Request for Proposals

Redevelopment Opportunity of
East Market Parcel – Lexington Market
Baltimore, Maryland 21201

Issued:  March 3, 2020

I.  Introduction

Lexington Market Inc. (“LMI”), through this Request for Proposals (RFP), is seeking written proposals from qualified Respondents for the long-term lease and redevelopment of the East Market Building of Lexington Market upon completion and occupancy of the newly constructed “South Market” (anticipated late 2021). The intent of this RFP is to promote the development of this property in a fashion that will achieve objectives of growing the local economy, supporting the adjacent new Lexington Market, strengthening Downtown’s Westside neighborhood, generating long-term lease revenue to LMI, and making a significant capital investment in Downtown. Further, it is the intent of this RFP to promote redevelopment that fits within the context of the Bromo Tower Arts and Entertainment District, Market Center National Historic District, and the University of Maryland, Baltimore campus.

II.  Site Description

The East Market Parcel (herein referred to as the “Site” or “Property”) is comprised of one (1) parcel – 220 North Eutaw Street, part of the former Lexington Market which is also known as Ward 4 Section 5 Block 595, Parcel 002 (see Exhibit 1, Property Description and Block Plat). The Site is approximately 1.54 acres (66,869 square feet) in area, of rectangular shape and bounded to the north by the Market Center Garage, to the west by N. Paca Street, to the south by Lexington Street, and to the east by N. Eutaw Street (see Exhibit 2, Site Map).

III.  Intent of Offering

LMI is seeking proposals from qualified developers or interested parties (the “Developer” or “Respondent”), to enter into a long-term lease for redevelopment of the Property, in accordance with the objectives, goals, and regulations as stated herein (the “Proposal”). The goals of LMI in offering the Property include, but are not limited to, the following:
A. To solicit a Developer who will redevelop the Property in a fashion that enhances and fits into the existing fabric and context of the environs. 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 solicit a Developer who will redevelop the entire Site.

C. To solicit a Developer who will undertake redevelopment of Property in a timely fashion.

D. To increase residential or employment density in the neighborhood.

E. To solicit a Developer whose redevelopment will include uses that activate the street and enhance the street-level experience.

F. Lease duration shall be based upon the required and proposed capital investment in the Property.

G. To provide capital investment in infrastructure and aesthetic improvements to the Property.

IV. Zoning and Land Use Regulations

A. The Property lies within a C-5-DC zone, the Downtown Core Subdistrict. The purpose of the C-5-DC Downtown Core Subdistrict is to establish standards for structures located within the majority of Downtown. The standards recognize that this subdistrict is to be the most intensely developed portion of Downtown and is to be predominately pedestrian-oriented in nature. Be advised that all Proposals submitted in response to the RFP shall comply with the City’s Zoning Code and the Subdistrict designation and the performance standards set forth in Title 10 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 Market Center 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

**NOTE: No City discretionary financial assistance is offered or anticipated for this Project.**

A variety of tax credits are generally available to the public. It is the Developer’s responsibility to ascertain which of the programs will provide the greatest assistance based on proposed use and proposed development approach.

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 C-5-DC 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 LMI or City-designated design review entity.

D. The Property may contain environmental hazards that might require remediation by the Developer prior to redevelopment. Neither LMI 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 LMI 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. All mechanical equipment, such as television antennas, satellite dishes, or other communications antennas that are visible from adjacent streets shall be screened from view.
H. 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.

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

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

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

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

M. 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.

N. 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 LMI no later than **July 1st, 2020 by 5:00 PM EST**.

**One (1) 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 LMI.**
Proposals should be mailed or delivered to:

Lexington Market, Inc.
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:

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

2. A detailed Project Summary including, but not limited to, the following information:
   a. Narrative Project description.
   b. 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.
   c. Proposed corporate/organizational structure for Developer on this Project.

3. A detailed narrative clearly indicating the lease payment terms, profit-sharing plan, proposed capital expenditures, and terms of operation if applicable.

4. 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.

5. 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.

6. A detailed Project Feasibility Statement defining the marketability of the project including the market assumptions that support cost and revenue projections.

7. 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. Disclose any sale to or “Take-Out” of the Project by a third party prior to year ten and proposed terms of that sale. Operating Pro-Forma shall indicate appropriate Debt Coverage Ratio (DCR) typically required of construction and permanent lenders, as well as Developer’s returns on an Internal Rate of Return (IRR) basis, or other returns analysis which clearly indicates the financial feasibility of the Project.

   d. 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 lease.

8. A detailed plan addressing each of the design considerations outlined
below:

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

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

9. 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.

10. 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 3,
Commitment to Comply).

12. Submit the Employ Baltimore Statement (see Exhibit 4, 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. LMI assumes no liability for the injury to the contractor’s agents or employees unless LMI or LMI’s agents or employees cause such injury by gross negligence or intentional acts. The Developer will be liable for any damage caused by negligence of the Developer, 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 LMI as additionally insureds. 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 April 30, 2020 at 10:00am. For further information please contact:

Mr. Robert Thomas  
Lexington Market, Inc.  
400 W. Lexington Street  
Baltimore, Maryland  21201-1752  
E-mail: rethomas@lexingtonmarket.com
X. Award Procedures

A. LMI 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.

B. 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 LMI. All such meetings will be arranged by LMI. At the discretion of LMI, the respective community associations may be permitted to submit written comments regarding the proposed Project to LMI, to which the Respondent may be required to provide written responses within ten (10) working days.

