

**STATE OF MARYLAND
BALTIMORE CITY COMMUNITY COLLEGE**

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**REQUEST FOR PROPOSALS (RFP)
For
Real Estate Development Team Baltimore
City Community College Harbor Campus
RFP No. – BCCC-2016-001**

Date Issued: March 7, 2017

Offerors are invited to submit proposals which conform
to the requirements of this solicitation

**Minority Business Enterprises Are Encouraged
To Respond to this Solicitation**

A prospective bidder who has received this document from a source other than the State's eMaryland Marketplace web site should go to: <https://ebidmarketplace.com>, to register the required bidder's information and download an official copy so that you can be notified of amendments to the RFP or other communications.

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KEY INFORMATION SUMMARY SHEET

Title of RFP: Real Estate Development Team

RFP Issue Date: March 7, 2017

Description of Services: Development Team for the redevelopment of the Baltimore City Community College Inner Harbor Campus

Evaluation Method: Competitive Negotiations

Issuing Office: Baltimore City Community College
Purchasing Office
3100 Towanda Avenue
Baltimore, Maryland 21215

Point of Contact: Mr. Daniel Coleman
3100 Towanda Avenue
Baltimore, Maryland 21215
info@BCCCHarborCampus.com.

Letter of Interest Due Date: April 21, 2017

RFP Response Due Date: June 2, 2017, by 2:00 PM EST

Proposal(s) Received at: Baltimore City Community College
Purchasing Office
3100 Towanda Avenue
Baltimore, Maryland 21215

Pre-Proposal Conference: March 20, 2017, at 2:00 PM
Baltimore City Community College
Bard Building, On-Site
600 E. Lombard Street
Baltimore, Maryland 21202

REGISTER AT:
info@BCCCHarborCampus.com.

I. Objective

Baltimore City Community College (“BCCC” or “the College”) desires to enter into an agreement with a world class real estate development firm or team (“Development Team”) to redevelop its Inner Harbor Campus site, located at 600 E. Lombard Street, Baltimore, Maryland (“Project”). This project should meet the goal of the BCCC Board of Trustees, which is charged with developing the commercial potential of the Inner Harbor site to maximize revenue to the College without jeopardizing the educational mission of the College.

II. Project Introduction

Baltimore City Community College is pleased to present the opportunity to redevelop its Inner Harbor Campus (the “Campus”) site. The Baltimore City Community College Inner Harbor redevelopment project consists of a 1.228-acre site proximate to the Inner Harbor in downtown Baltimore at 600 E. Lombard Street, at the intersection of Lombard and Market Place. The College seeks to maximize the development potential of the site, and therefore is offering the property for private development and use. Additionally, the College may seek to use a component of the final development as part of its own operations. The College’s specific goals are (but not limited) to:

- Maximize the financial return to the College in order to help support its overall educational mission;
- Capitalize on the Campus’ location near the Inner Harbor to generate a strong market-based development opportunity;
- Create a unique downtown development that complements the Inner Harbor Master Plan and realizes principles of sustainability and LEED standards;
- Potentially incorporate an administrative, conference, and retail space for use by the College within the final development;
- Include the adjacent parcel encumbered by the Holocaust Memorial Park, subject to terms and conditions that meet the approval of the parties controlling the site.

The College expects that the Project will achieve these goals through this Request for Proposals (“RFP”). The College envisions that the Project will transform the Campus area into a vibrant urban center by creating a mixed use commercial development at moderate to high densities, the components of which will be proposed by the Offeror, subject to required approvals. As part of the completed development, the College also may desire to maintain a presence of up to approximately 50,000 square feet of leased space in the project depending on future programmatic plans.

With the cooperation of the Holocaust Memorial Park Committee (“Committee”), which controls the approximately 1.108-acre Holocaust Memorial site immediately to the west of the Campus pursuant to a long-term ground lease and related agreements and the approval of the Holocaust Memorial Fund of Baltimore (the Fund), a non-profit trust which constructed the memorial, the College will also consider proposals which incorporate the Memorial site. Inclusion of the Memorial site remains in the sole discretion of the Fund with the approval of the Committee upon review of proposals. Accordingly, Offerors interested in the Memorial site have the option to make alternative proposals – one for the Project excluding the Memorial site and one that includes the site.

