

# REQUEST FOR PROPOSALS

**Redevelopment Opportunity for Properties located at  
142-144 W. Fayette Street & 102-106 N. Liberty Street**

**RFP Issue Date: Thursday, September 6, 2018  
Proposals Due: Monday, November 5, 2018**



William H. Cole, President & CEO

Baltimore Development Corporation  
Request for Proposals  
*142-144 W. Fayette Street & 102-106 N. Liberty Street*

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## **I. Introduction**

The City of Baltimore Development Corporation (BDC), on behalf of the Mayor of Baltimore (the “City”), through this Request for Proposals (RFP), is seeking written proposals from qualified Respondents for the purchase and redevelopment of City-owned property located in the Market Center neighborhood. The intent of this RFP is to promote the reuse of these parcels in a fashion that will achieve the City’s objectives including job creation, tax generation, adaptive reuse, and a redevelopment that fits within the context of the surrounding area.

### ***Immediate Environs***

The site is located in the Market Center neighborhood on the westside of downtown Baltimore. It is well served by local transit, located two and a half blocks from two light rail stations on N. Howard Street. The site is also near Lexington Market and located within walking distance from the Lexington Market and the Charles Center Metro Stations. Additionally, the properties are near several entertainment venues such as Everyman Theatre, the Hippodrome, Royal Farms Arena, and more.

### ***Historic District***

The site is located in the Market Center National Register Historic District and the Five & Dime Local Historic District. The district includes buildings associated with the development of the area as Baltimore’s historic retail district. Redevelopment of offered properties will be subject to the review of the Baltimore City Commission for Historical and Architectural Preservation (CHAP).

## **II. Site Description**

The site is located in a Downtown Core Zoning Subdistrict (C-5-DC), and is comprised of five parcels. The parcels are contiguous and bounded by West Fayette Street to the south, Park Avenue to the west, North Liberty Street to the east, and 111 Park Avenue to the north. The properties have a combined land area of approximately 4,923 square feet. The site is described in more detail below and can be viewed in Exhibits A, B, and C.

### **1) 142 W. Fayette Street**

142 West Fayette Street (Ward 04, Section 10, Block 0621, Lot 001) has a land area of approximately 1,002 square feet and is improved with a four story masonry structure with a basement. The structure has a total above ground square footage of approximately 4,179 square feet.

**2) 144 W. Fayette Street:**

144 West Fayette Street (Ward 04, Section 10, Block 0621, Lot 002) has a land area of approximately 1,350 square feet and is improved with a four story masonry structure with a basement. The structure has a total above ground square footage of approximately 6,080 square feet.

**3) 102 N. Liberty Street:**

102 North Liberty Street (Ward 04, Section 10, Block 0621, Lot 018) has a land area of approximately 1,002 square feet and is improved with a three story masonry structure with a basement. The structure has a total above ground square footage of approximately 3,300 square feet.

**4) 104 N. Liberty Street:**

104 North Liberty Street (Ward 04, Section 10, Block 0621, Lot 017) has a land area of approximately 828 square feet and is improved with a four story masonry structure with a basement. The structure has a total above ground square footage of approximately 3,000 square feet.

**5) 106 N. Liberty Street:**

106 North Liberty Street (Ward 04, Section 10, Block 0621, Lot 016) has a land area of approximately 741 square feet and is improved with a four story masonry structure with a basement. The structure has a total above ground square footage of approximately 2,736 square feet.

**III. Intent of Offering**

The City of Baltimore Development Corporation is seeking proposals from qualified developers or interested parties (the “Respondent”), to purchase and redevelop the site, in accordance with the objectives, goals, and regulations as stated herein (the “Proposal”). The goals of the City in offering the site for sale include, but are not limited to, the following:

- A. To identify well-qualified Respondent(s) who will undertake redevelopment in a timely fashion;
- B. To encourage an active street level and increase local foot traffic;
- C. To preserve individual buildings on the site where possible, with an emphasis on preserving significant architectural components, or to propose new construction consistent with the requirements for construction in a Local Historic District;

- D. The Proposal will be compatible with the neighborhood and adjacent properties;
- E. The Project will achieve the highest quality of architectural exterior/interior design, and best construction practices;
- F. The architect for the Project should be identified at the submission of the Proposal and shall have demonstrated design excellence;
- G. To preserve the character of the neighborhood;
- H. To generate real property taxes for the City of Baltimore;
- I. To obtain fair market value for the property; and
- J. No discretionary City financial assistance is offered or anticipated for this site.

