Request for Proposals

Redevelopment Opportunity at
Cross Street Market
Baltimore, Maryland 21230

Issued: January 6, 2015
I. Introduction

Baltimore Public Markets Corporation (“BPMC”), on behalf of the Mayor and City Council of Baltimore (the “City”), through this Request for Proposals (RFP), is seeking written proposals from qualified Respondents for the lease and redevelopment of a City-owned property located in the Federal Hill neighborhood. The intent of this RFP is to promote the development of this property in a fashion that will achieve City objectives of creating an open marketplace experience, growing the local economy, strengthening communities, making necessary capital and aesthetic improvements, supporting a diversity of vendors, and improving affordable nutrition options for City residents, including the provision of fresh fruits, vegetables, fish, poultry and meats. Further, it is the intent of this RFP to promote redevelopment that fits within the context of the historic Federal Hill neighborhood.

II. Site Description

Cross Street Market (herein referred to as “the Site” or “Property”) is addressed at 1065 South Charles Street and comprises 31,800 square feet in area, of rectangular shape (see Exhibit 3, Site Map).

The Site is bounded to the north and south by Cross Street, to the east by Light Street, and to the west by Charles Street (see Exhibit 2, Vicinity Map). The Property is located in a historic neighborhood’s main street district and is surrounded by various commercial and residential uses.

III. Intent of Offering

The Baltimore Public Markets Corporation, on behalf of the Mayor and City Council, is seeking proposals from qualified developers or interested parties (the “Developer” or “Respondent”), to lease and redevelop the Property, in accordance with the objectives, goals, and regulations as stated herein (the “Proposal”). The goals of the City in
offering the Property include, but are not limited to, the following:

A. To solicit a Developer who will redevelop the property into a newly-improved public market (the “Project”). Public market is herein defined as a multi-vendor retail facility that primarily features food products at pricing, and with related programming, that engages the communities served by said facility in a fashion that meets the City’s community-based objectives. The Project will be compatible with the neighborhood and adjacent properties. The Project will achieve the highest quality of architectural/interior design and construction. The architect for the project should be identified at the submission of the Proposal and shall have demonstrated design excellence.

B. To enter into a master lease for no less than $275,000 in Year 1, with periodic increases thereafter, along with profit-sharing. Lease duration shall be up to 30 years based upon the required and proposed capital investment in the Property.

C. To trigger capital investment in infrastructure and aesthetic improvements to the Property.

D. To enhance the market’s design with a quality exterior that fits the neighborhood’s character, a quality interior that meets vendors’ needs and enhances patrons’ experiences, an orientation that engages the surrounding street grid, indoor and outdoor seating and gathering areas where feasible, incorporation of natural light, quality streetscaping, and a service and loading scheme that is rational and aesthetically appropriate.

E. To address certain operational considerations, including diversity in mix of vendors, expanded days and hours of
market operation, programming opportunities inside and outside the market, accommodation of vendors during construction, and appropriate incorporation of desired outcomes voiced by the local community and BPMC.

No City financial assistance is offered or anticipated for this Project.

IV. Zoning and Land Use Regulations

A. The Property lies within a B-2-3 zone. The B-2 Commercial District is designed to provide areas suitable for commercial and related activities of retail character that deal directly with consumers.

Be advised that all Proposals submitted in response to the RFP shall comply with the City’s Zoning Code and the B-2-3 Commercial District designation and the performance standards set forth in Title 12 of the Baltimore City Zoning Code, or shall clearly identify proposed modifications of the current zoning designation required to facilitate the Respondent’s Proposal.

B. The Property is located within the boundary of the South Baltimore Business Area Urban Renewal Plan (URP). Redevelopment of the Property must comply with the URP. The Respondent’s Proposal shall clearly identify any proposed modifications to the URP required to facilitate the Respondent’s Proposal.

V. Development Incentives

Not applicable

VI. Standards and Controls

A. All appropriate provisions of the Zoning Code of Baltimore City, land-use regulations, and building/fire codes of Baltimore City shall apply to the Project.
B. The Property is located in a B-2-3 Zoning District; any proposed uses that are not permitted in this zoning category would require approval from the City of Baltimore and should be clearly identified in the Proposal.