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

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

E. 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 LMI and shall be in writing and delivered to all registered Respondents, or alternatively may be issued as an Addendum to the RFP by LMI. The deadline for receipt of all RFI shall be at least ten days prior to the Closing Date. LMI 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.

F. If a Respondent is selected, LMI will issue an Exclusive Negotiating Privilege (ENP) to the selected Respondent. The Term of the ENP shall be as determined by LMI in its sole discretion. The ENP will specify the terms and conditions under which LMI will negotiate with the selected Respondent, the requirements and the deadlines for commencing and completing said negotiations, and the terms and conditions under which LMI 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 LMI may extend the ENP time period if LMI, 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, LMI 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.

G. LMI 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. LMI may extend the ROE time period if LMI, 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.


H. Final acceptance of any redevelopment proposal and lease of the Property may be subject to the approval of the Board of Estimates of Baltimore City.

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 Payment and terms to be paid by the Respondent to LMI.

E. Financial returns to LMI.

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

<table>
<thead>
<tr>
<th>Event:</th>
<th>Due Date:</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>March 3, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>April 30, 2020 – 11:00am EST</td>
</tr>
<tr>
<td>Request for Information (RFI) Deadline</td>
<td>June 17, 2020</td>
</tr>
<tr>
<td>Closing Date</td>
<td>July 1, 2020 – 5:00pm EST</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>
</tr>
<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, LMI reserves the right to issue an Addendum to registered RFP respondents by posting such Addendum on its website.

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

C. LMI 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 LMI 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 possible final approval by the Board of Estimates of Baltimore City.

D. As part of the evaluation and development process, LMI 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 are in addition to all other review and approvals required by Federal, State and City laws, rules, regulations, and ordinances.

E. LMI 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, LMI 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. LMI 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 LMI and the City of Baltimore.

G. LMI reserves the right to request additional information from any or all Respondents, if necessary, to clarify that which is contained in the Proposal.

H. LMI 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 LMI 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. LMI 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 4, 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 3, 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 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 also be obtained by contacting the Director of the Minority and Women’s Business Opportunity Office.
Minority and Women’s Business Opportunity Office
City Law Department
City Hall, Room 101
100 North Holliday Street
Baltimore, Maryland 21202
(410) 396-4355

XV. Attachments

Exhibit 1  Block Plat
Exhibit 2  Site Plan and Property Description
Exhibit 3  Commitment to Comply
Exhibit 4  Employ Baltimore
EXHIBIT 1
BLOCK PLAT
LEXINGTON MARKET
EAST PARCEL
DESCRIPTION OF THE PROPERTY OF
THE MAYOR AND CITY COUNCIL OF BALTIMORE
LIBER WA NO. 3819 FOLIO 216
WARD 4, SECTION 5, BLOCK 595
CITY OF BALTIMORE

Being part of the property acquired by the Mayor and City Council of Baltimore, a Municipal Corporation, of the State of Maryland, from Lexington Market Authority, a body corporate of the State of Maryland, in the following deed and inquisition: 1) Deed dated October 1, 1979 from Lexington Market Authority, and recorded in Liber WA No. 3819, Folio 216, 2) Inquisition dated March 2, 1984 from Carmello G. Liberto, and recorded in Liber SEB No. 195, Folio 844, and also being part of Lot 2, No. 200 North Eutaw Street, Plat Record S.E.B. 2986 all among the Land Records of the City of Baltimore, Maryland, and being more particularly described in the datum of the Baltimore City Survey Control System as follows:

Beginning for the same at a point on the east side of North Paca Street, 82.5 feet wide, a distance of 392.29 feet southerly from the south line of West Saratoga Street said point also marking westerly common corner of Lot 1 and Lot 2, of said No. 200 North Eutaw Street plat; thence running with said east side of North Paca Street.

1.) North 02° 50’ 40” West, 193.03 feet to a point; thence leaving said east line of North Paca Street and running so as to cross and include a portion of said property, the following five (5) courses and distances

2.) North 87° 09’ 37” East, 39.33 feet to a point; thence

3.) North 02° 50’ 23” West, 1.00 feet to a point; thence

4.) North 87° 09’ 55” East, 219.38 feet to a point; thence

5.) South 02° 50’ 23” East, 0.98 feet to a point; thence

6.) North 87° 09’ 37” East, 41.92 feet to a point on the west line of North Eutaw Street, 82.5 feet wide, said point also being 199.66 feet southerly from the south line of said West Saratoga Street; thence running with said west line of North Eutaw Street

7.) South 02° 52’ 10” East, 192.94 feet to a point marking the common easterly corner of said Lot 1 and Lot 2, No. 200 North Eutaw Street plat; thence leaving said west line of North Eutaw Street and running with the common line of said Lot 1 and Lot 2

8.) South 87° 08’ 37” West, 300.71 feet to the point of beginning, containing 58,242 square feet or 1.33705 acres of land.
EXHIBIT 2
SITE PLAN

Development Site
EXHIBIT 3
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 West Market Parcels - Lexington 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: ______________________________________

BY: ______________________________________

DATE: ___________________________________

_____________________________________
Chief, Minority and Women's Business Opportunity Office

Anticipated Starting Date of Construction

Date: _________________________________
EXHIBIT 4
EMPLOY BALTIMORE

Employ Baltimore
CERTIFICATION STATEMENT

<table>
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<tr>
<th>Contracting City Agency</th>
<th>Bid Number</th>
<th>Bid Due Date</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 ____________________________
(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 publicity 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: ____________________________