#### **IV. 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. Respondent's ability to provide or obtain sufficient financial resources to start and complete the Project.
- C. Respondent's track record of completing similar projects in a timely fashion, as a gauge for ability to complete the Project within the timetable established in this proposal.
- D. The quality of the proposed development in terms of design, construction, and impact on the surrounding community.
- E. The Project's synergy with the character of the neighborhood.
- F. The Purchase Price and terms to be paid by the Respondent.
- G. Financial returns to the City.
- H. Conformity of the proposed development to the Federal, State, and City laws, ordinances, and regulations.
- I. Job retention and creation.

- J. The extent to which the Proposal complies with and meets the goals of the Employ Baltimore Program and the City's MBE / WBE program.
- K. Respondent(s) will undertake redevelopment of properties in a timely fashion.

**V. Zoning and Land Use Regulations**

- A. The Property lies within a Downtown Core Zoning Subdistrict (C-5-DC). The C-5 District is intended for Baltimore's Downtown and accommodates a range of uses associated with the downtown of a major city. Specifically, the C-5-DC subdistrict is the most intensely developed portion of Downtown and is to be predominately pedestrian-oriented in nature. As such, development should maintain or improve the pedestrian environment, remain compatible with existing development, and develop a greener downtown.

Be advised that all Proposals submitted in response to the RFP shall comply with the City's Zoning Code and the C-5-DC subdistrict designation, or shall clearly identify proposed modifications of the current zoning designation required to facilitate the Respondent's Proposal.

- B. The Property is located in the Market Center Urban Renewal Plan (URP). Redevelopment of the site must comply with the URP. The Respondent's Proposal shall clearly identify any modifications to the URP required to facilitate the development.

**VI. Development Incentives**

- A. Properties which are preserved in accordance with Baltimore City Historic Preservation Procedures and Design Guidelines may entitle the developer to participate in the Property Tax Credit for Historic Restorations and Restorations ("CHAP Credit"). The site may be eligible for the CHAP Credit because the Site is within a historic district on the national register (and proposed CHAP district). The CHAP Credit provides a 10-year reduction in local property taxes and cannot be combined with any other Baltimore local tax credit. For further information please contact:

Stacy Montgomery  
Commission for Historical & Architectural Preservation (CHAP)  
Phone: 410-396-5933  
Email: [Stacy.Montgomery@baltimorecity.gov](mailto:Stacy.Montgomery@baltimorecity.gov)

- B. The Maryland Historical Trust offers the Maryland Sustainable Communities Tax Credit. The National Park Service administers the Federal Historic Preservation Tax Incentives Program. The Federal Historic Tax Credits can be combined with the CHAP Historic Tax Credit.
- C. The site may be eligible for the 10-year High Performance Tax Credit (HPTC) for market-rate rental housing. For a project to qualify for this credit, it must achieve a LEED Silver or higher rating and create at least twenty (20) market-rate residential housing units. Please note the rules and regulations for HPTC applicants at:  
[https://cityservices.baltimorecity.gov/PropertyTaxCredits/Documents/ApartmentTC/Rules\\_And\\_Regulations.pdf](https://cityservices.baltimorecity.gov/PropertyTaxCredits/Documents/ApartmentTC/Rules_And_Regulations.pdf)

Applicants must apply for the HPTC prior to development. Also note that any project eligible for the CHAP Historic Tax Credit are not eligible for HPTC. To create log-in information and access the application on the Department of Finance's website, visit:  
<https://cityservices.baltimorecity.gov/PropertyTaxCredits/Account/Login.aspx?ReturnUrl=%2fPropertyTaxCredits>

- D. The site is located within an Enterprise Zone (EZ). Businesses within an EZ are eligible for a ten-year credit against local real property taxes on the commercial, non-residential portion of real property improvements (i.e., construction, renovation, expansion). Businesses are also eligible for EZ tax credits if new employees meeting certain requirements are hired. To obtain more information regarding Enterprise Zone tax credits contact:

Matthew Kachura  
Baltimore Development Corporation  
36 S. Charles Street, Suite 2100  
Baltimore, Maryland 21201  
Phone: (410) 837-9305  
Email: [mkachura@baltimoredevelopment.com](mailto:mkachura@baltimoredevelopment.com)

- E. The site is located within an Opportunity Zone. The Opportunity Zone program is a nationwide initiative administered by the U.S. Treasury created under the 2017 Tax Cuts and Jobs Act. The program provides federal tax incentives for investment in distressed communities over the next 10 years. For more information on the Opportunity Zone program visit  
<https://dhcd.maryland.gov/Pages/OpportunityZones.aspx>

Respondents that intend to utilize the above tax credits or any other incentive should incorporate the incentives into their sources/uses and pro-forma statements (see Exhibits D and E).