C. Building height is governed by the Floor Area Ratio (FAR) and any applicable parameters set by BPMC or City-designated design review entity.

D. The Property may contain environmental hazards, such as grease traps and refrigeration liquids, that might require remediation by the Developer prior to redevelopment. Neither BPMC nor the City make any representation, guaranty, or warranty, expressed or implied, concerning any site conditions, including the possible presence of environmentally hazardous materials.

E. Reliance on public financial assistance is not offered or anticipated.

F. The Respondent understands that that the City is offering the Property in an “As-Is” condition through a Master Developer’s Agreement (MDA). The City will retain ownership of the property and will coordinate with the selected respondent in drafting an MDA for the purpose of the Project.

G. Any loading or maneuvering of service vehicles, as well as any other related service activities necessary for development, shall be done entirely within area constraints as determined by BMPC with input from City agencies regulating traffic around the site, and shall not impede traffic on Light Street or South Charles Street. All service areas shall be adequately screened from view at street level.
H. All mechanical equipment, such as television antennas, satellite dishes, or other communications antennas that are visible from adjacent streets shall be screened from view.

I. No storage of materials, refuse, garbage, unlicensed vehicles, etc., shall be permitted to remain outside structures, except as allowed by Baltimore City regulations. All dumpsters and trash/recycling facilities and equipment shall be screened from view at all times.

J. Building design must adhere to all Federal, State and local ordinances and the Americans with Disabilities Act, as modified from time to time.

K. No buildings, structures, or parking areas shall be constructed over an easement within the Property without the prior written consent of BPMC.

L. If deemed appropriate by BPMC, exterior building materials should be compatible with, and reflect, the characteristics and features of surrounding buildings. Materials conveying permanence are also encouraged.

M. The design of the Project, including all on-site and off-site improvements, will be approved in writing by BPMC prior to obtaining any other regulatory approvals; in addition, the design may be subject to review and approval by City-designated design review bodies.

N. The selected Developer shall be responsible for obtaining, at its sole cost, all permits, approvals, and engineering and environmental studies as required. All costs (including, but not limited to, “soft costs”) of this Proposal and subsequent Project shall be borne by the Developer.
O. Proposals should include an identification of signage concepts and areas proposed for signage.

VII. Proposal Content and Submission Requirements

All proposals must be received by the Baltimore Public Markets Corporation no later than March 5, 2015, by 5:00 PM EST.

All proposals must contain a minimum Year One lease price of Two Hundred Seventy-Five Thousand Dollars ($275,000.00), which will remain in place as a minimum for the duration of the term of the Master Development Lease.

One original and seven (7) copies of the Proposal and one (1) electronic version of the Proposal on a flash drive are required. All materials must be submitted with a $400 non-refundable fee payable to the Baltimore Public Markets Corporation.

Proposals should be mailed or delivered to:

Baltimore Public Markets Corporation

c/o R. E. Thomas

400 W. Lexington Street, 2nd floor office

Baltimore, Maryland 21201-1752

All proposals must contain, at a minimum, the following information in the order indicated:

Proposals must include a table of contents referencing each of the sections listed below in the order indicated.

1. A detailed Project Summary including, but not limited to, the following information:

   a. Project name: Completed project must retain the name “Cross Street Market”.
b. Narrative Project description.

c. Names of Project Team members including the Respondent(s), architect, engineers of all appropriate disciplines, general contractor or construction manager, real estate professionals, environmental consultants and other professional consultants.

d. A detailed narrative clearly indicating the proposed lease price and terms, proposed capital expenditures, terms of operation if applicable, and any and all conditions of settlement.

2. Concept Plans including:

a. Concept level plans showing all proposed on-site and off-site construction.

b. Elevation plans for all sides of the Project and any related structures clearly delineating all proposed building materials.

c. A massing plan, if the proposal requires substantial change to the existing building envelope.

d. Floor plans.

3. A detailed Development Schedule from Proposal submission to completion and stabilized occupancy, to include milestones and time frames for negotiations, financing, design, construction, and absorption periods.

