rent and any other sums of money due and payable to Landlord under the terms of this Lease, shall survive the expiration, cancellation, or earlier termination of the Lease.

25.15 Entire Agreement. This Lease (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Landlord and Tenant.

25.16 Interpretation. Include, includes, and including mean considered as part of a larger group, and not limited to the items recited. Shall means is obligated to; May means is permitted to. The necessary grammatical changes required to make the provisions hereof apply either to

corporations, partnerships, or individuals, men or women, as the case may be, shall in all cases be assumed as though in each case fully expressed. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

25.17 No Personal Liability; Sale. No employee of Landlord or of its Agents and Related Parties, whether disclosed or undisclosed, shall have any personal liability under any provision of this Lease. In the event of a judgment in favor of Tenant which remains unpaid, Tenant shall be entitled to pursue all remedies available under Laws. If the original Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease occurring thereafter shall terminate as of the day of such sale, and thereupon all such liabilities and obligations shall be binding on the new owner, provided such successor owner assumes or is legally responsible for such liabilities or obligations. Tenant agrees to attorn to such new owner as long as such new owner agrees to recognize this Lease.

25.18 Force Majeure. Neither party shall be required to perform its obligations under this Lease, nor shall it be liable for loss or damage for failure to do so, where such failure arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotions, acts of war, results of any warfare or warlike conditions in this or any foreign country, fire or casualty, energy shortage, or other causes beyond its reasonable control, unless such loss or damage results from its willful misconduct or negligence. Failure to meet monetary obligations shall not be excused by Force Majeure.

25.19 Headings. Captions and headings are for convenience of reference only.

25.20 Governing Law. This Lease is governed and shall be construed in accordance with the laws of the State of Maryland.

25.21 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Each party may rely on facsimile signature pages as if such facsimile pages were originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed by their authorized representatives as of the date first above written.

LANDLORD:

ATTEST/WITNESS

BOARD OF EDUCATION OF
MONTGOMERY COUNTY

By: _____
Brenda Wolff
President

ATTEST/WITNESS

Approved:

By: _____
Jack R. Smith, Ph.D.
Superintendent of Schools

ATTEST/WITNESS

TENANT:

[COMPANY NAME]

By: _____
[Name]
[Title]

LEASE EXHIBITS

- A. Premises
- B. Parking
- C. Board Policy ECA and Resource Conservation Guidelines
- D. MCPS Regulation ACG-RC, "Service Animals in Schools"
- E. MCPS Regulation ECF-RC, "Recycling"
- F. MCPS Regulation ECF-RB, "Pesticide Use in Schools"

Attachment D

Statement of Financial Responsibility

1. Is the Offeror a subsidiary of or affiliated with any other organizations(s), corporation(s), or any other firm(s)?

YES_____

NO_____

If yes, list each such organization, corporation or firm by name and address; specify the Offeror's relationship, and identify the officers, directors or trustees common to the Offeror:

2. Describe the plan for financing the program, if funds for the leasing of the facility and operating the program will be obtained from sources other the Offeror's funds.

3. List sources and amount of cash available to meet equity requirements of the proposed venture:

a. in banks (include names, addresses, telephone numbers and amounts)

b. by loans from affiliated or associated organization, corporation, or firms (include names, addresses, telephone numbers and amounts)

4. List the names and addresses of all bank references

5. Financial condition of Offeror -- attach previous two years financial statements.

6. Bankruptcy: Has the Offeror or, if applicable, the parent corporation or any subsidiary or affiliated corporation of the Offeror or said parent corporation, or other interested parties (major stockholders or owner) been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years?

YES_____

NO_____

If yes, give date, place, bankruptcy case number, and under what name:

7. Personal Interest: Does any member of the Board of Education of Montgomery County, Maryland, to which the accompanying application is being made, or any officer or employee of Montgomery County Public Schools who exercises any functions or responsibilities in connection with the carrying out of the program covered by the Offeror's proposal, have any direct or indirect personal interest in the Offeror?

YES_____

NO_____

8. If the Offeror wishes, additional statements can be attached as evidence of the Offeror's qualifications and/or financial responsibility.

Attachment E

CERTIFICATION OF FINANCIAL RESPONSIBILITY

I (We) _____
certify that this Offeror's Statement of Financial Responsibility and the attached information are true and correct.

I (We) also agree to comply with conditions stated in the attached Lease Agreement for the _____ and that the scope of services as submitted in this completed application will be adhered to.

Name

Name

Title

Title

Address

Address

City, State and Zip

City, State and Zip

Signature

Signature

Date

Date

ATTACHMENT F

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

() Yes () No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

() Yes () No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

() Yes () No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

() Yes () No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

_____ (1)* (2)** (3)***

(Subcontractor's Name)

_____ () Yes () Yes () Yes

(Street)

_____ () No () No () No
(City) (State)

_____ (1)* (2)** (3)***
(Subcontractor's Name)

_____ () Yes () Yes () Yes
(Street)

_____ () No () No () No
(City) (State)

*(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.

***(2) Previously filed certificate of nonsegregated facilities.

****(3) Previously filed annual (EE0-1, EEO-4, or EEO-6) compliance report.

ATTACHMENT G

Certification of Nonsegregated Facilities

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

Notice to Prospective Subcontractors of

Requirement for Certifications of

Nonsegregated Facilities

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render its offer nonresponsive.

ATTACHMENT H

Minority Business Enterprise

The Offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- | | | | |
|---|---|-----------------------------------|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Female | <input type="checkbox"/> Disabled | <input type="checkbox"/> None | |

ATTACHMENT I

NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

_____ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows

As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____