**VII. 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 Subdistrict and the Market Center URP area; any proposed use that is 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 applicable Floor Area Ratio (FAR) and any height bonuses as may be permitted by the Zoning Code.
- D. The Property may contain environmental hazards that will require remediation by the Respondent prior to redevelopment. Neither BDC 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, other than any applicable Enterprise Zone Tax Credits, High Performance Market-rate Residential Tax Credits, relevant Historic Tax Credits, or other such available credits, is not offered.
- F. The Respondent understands that the City is offering the Property in an “As-Is” condition. Issues and concerns regarding title will be addressed through the Land Disposition Agreement with the selected Respondent (s). The Respondent is encouraged to conduct such title investigations as it deems necessary in completing the Proposal.
- G. The design/layout of all parking areas, including on-street and off-street, driveways, or entrances/exits shall be approved by BDC and the Department of Transportation (DOT), and in addition shall be reviewed by the Site Plan and Review Committee (SPRC), if required.
- H. Any loading or maneuvering of service vehicles, as well as any other related service activities necessary for development, shall be done entirely within lot lines and shall not impede traffic on or around the adjacent streets. All service areas shall be adequately screened from view at street level and from residential units.
- I. All mechanical equipment, such as television antennas, satellite dishes, or other communications antennas that are visible from adjacent streets shall be screened from view.
- J. 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.
- K. Building design must adhere to all Federal, State and local ordinances and the Americans with Disabilities Act, as modified from time to time.
  - L. No buildings, structures or parking areas shall be constructed over an easement within the Property without the prior written consent of BDC and the DOT Director.
  - M. Exterior building materials should be compatible with, and reflect, the characteristics and features required in the URP and consistent with surrounding buildings. Materials conveying permanence are also encouraged.
  - N. The design of the Project, including all on-site and off-site improvements will be reviewed and approved in writing by BDC prior to obtaining any other regulatory approvals; in addition, the design may be subject to review and approval by the City's Site Plan Review Committee (SPRC) and the City's Urban Design and Architectural Review Panel (UDARP) and/or Commission for Historical and Architectural Preservation (CHAP) review.
  - O. The selected Respondent 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 Respondent.
  - P. Proposals should include an identification of signage concepts and areas proposed for signage, and should follow the signage standards put forth in the URP.
  - Q. Streetscape improvements should comply with the Market Center Urban Renewal Plan.

### **VIII. Proposal Content and Submission Requirements**

All proposals must be received by the Baltimore Development Corporation no later than Noon EST on Monday, November 5, 2018.

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 City of Baltimore Development Corporation.

Baltimore Development Corporation  
Request for Proposals  
*142-144 W. Fayette Street & 102-106 N. Liberty Street*

Proposals should be mailed or hand delivered to:

Baltimore Development Corporation  
36 South Charles Street, Suite 2100  
Baltimore, Maryland 21201  
Attention: Kim Clark, Executive Vice President

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;
  - b. Narrative Project description;
  - c. Proposed ownership structure, entity or entities, individual members, and ownership percentages;
  - d. Names of Project Team members including the developer(s), architects and engineers of all appropriate disciplines, general contractor or construction manager, real estate consultants, environmental consultants and other professional consultants, and proposed tenants, if any;
  - e. The proposed purchase price, terms of operation if applicable, and any and all conditions of settlement.
2. Concept Plans including:
  - a. Elevation plans for the front, side and rear of structures clearly delineating all proposed building materials;
  - b. A massing plan;
  - c. Typical floor plans;
  - d. Concept level plans showing all proposed on-site and off-site construction, if applicable.
3. A detailed Development Schedule from Proposal submission to completion and stabilized occupancy, to include milestones and time frames for negotiations, financing, design and entitlements, 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. Project financial information including:
  - a. A detailed Sources and Uses Statement clearly identifying: the amount, source, and terms of all Project financing, and debt and equity for construction and permanent financing phases by funding source. The equity section should also indicate the contributed amount that is owner's equity. Detail the uses of all funds identified in the Sources Statement. (See Exhibit D, Sources and Uses 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 or "Take-Out" of the Project by a third party, and the proposed terms of that sale. Operating Pro-Forma shall indicate appropriate Debt Service 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. **The pro-forma must be provided as a Microsoft Excel file in the electronic submission package.** (See Exhibit E, Operating Pro-Forma)
6. Respondents must disclose whether they are developing for a fee or whether the Respondent will hold the Property for income purposes. If the proposed development is for a fee, the third party owner must be identified. In either event, all associated development and/or management fees paid to the developer, a subsidiary, or a third party must be disclosed.
7. Evidence and specific terms 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. Length of terms, amounts, interest rates, and any intentions for refinancing should be disclosed for all planned financing sources. All financial information shall be treated with the strictest confidence allowed by law. (See Exhibit D, Sources and Uses Statement)
8. Estimates of the 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. Underlying assumptions supporting the calculations for these estimates should also be disclosed. (See Exhibit F, Economic Impact Metrics)

9. Submit the Employ Baltimore Certification Statement (see Exhibit G, Employ Baltimore).
10. Sign and Submit the Commitment to Comply form with the City of Baltimore's Minority and Women's Business Enterprise Program (See Exhibit H, Commitment to Comply).
11. 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 team'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, and real estate management firm.