4. A detailed Project Feasibility Statement defining the marketability of the project including the market assumptions that support cost and revenue projections.
5. Detailed plan addressing each of the design considerations outlined in Title III, Section D, including:

   a. Creating a quality exterior that fits the neighborhood’s character.

   b. Creating a practical, aesthetically pleasing interior that meets vendors’ needs and enhances patrons’ experiences.

   c. Any revisions to the building footprint, including engagement with the surrounding street grid.

   d. Incorporating indoor and outdoor seating and gathering areas, natural light, and quality streetscaping.

   e. Service and loading scheme that is rational and aesthetically appropriate.

6. Detailed plan addressing each of the operational considerations outlined in Title III, Section E, including:

   a. Managing/accommodating existing tenants before, during, and after construction.

   b. Attracting a diverse tenant mix by means of a retail merchandising plan for the market as an entity and as requirements for tenants.

   c. Expanding days and hours of market operation with holiday closing options specified.

   d. Indoor/outdoor programming opportunities.

   e. Retail marketing plan addressing conventional media, digital media and public relations.
f. Incorporating input from the local community.

7. A concept plan for on-site special events, including types of events and staging plans.

8. Project financial information including:

a. A detailed Sources and Uses Statement clearly identifying: the amount, source, and terms of all Project financing, debt, and equity for construction and permanent financing phases by funding source. Detail the uses of all funds identified in the Sources Statement.

b. A detailed Development Budget clearly identifying all hard, soft, and financing costs for the development of the Project.

c. A detailed ten-year Operating Pro-Forma clearly identifying all equity pay-in, revenue sources, expenses, debt service, and sales if applicable. Include all assumptions for revenue and expense increases. Operating Pro-Forma shall indicate appropriate Debt Coverage Ratio (DCR) typically required of construction and permanent lenders, as well as Developer returns on an Internal Rate of Return (IRR) and cash-on-cash basis, or other returns analysis which clearly indicates the financial feasibility of the Project.

9. Evidence of all debt and equity financing for the Project. Term sheets or commitment letters from lending or equity sources should be included if available. If Project financing is from corporate or personal sources, identify the source(s) and provide evidence of amounts on hand. Fully document financial capabilities to complete the project.
(All financial information shall be treated with the strictest confidence allowed by law).

10. Estimates of the projected number of construction and permanent full-time jobs and full-time-equivalent jobs broken out by industry type, with respective estimated annual salaries. As applicable, provide estimates of annual net new real estate, utility, parking, sales, and other taxes to be generated by the Project to the benefit of the City.

11. Submit the Commitment to Comply with the City of Baltimore’s Minority and Women’s Business Enterprise Program (See Exhibit 5, Commitment to Comply).

12. Submit the Employ Baltimore Statement (see Exhibit 5, Employ Baltimore).

13. Provide the following supplemental information:

a. Detailed narrative statement describing the previous experience of the Respondent and principal Project Team members, especially with regard to projects that are relevant to the development proposed. Emphasize aspects in which the Respondent’s qualifications are believed to be exceptional or unique.

b. A list of examples of relevant projects undertaken by the Respondent including type of development, development cost, when completed, and identification of the Project Manager.

c. Resumes of the Project Team, including, if applicable, architect, engineers of all appropriate disciplines, contractor and/or construction manager, retail or market consultants, and real estate/property management firm.
VIII. Contract Terms and Conditions

A. Laws: The laws of the State of Maryland shall govern the Contract.

B. Liability: All respondents are independent contractors. BPMC assumes no liability for the injury to the contractor’s agents or employees unless BPMC or BPMC’s agents or employees cause such injury by gross negligence or intentional acts. The contractor will be liable for any damage caused by negligence of the contractor, its agents or employees. Neither party shall be liable to the other for any incidental or consequential damages arising from the Contract.

C. Insurance: The selected developer will furnish insurance certificates as a condition of the contract award naming the City of Baltimore and the BPMC as additionally insured. The developer must maintain the required coverage throughout the length of the contract. The coverage must contain a 30-day notice of cancellation.

