

# DGS Leasing Language Update - Recycling

Recycling provisions can be found in Real Estate section of DGS website – Lease General Conditions



DEPARTMENT OF  
**MARYLAND** GENERAL SERVICES

HOME ENERGY CONSERVATION MINORITY BUSINESS SMALL BUSINESS PRINTING SERVICES BUY GREEN

## Doing Great Service...

By Making Maryland Greener

The Maryland Department of General Services is proud of the great work and dedication it offers to the State of Maryland.

### DGS Energy Management

As an active partner in Maryland's Smart, Green and Growing initiative, DGS is constantly seeking ways to make our service better for the environment and the communities where we operate.

Learn More

- DGS Energy Maryland Map
- State Energy Database (Public Access)

### Doing Work with DGS

Are you a Maryland business looking to work with the State of Maryland? Doing business with DGS and Maryland has never been easier.

Learn More

Learn about the opportunities for state businesses through DGS and the State of Maryland.

### Procurement

- NEW eMaryland Marketplace Instructions
- Statewide Contracts
- Bid Boards

### Real Estate

- Information and Proposals
- Real Estate for Sale

### Inside DGS

Go inside DGS to learn how we are Doing Great Service for the State of Maryland.

Learn More

- Go Inside DGS
- Recycling Competition

FOR LEASE

Office of the GOVERNOR

Follow Us

### Special Announcements

Opportunities for Small Businesses and Minority-Owned Businesses – Learn More at These Events!

Mandatory Gov Deals Training

ATTENTION Maryland Agencies Using CNG Fleet Fuel

More Announcements >>>

### News

- Earth Day Winners
- Recycling Competition
- Maryland Department of General Services to Offer Informational Booth at Maryland Small Business Awards April 13
- DGS and MBMA to hold procurement workshop on April 11 for local and state officials. more details here...
- Maryland Board of Public Works Approves Re-naming Jeffrey Building in Honor of Fred L. Wineand, Long-Term Maryland Public Servant

More News >>>

### Information

Rules and Regulations Governing Events Held on State Property

- Demonstrating on Public Property
- Annapolis Capital Public Events Permit

### FastTrack

Expedited State Project Review

MARYLAND MADE TASK

MARYLAND GREENPRINT

Smart, Green & Growing

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All StAR Training  
Thursday June 26, 2013

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**DEPARTMENT OF GENERAL SERVICES**

**Office of Real Estate**

The Office of Real Estate works in conjunction with other DGS master planning components to maximize the effective use of assets owned and leased by the state.

**Lease Management Info.**

- Important Notice to Maryland Landlords
- Lease Compliance & Enforcement Guidelines
- Emergency Release
- Procedures for Transferring Utilities
- Specifications for Leased Space Under 5,000 Net Usable Square Feet
- Specifications for Leased Space Over 5,000 Net Usable Square Feet
- Standard State Lease
- Lease General Conditions**
- Office Area Standards

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**Request for Proposals**

- Request for Qualifications (RFQ)
  - RFP LA 07-12
  - RFP LA 06-12
  - RFP LA 05-12

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## Section 17.9 (Page 15 of 17) Compliance with State Recycling Plan

Lessor [Landlord] shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials.

Lessor [Landlord] warrants that it has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment... to ensure Lessee's [Tenant's] compliance... and proper recycling of collected recyclable materials.

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

leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31. [COMAR 21.07.01.20; SF 13-218 (7); SF 17-402]

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

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

**17.11 Representations and Warranties.** The Lessor hereby represents and warrants that:

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

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

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

**17.14 Lease Amendments.** The Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

**17.15 Quiet Enjoyment.** The Lessor covenants that it has full right, power and authority to enter into the Lease and Lessor agrees to permit the Lessee quiet enjoyment of