## **IX. Contract Terms and Conditions**

- A. Laws: The laws of the State of Maryland shall govern the Contract.
- B. Liability: All Respondents are independent contractors. BDC assumes no liability for the injury to the contractor's agents or employees, unless BDC, BDC'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 Respondent will furnish insurance certificates as a condition of the contract award naming the City of Baltimore and the Baltimore Development Corporation as additionally insured. The Respondent must maintain the required coverage throughout the length of the contract. The coverage must contain a 30-day notice of cancellation.

## **X. Pre-Proposal Access and Inspection**

The Property is available for inspection at the Pre-Proposal Conference, which will be held on September 26, 2018 at 10:00 AM (meeting in front of 142 W. Fayette Street). For further information please contact:

Ira Kowler  
Baltimore Development Corporation  
36 South Charles Street, Suite 2100  
Baltimore, Maryland 21201  
E-mail: [ikowler@baltimoredevelopment.com](mailto:ikowler@baltimoredevelopment.com)

## **XI. Award Procedures**

- A. BDC will not be limited solely to the information provided by the Respondent, but may utilize other sources of information useful in evaluating Respondent's ability to perform. All proposals submitted in response to this RFP must be mailed or hand delivered. No e-mailed or faxed proposals will be accepted. Proposals arriving after the deadline may not be accepted. 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 stakeholders to obtain feedback prior to final approval by the BDC. All such meetings will be arranged by BDC. The respective community stakeholders may submit written comments about the Project to BDC, to which the Respondent may be required to respond in writing within ten (10) business days.
- C. BDC may convene a Review Panel to evaluate the Proposals. The Review Panel may include members of the BDC Board of Directors and BDC staff, representatives from other City and State agencies, and community stakeholders.
- D. Oral presentations to the Review Panel, or the BDC Board of Directors or staff (or any committee thereof) may be required, for the purposes of clarifying the proposal.
- E. All Requests for Information (RFI) related to the RFP process, the preparation of the Proposal, or the Property shall be made in writing. All responses to the RFI shall be provided by BDC and shall be in writing and delivered to all registered Respondents, or alternatively may be issued as an Addendum to the RFP by BDC. The deadline for receipt of all RFI shall be at least ten (10) days prior to the

Closing Date. BDC shall issue all written responses to RFI or shall issue an Addendum at least seven (7) days prior to the Closing Date.

- F. BDC, 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 determined by BDC. 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 the City will consider entering into a Land Disposition Agreement (LDA) for the development of the Property. A fee will be charged for the ENP. If negotiations have not been completed prior to the termination of the ENP, then the ENP shall expire. BDC may extend the ENP time period if it finds that negotiations are proceeding satisfactorily. Should the parties fail to agree upon the terms and conditions for the redevelopment of the Property within the time frame specified in the ENP including any extensions thereof, BDC 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. BDC, 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. BDC may extend the ROE time period if BDC, 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:
- i. Environmental analysis.
  - ii. Parcel surveys, plats, and subdivisions, as applicable.
  - iii. Soil boring data and analysis.
  - iv. Architecture and engineering studies.
- H. Upon the successful completion of negotiations pursuant to the ENP, BDC, on behalf of the Mayor, or another appropriate designee of the City, will present a Land Disposition Agreement to the City's Board of Estimates (BOE) setting forth the terms and conditions of sale, respectively, and redevelopment of the Property and any modifications thereto, if required. Decisions regarding the award, sale and redevelopment of the Property shall be made by BDC, 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 disposition of the Property is subject to the approval of the Board of Estimates of Baltimore City in its sole discretion.

- I. Upon execution of the Land Disposition Agreement, the Respondent may be required to provide the City with a Purchase Price Deposit. Any Deposit will be credited towards the Purchase Price at Settlement. The Deposit will be retained by the City, should the Respondent fail to settle on the Property due to no fault of the City.