IX. Pre-Proposal Access and Inspection

The Property is available for inspection at the time of the Pre-Proposal Conference only, which will be held on site on January 20, 2015 at 10 AM. For further information please contact:

Mr. Robert Thomas  
Baltimore Public Markets Corporation  
400 W. Lexington Street  
Baltimore, Maryland 21201-1752  
E-mail: rethomas@lexingtonmarket.com

X. Award Procedures

1. BPMC will not be limited solely to the information provided by the Respondent, but may utilize other sources of information useful in evaluating the capabilities of the Respondent, including input from public entities such as the Baltimore Development
Corporation. All proposals submitted in response to this RFP must be mailed or hand delivered. No e-mailed or faxed proposals will be accepted. Proposals or unsolicited amendments to proposals arriving after the Closing Date and time may not be accepted.

2. Respondents may be required to make a presentation, or presentations, at a mutually convenient time to community groups adjacent to the Property to obtain their comments prior to final approval by the BPMC. All such meetings will be arranged by BPMC. The respective community associations may submit written comments regarding the proposed Project to BPMC which the Respondent may be required to provide written responses to within ten (10) working days.

3. BPMC may convene an Advisory Panel to evaluate the Proposals. The Advisory Panel may include members of the BPMC Board of Directors and staff, representatives from other City and State agencies, community representatives, or other members of BPMC’s choosing.

4. Respondents submitting Proposals may be required to make oral presentations to the Advisory Panel, or the BPMC Board of Directors or staff (or any committee thereof), for purposes of clarifying their Proposal.

5. All Requests for Information (RFI) related to the RFP, the preparation of the Proposal, or the Property shall be in writing. All responses to the RFI shall be provided by BPMC and shall be in writing and delivered to all registered Respondents, or alternatively may be issued as an Addendum to the RFP by BPMC. The deadline for receipt of all RFI shall be at least ten days prior to the Closing Date. BPMC shall issue all written responses to RFI received prior to the RFP deadline, or shall issue an Addendum, at least seven days prior to the Closing Date.
6. If selected, BPMC, on behalf of the Mayor, or another appropriate designee of the City, will issue an Exclusive Negotiating Privilege (ENP) to the selected Respondent. The Term of the ENP shall be as determined by BPMC in its sole discretion. The ENP will specify the terms and conditions under which the City will negotiate with the selected Respondent, the requirements and the deadlines for commencing and completing said negotiations, and the terms and conditions under which BPMC will consider entering into a Lease of the Property. A fee for the Exclusive Negotiating Privilege will be charged. If negotiations have not been completed prior to the termination of the ENP, then the ENP shall expire; provided, however, that BPMC may extend the ENP time period if BPMC, in its sole discretion, finds that negotiations are proceeding satisfactorily. Should the parties fail to agree upon the terms and conditions for the lease, and redevelopment of the Property within the time frame specified in the ENP including any extensions thereof, BPMC may cancel negotiations with the first selected Respondent and proceed to negotiate with the next acceptable Respondent, re-solicit for new proposals, or abandon the RFP process.

7. BPMC, on behalf of the Mayor, or another appropriate designee of the City, shall issue a Right-of-Entry (ROE) to the selected Respondent setting forth the terms and conditions by which the Respondent may access the Property during the ENP period. A fee for the Right of Entry will be charged. BPMC may extend the ROE time period if BPMC, in its sole discretion, finds that negotiations are proceeding satisfactorily. Pursuant to the ROE, the selected Respondent, its employees, agents, and representatives, shall be granted entry into the Property for the purposes of generating information on the Property to include, but not be limited to:

1. Environmental analysis.
2. Parcel surveys, plats, and re-subdivisions, as applicable.

3. Soil boring data and analysis.


8. Upon the successful completion of negotiations pursuant to the ENP, BPMC, on behalf of the Mayor, or another appropriate designee of the City, will present a Lease to the City’s Board of Estimates (BOE) setting forth the terms and conditions of lease and redevelopment of the Property and any modifications thereto, if required. Decisions regarding the award, lease and redevelopment of the Property shall be made by BPMC, or another appropriate designee of the City, and recommended to the Board of Estimates for the City’s official approval. Final acceptance of any redevelopment proposal and lease of the Property is subject to the approval of the Board of Estimates of Baltimore City in its sole discretion.

XI. Evaluation Criteria

Proposals shall be evaluated based on, but not limited to, the following criteria:

A. The scope, quality, and degree to which the Respondent’s Proposal addresses the RFP’s goals, intents, and terms of offering.