Offerors are encouraged to respond to this RFP and propose a development plan that will capture the dynamic of the Inner Harbor and the adjacent developments, and provide the maximum financial return to the College, along with appropriate treatment of the existing or potentially

enhanced Holocaust Memorial. This RFP also emphasizes the importance of local and minority business participation.

A. Development Opportunity

The Campus is uniquely located one block north of the Inner Harbor, as indicated in Appendix B, Exhibit 1, and is in close proximity to the Inner Harbor and the City Center, as indicated in Appendix B, Exhibit 2. The Inner Harbor Campus site (the “Project Site”) is further defined in Appendix B, Exhibit 3. (The Project Site including the Holocaust Memorial Site is also included in these exhibits). The College seeks responses from qualified Offerors with experience in developing medium to large scale urban mixed-use developments. Responses to this RFP should be designed to support the creation of a high density, vibrant urban development which will serve as a complement to both the Inner Harbor redevelopment and the City Center in downtown Baltimore.

Several aspects of the Project Site contribute to its attractiveness for redevelopment. The property’s size and zoning (B-5-2) provide a unique opportunity for a large development with supporting commercial, residential, retail, or entertainment uses. The location is also adjacent to the larger Pratt Street redevelopment initiative, a 16-block project with the goal of enhancing Pratt Street as a pedestrian thoroughfare.

Redevelopment would also benefit from the Project Site’s close proximity to the Shot Tower/Market Place Metro stop, the Power Plant Live retail center, the Port Discovery Children’s Museum, and the Lockwood Place development. Additionally, retail, office, and cultural attractions dominate Pratt Street, with notable developments such as Harborplace and the National Aquarium.

The College intends to identify one or more Offerors in accordance with the terms of this RFP with whom to enter into negotiations to develop the Project Site. The College desires proposals from Offerors that bring an established track record in creating high quality mixed-use projects, and respect for existing community uses (such as the Holocaust Memorial).

The College reserves the right to request additional information from some or all Offerors and/or enter into negotiations with one or more Offerors based on responses to this RFP. **This RFP does not commit the College to enter into negotiations and/or select any Offeror. This RFP does not create a binding obligation on the part of the College with any Offeror.**

B. Project History

BCCC offers 29 Associate’s Degree programs, and 16 certificate programs. The College has one main campus at 2901 Liberty Heights Avenue. In addition, courses are offered at the Business and Continuing Education Division, 710 E. Lombard Street, Reisterstown Plaza Center, 6764A Reisterstown Road, the Life Sciences Institute at the University of Maryland BioPark, 801 W. Baltimore Street, and the National Weatherization Training Center, 1819 E. Preston Street, as well as at numerous other sites such as churches, businesses, community centers, public libraries, and schools. To meet the needs of its various communities and to expand course offerings, BCCC also provides a variety of distance learning online courses via the Internet and provides a range of services and training options for businesses, industries, agencies and organizations through its Business and Continuing Education Division. The College has approximately 400 permanent full- time and approximately 600 part-time faculty, administrative/professional, and skilled service personnel.

In 1977, the College established a new campus in downtown Baltimore, extending their activities from the Liberty Campus on Liberty Heights Avenue and participating in a broader redevelopment in the city. This became the current Harbor Campus, and developed into several buildings in the area, including the Bard Building, which the College plans to redevelop as part of this RFP.

The Harbor Campus of the College is comprised of two parcels: Lot 1- 2.830 acres and Lot 2- 2.336 acres. The Maryland Education Code 16-505(e)(1-3)(ii)(1-3) provides that, subject to the approval of the Board of Public Works, the BCCC Board of Trustees may sell or lease any real property on the condition that the commercial potential of the Harbor Campus is developed to maximize revenue to the College without jeopardizing its educational mission. In 1999, the Board of Public Works approved a 50-year ground lease of Lot 1 at 600 East Pratt Street to Lockwood Associates for the mixed-use redevelopment of that site. In 1979, BCCC leased 1.108 acres of Lot 2 to Baltimore City for the creation of the Holocaust Memorial Park. The remaining 1.228-acre portion of Lot 2 contains the 168,691 square foot Bard Building, which is in poor condition and has been decommissioned by BCCC. The Departments of General Services and Budget and Management, and Baltimore City recommend the demolition of the 43 year-old building.