**XII. Schedule of Events**

<b>Event:</b>	<b>Due Date:</b>
RFP Issued	Thursday, September 6, 2018
Pre-Proposal Conference & Site Visit <sup>1</sup>	Wednesday, September 26, 2018
Request For Information - Deadline	Friday, October 12, 2018
RFP Closing Date	Monday, November 5, 2018 at noon
Oral Presentations & Review Panel	To Be Scheduled If Necessary
Award Exclusive Negotiating Privilege	Q1 2019

**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, BDC reserves the right to issue an Addendum to RFP registrants by posting such Addendum on its web site.
- B. BDC reserves the right to extend any dates in this RFP by a reasonable time period.
- C. BDC 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 BDC 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, BDC 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

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<sup>1</sup> Group will meet in front of 142 W. Fayette Street at 10:00 AM. Durable clothing and sturdy, closed-toe footwear are strongly recommended.

- 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. BDC reserves the right to turn down any drawings, plans or specifications that are not suitable or desirable for aesthetic or functional reasons. In such instances, BDC reserves 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, trash collection, street, sidewalks and the synergy of the plan with its surroundings.
  - F. BDC 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 responsive Respondents, to serve the best interests of the City of Baltimore.
  - G. BDC reserves the right to request additional information from any or all Respondents, if necessary, to clarify that which is contained in the Proposal.
  - H. BDC 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 BDC 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.

Baltimore Development Corporation  
Request for Proposals  
*142-144 W. Fayette Street & 102-106 N. Liberty Street*

#### **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 G, Employ Baltimore Agreement) and be subject to compliance with Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) (see Exhibit H, 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 Certification Statement should be directed to:

Yvette Clark or MacKenzie Garvin  
Mayor's Office of Employment Development  
36 S. Charles Street  
Baltimore, Maryland 21201  
Phone (443) 984-3014  
Email: [employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

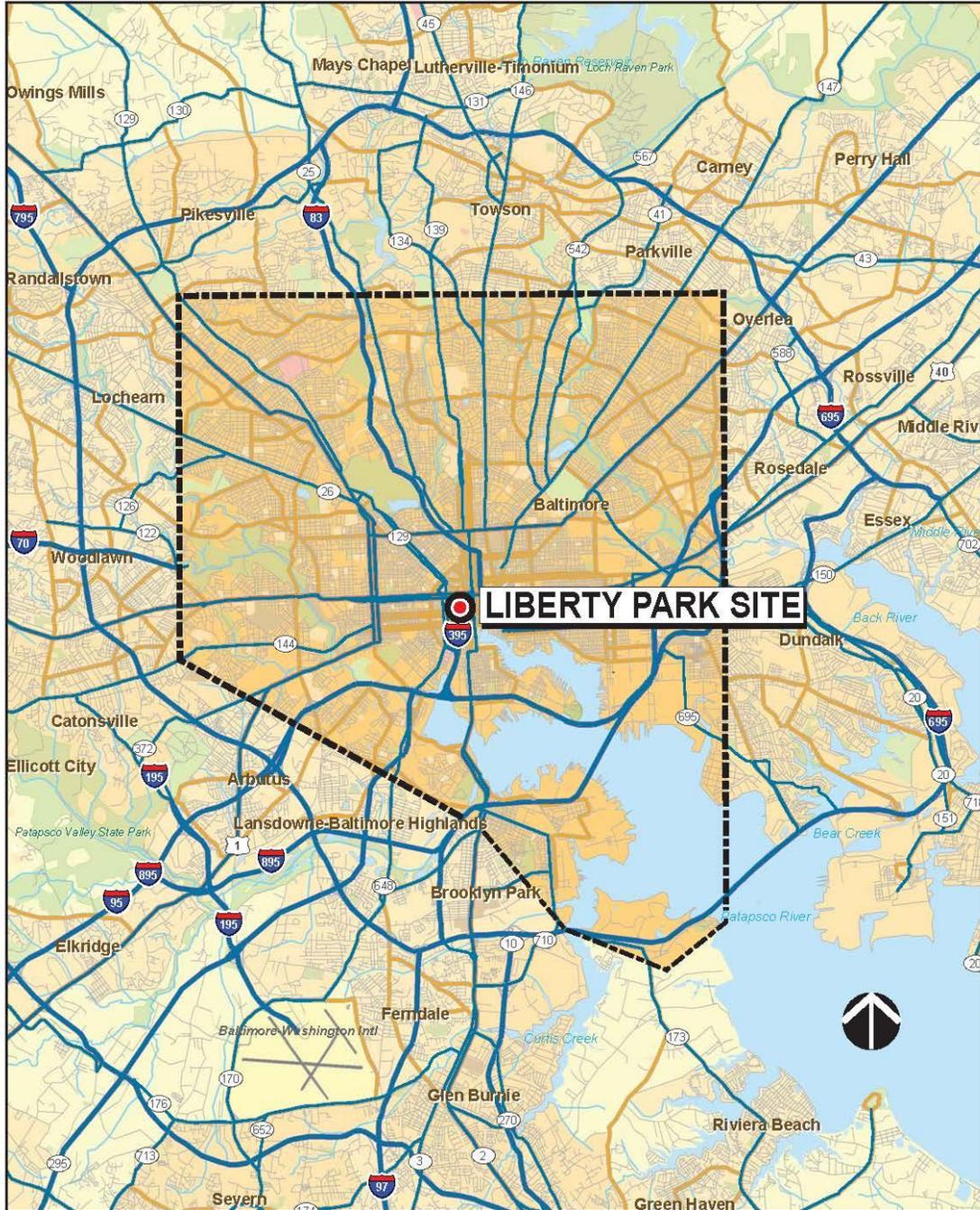
Baltimore City has an interest in and policy of encouraging the equitable utilization of minority-owned businesses and women owned businesses. The selected Respondent is strongly encouraged to make every good faith effort to equitably utilize the services of City certified minority business enterprises ("MBEs") and women owned business enterprises ("WBEs"). The selected Respondent 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 also be obtained by contacting Courtney Billups, Chief of the Minority and Women's Business Opportunity Office.