B. The Respondent’s ability to provide or obtain sufficient financial resources to start and complete the Project in accordance with the timetable established in the Proposal.
C. The quality of the proposed development in terms of design, construction, and impact on the surrounding community.

D. The Lease Price and terms to be paid by the Respondent.

E. Financial returns to the City.

F. Conformity of the proposed development to the Federal, State, and City laws, ordinances, and regulations.

G. Job retention and creation.

H. The extent to which the Proposal complies with and meets the goals of the Employ Baltimore Program and the City’s MBE / WBE program.
XII. Schedule of Events

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<tr>
<th>Event:</th>
<th>Due Date:</th>
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<tbody>
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<td>RFP Issued</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>January 20, 2015</td>
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<tr>
<td>Request For Information (RFI) Deadline</td>
<td>February 19, 2015</td>
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<tr>
<td>Closing Date</td>
<td>March 5, 2015</td>
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<tr>
<td>Community Presentations</td>
<td>To Be Scheduled If Necessary</td>
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<tr>
<td>Oral Presentations</td>
<td>To Be Scheduled If Necessary</td>
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<tr>
<td>Review Panel</td>
<td>To Be Scheduled If Necessary</td>
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Please note above dates and times are subject to change

XIII. Rights Reserved and Administrative Information

A. Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, BPMC reserves the right to issue an Addendum to registered RFP respondents by posting such Addendum on its web site.

B. BPMC reserves the right to extend any dates in this RFP by a reasonable time.

C. BPMC reserves the right, in its sole discretion, to recommend the award of a contract related to this RFP based upon the written proposals received by BPMC without prior discussion or negotiation with respect to
those proposals. All portions of this RFP will be considered to be part of any contract awarded in connection with this RFP and will be incorporated by reference. Any contract awarded in connection with the RFP will be subject to approvals as required by City law, including the final approval by the Board of Estimates of Baltimore City.

D. As part of the evaluation and development process, BPMC specifically reserves the right to review and approve the drawings, plans and specifications for redevelopment with respect to their conformance with the goals and requirements of this RFP. Such review and approval is in addition to all other review and approvals required by Federal, State and City laws, rules, regulations, and ordinances.

E. BPMC reserves the right to refuse to approve any drawings, plans or specifications that are not suitable or desirable, in its opinion, for aesthetic or functional reasons. In so approving or refusing to approve such drawings, plans and specifications, BPMC shall have the right to take into consideration, but shall not be limited to, the suitability of the schematic drawings, architectural treatment, building plans and elevations, materials and color, construction details, access, parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, street, sidewalks and the harmony of the plan with the surroundings.

F. BPMC reserves the right to accept or reject any and all proposals, at its sole discretion, received as a result of this RFP, to waive minor irregularities, and to conduct discussions with any or all responsible and responsive Respondents, in any manner necessary, to serve the best interest of BPMC and the City of Baltimore.
G. BPMC reserves the right to request additional information from any or all Respondents, if necessary, to clarify that which is contained in the Proposal.

H. BPMC reserves the right to require verbal inquiries to be provided in writing.

I. Proposals will not be opened publicly.

J. Neither the City of Baltimore nor BPMC shall be responsible for any cost incurred by any Respondent in preparing and submitting a Proposal or by submitting requested supplemental information in response to the RFP.

K. The Respondent selected for award agrees that it will comply with all Federal, State and City laws, rules, regulations, and ordinances applicable to its activities and obligations under this RFP and the contract.

L. BPMC, on behalf of the City, reserves the right of possession of the property, and any improvements thereto, in the event of Lease termination or expiration.