Courtney Billups, Chief  
Minority and Women's Business Opportunity Office  
City Law Department  
City Hall, First Floor  
100 North Holliday Street  
Baltimore, Maryland 21202  
410-396-4355

**XV. Exhibits**

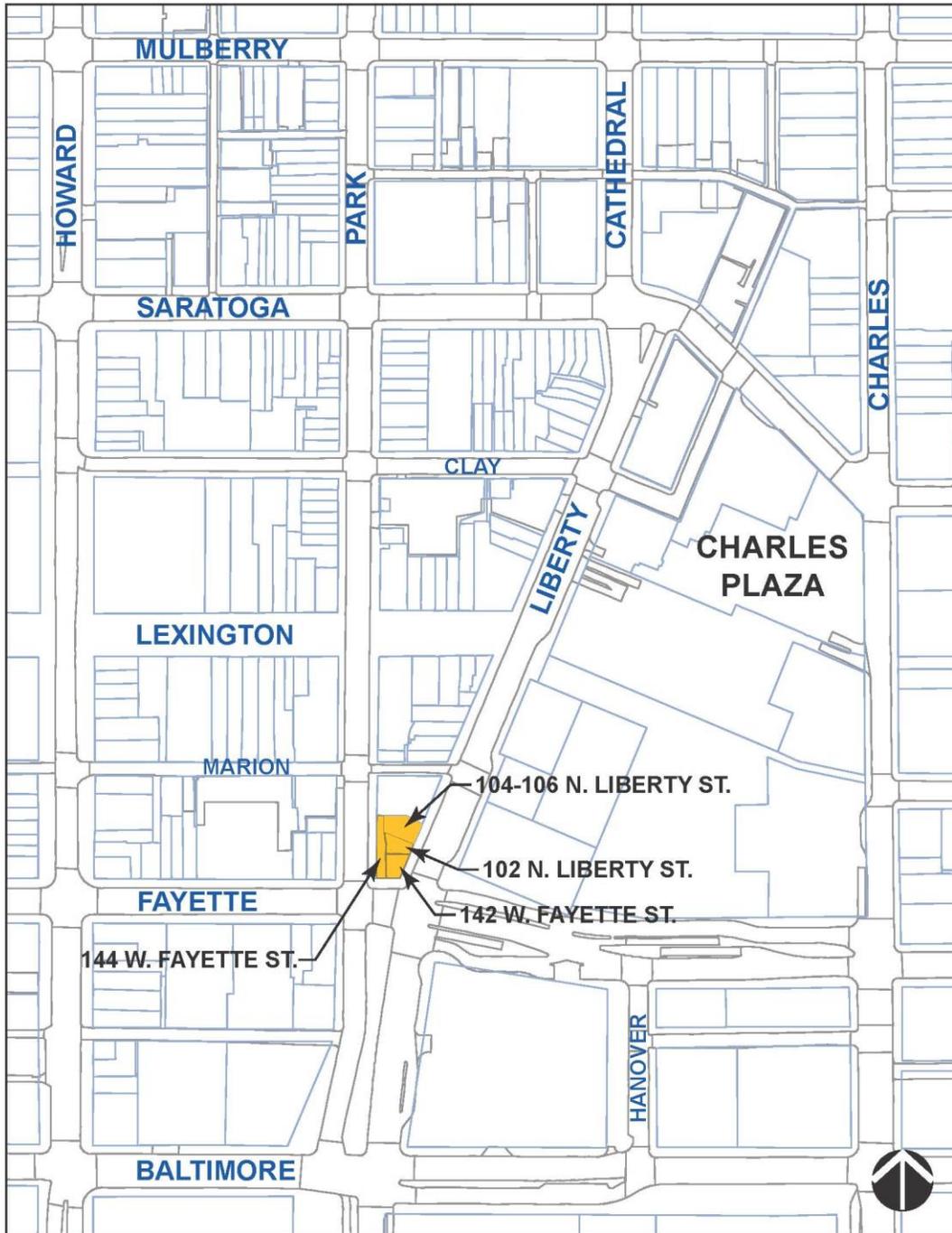
Exhibit A	Location Map
Exhibit B	Vicinity Map
Exhibit C	Aerial Site Map
Exhibit D	Sample Sources & Uses Statement
Exhibit E	Sample Pro Forma
Exhibit F	Sample Economic Impact Summary
Exhibit G	Employ Baltimore Certification Statement
Exhibit H	Commitment to Comply Form