XIV. Employ Baltimore and Commitment to Comply

In responding to this RFP, the Respondent covenants and agrees to comply with the City’s Employ Baltimore Program and Executive Order (see Exhibit 5, Employ Baltimore Agreement) and be subject to compliance with Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) regarding participation by Minority Business Enterprises (MBE) and Women’s Business Enterprises (WBE) (see Exhibit E, Commitment to Comply). Respondent covenants and agrees to use all reasonable good faith efforts to meet the Employ Baltimore and MBE/WBE participation goals for this Project. All questions
related to the Baltimore City’s Employ Baltimore Agreement should be directed to:

Director
Mayor’s Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone (443) 984-3014. • Fax (410) 361-9648

Baltimore City has an interest in and policy of encouraging the equitable utilization of minority-owned businesses and women owned businesses. The selected Developer is strongly encouraged to make every good faith effort to equitably utilize the services of City certified minority business enterprises (“MBEs”) and women’s owned business enterprises (“WBEs”). For convenience, the selected Developer is encouraged to use the MBE / WBE directory available online at [www.baltimorecity.gov/government/law/mwboo](http://www.baltimorecity.gov/government/law/mwboo) or in print form from the Minority and Women’s Business Opportunity Office to identify available minority-owned and women-owned businesses. Further information can be obtained by contacting Mr. Thomas Corey, Director of the Minority and Women’s Business Opportunity Office.

Thomas Corey, Director
Minority and Women’s Business Opportunity Office
City Law Department
City Hall, Room 101
100 North Holliday Street
Baltimore, Maryland 21202
(410) 396-4355
Email: thomas.corey@baltimorecity.gov
**XV. Attachments**

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tr>
<td>Exhibit 1</td>
<td>Location Map</td>
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<td>Exhibit 2</td>
<td>Vicinity Map</td>
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<td>Exhibit 3</td>
<td>Site Map</td>
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<tr>
<td>Exhibit 4</td>
<td>Commitment to Comply</td>
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EXHIBIT 1
LOCATION MAP
EXHIBIT 3
SITE MAP
EXHIBIT 4

COMMITMENT TO COMPLY

COMMITMENT TO COMPLY WITH THE MINORITY AND WOMEN’S BUSINESS ENTERPRISE PROGRAM OF THE CITY OF BALTIMORE

In consideration for receiving fiscal assistance from or through the City of Baltimore, the Developer covenants and agrees to comply with Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in its development of the project known as Cross Street Market. Developer covenants and agrees to use all reasonable good faith efforts to meet the overall MBE participation goal and the overall WBE participation goal for the Project. The dollar amounts of the overall MBE goal and the overall WBE goal will be calculated using the following percentages:

MBE  27%
WBE  10%

Prior to the commencement of construction, Developer agrees to submit to the City written documentation, including executed contracts, service agreements, or utilization commitment forms which shall identify the particular minority and women's business enterprises (i) contracting directly with the Developer, or (ii) subcontracting with prime contractors who have contracted directly with the Developer. The executed contracts, service agreements, or utilization commitment forms submitted to the City shall specify the dollar value of the participation, the type of work to be performed, and such other information as may be reasonably required by the City.

In the event that after reasonable and good faith efforts to meet the goals, Developer is able to demonstrate to the satisfaction of the City that sufficient qualified and willing MBE's and WBE's are unavailable in the market area of the Project as defined by City law, then the Developer may request a waiver or reduction of the MBE and/or WBE goals.

The City's Minority and Women's Business Opportunity Office (MWBOO), or its successor, is designated to administer the provisions of the law on behalf of the City. Developer shall comply with the rules and regulations of the MWBOO or its successor in meeting the requirements of the law.
COMMITMENT TO COMPLY WITH THE MINORITY AND WOMEN’S BUSINESS ENTERPRISE PROGRAM OF THE CITY OF BALTIMORE

THE UNDERSIGNED DO SOLEMNLY DECLARE AND AFFIRM THAT THEY ARE AUTHORIZED TO MAKE THIS COMMITMENT.

FOR: ___________________________________

BY: ____________________________________

BY: ____________________________________

DATE: _________________________________

________________________________________________
Chief, Minority and Women’s Business Opportunity Office

Anticipated Starting Date of Construction

Date: _________________________________
EMPLOY BALTIMORE

CERTIFICATION STATEMENT

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<tr>
<th>Contracting City Agency</th>
<th>Bid Number</th>
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To promote the commitment to utilize Employ Baltimore to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for $49,999.00 or less.

Additionally, companies awarded construction contracts of $300,000 or more that fully participate in the Employ Baltimore program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of ______________________, I

(NAME OF COMPANY) (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor’s Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED’s One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: ___________________________ Telephone: ___________________________

Company Address: _______________________ Email: _________________________