### EXHIBIT A LOCATION MAP



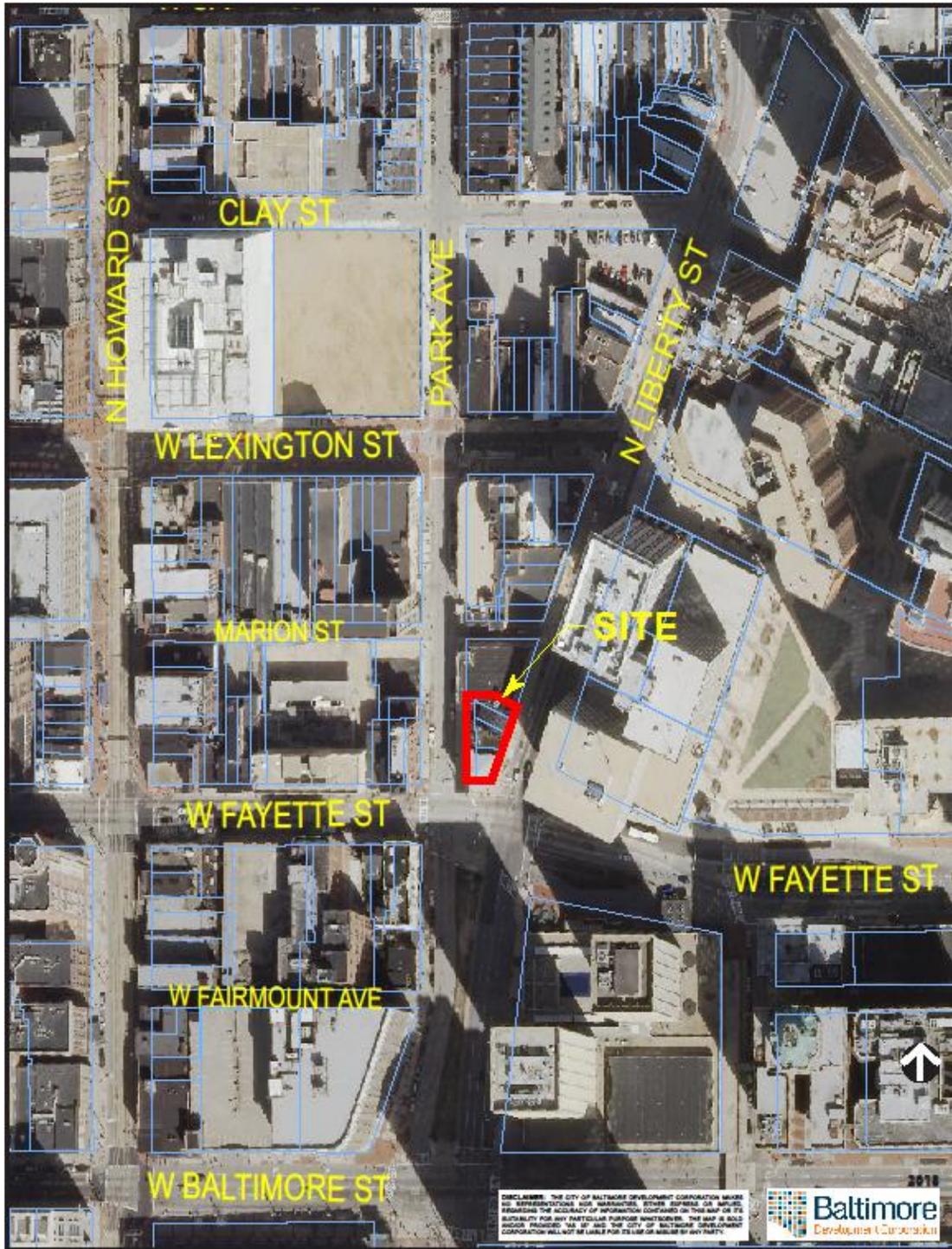
D:\BDC\RF\RF\Liberty Park Location Map 05x11

**EXHIBIT B  
VICINITY MAP**



D:\BDC\WESTSIDE\RT\RFP\LIBERTY PARK SITE\RFP Liberty Park Vicinity Map 85x11

**EXHIBIT C  
AERIAL SITE MAP**



**EXHIBIT D: Sources and Uses Statement (To be completed by Respondent)**

Please provide supportive documentation for all Sources including Letters of Commitment from lending institutions, bank statements, etc. Specific terms of all debt and equity financing should also be disclosed. A sample statement follows; respondents should add a new line for each additional source:

**Uses**

	\$	% of Total
Land & Acquisition	-	-
Soft Costs	-	-
Hard Costs	-	-
FFE	-	-
Marketing Costs	-	-
Tenant Costs	-	-
Financing Fees	-	-
Developer's Fee	-	-
<b>Total Project Uses</b>	<b>-</b>	<b>-</b>

**Sources**

	\$	% of Total	Interest Rate
Developer Equity	-	-	-
Institutional Equity	-	-	-
Primary loan	-	-	-
Secondary loan 1	-	-	-
Secondary loan 2	-	-	-
Tax Credits (please specify entity)	-	-	-
Tax Credits (please specify entity)	-	-	-
Other sources (please describe)	-	-	-
<b>Total Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>

**EXHIBIT E: Operating Pro Forma (To be completed by Respondent)**

Please provide an attachment including a summary of any assumptions including rent per month per unit size, vacancy allowance, inflation rates, etc. A sample pro forma follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Revenue</b>										
Residential Rent										
Commercial Rent										
Parking Income										
Developer Fee (%)										
Other Revenue (specify):										
<b>Total Gross Revenue</b>										
<b>Deductions from Revenue</b>										
Vacancy Losses										
Collection Losses										
Other Deductions (specify):										
<b>Total Effective Revenue</b>										
<b>Expenses</b>										
City of Baltimore Real Property Taxes										
State of Maryland Real Property Taxes										
Personal Property Taxes										
Parking Taxes										
Payroll and Fringe Benefits										
Repairs and Maintenance										
Common Area Maintenance (CAM)										
General/Administrative										
Management Fee										
Utilities										
Security										
Insurance										
Other Mgmt Costs (specify):										
Other Expenses (specify):										
<b>Total Expenses</b>										
<b>Net Operating Income</b>										
<b>Debt Service</b>										
Primary Lender: (_____)										
Secondary Lender: (_____)										
Other Debt Service: (Lender name: _____)										
<b>Total Debt Service</b>										
<b>CASH FLOW</b>										

**EXHIBIT F: Economic Impact Metrics (To be completed by Respondent)**

Please provide an attachment including a summary of, and underlying assumptions for, projected economic impacts, including the following:

**Construction Period**

Permit Fees	(\$)
Transfer Taxes	(\$)
Recordation Taxes	(\$)
Total Construction Payroll	(\$)
Average Construction Salary	(\$)
% Construction workers that are City Residents	(%)
% of Employment for Certified MBEs	(%)
% of Employment for Certified WBEs	(%)

**Post-Construction**

Permanent Employees (Full-time)	(#)
Permanent Employees (Part-time)	(#)
% of Permanent Employees that are City Residents (Full-time)	(%)
% of Permanent Employees that are City Residents (Part-time)	(%)
Residents	(#)
% of Residents that are <i>New</i> City Residents	(%)
Net New Taxes Generated to the Benefit of the City (List/Describe)	(\$)

**EXHIBIT G**

***Employ Baltimore***  
**CERTIFICATION STATEMENT**

<b>Contracting City Agency</b>	<b>Bid Number</b>	<b>Bid Due Date</b>

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 30<sup>th</sup> and December 31<sup>st</sup> 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: \_\_\_\_\_

**Yvette Clark or MacKenzie Garvin**  
**Mayor’s Office of Employment Development**  
**36. S. Charles Street**  
**Baltimore, Maryland 21201**  
**Phone 443-984-3014. • Fax 443-220-0510**  
**[0employbaltimore@oedworks.com](mailto:0employbaltimore@oedworks.com)**

## EXHIBIT H

### 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 \_\_\_\_\_ . 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.

Baltimore Development Corporation  
Request for Proposals  
*142-144 W. Fayette Street & 102-106 N. Liberty Street*

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: \_\_\_\_\_