The College has greater constraints on expanding downtown versus at its Liberty Campus. The College is thus offering the Campus site for redevelopment as part of its strategic long term facilities plan.

C. Scope of Services

The selected Offeror(s) will be expected to execute the Project as defined below and to work closely with the Contract Administrator, President of the College, the Board of Trustees, and other State Representatives to fully develop in its broadest sense, the Inner Harbor Campus.

III. Project Site

The Project Site (shown outlined in red in Exhibit 2 in Appendix B), is located at the northwest quadrant of the intersection of Lombard Street and Market Street across from Lockwood Place. The Project Site is located on generally level grading and currently includes a single five-story building that is exclusively used by the College for its Inner Harbor Campus activities. The Project Site comprises the 1.228 acre site listed above as well as the approximately 1.108-acre portion immediately to the west of the Bard Building on which is located improvements constituting Baltimore's Holocaust Memorial Park. The Park parcel is subject to a municipal utilities easement of .2543acres.

The entire site is available for development, subject to the conditions of the Memorandum of Understanding between the College and the Fund relating to the relocation and redesign of the Holocaust Memorial Park on terms acceptable to the Fund. The College has fee title ownership of the site, though consent for the ground lease of the site must be provided by the Maryland Board of Public Works in their role providing public sector oversight of the College.

Offerors will have the opportunity to tour the site at the Pre-Proposal Conference.

A. Site Description

1. Size of Project Site

The site proposed for development is on approximately half of the 2.336-acre (101,756 SF) plot designated as 50 Market Place, Block 1372, Lot 001. The remainder of the site contains the Baltimore Holocaust Memorial. If the Offeror wishes to include in their proposal a Development Plan for the entire site including the Memorial site, then the site would include the entire 2.336-acre site. If the Memorial site is not included, then subdivision of the site will therefore be required by the Offeror chosen by the College. The site is located at the northwest quadrant of East Lombard Street and Market Place in downtown Baltimore. The lot is bounded by East Lombard Street to the south, Water Street to the north, Market Place to the east, and South Gay Street to the west. It is located at the edge of the Central Business District which extends south to Pratt Street between Market and Gay Streets.

2. Topography

The majority of the Project Site land is of level grade. There are no steep slopes on any significant portion of the parcel. No dense vegetation or wetlands are located on the Project Site.

3. Transit Access

The Project Site enjoys strong pedestrian and vehicular transit access. The Project Site is served by both Metro and bus (MTA). The Shot Tower/Market Place Metro Station is directly across a plaza on the northeast from the Campus, and bus service directly accessible as well.

4. Existing Improvements

The Project Site is improved with a 5-story, 163,508 s.f. poured concrete building constructed in 1977 with floor plates of 33,710 s.f. known as the Bard Building. The Board of Public Works has approved the demolition of this building.

5. Environmental Condition

The College makes no representation as to the environmental condition of the Project Site.

6. Zoning

The Project Site is currently zoned B-5-2.

7. Urban Renewal Plan

The site's standard and controls are governed by an Urban Renewal Plan (URP), which is the Central Business District URP.

IV. Submission Requirements

All responses to this RFP must comply with the requirements set forth below to be deemed responsive. Any responses which do not sufficiently address each of the requirements will be

deemed technically insufficient and will not be considered for award. All responses to this RFP must be received by the College by the Due Date. Late responses will not be accepted.

The following items must be included in each Offeror's response:

- A) Transmittal Letter
- B) Offeror Qualifications
- C) Minority Business Enterprise Participation Plan
- D) Community Outreach Plan
- E) Description of Proposed Development Project & Financial Offer
- F) Development Program Summary Sheets contained in Appendix C, Bid/Proposal affidavit with Offeror's signature contained in Appendix D and MBE certification affidavit contained in Appendix G.

The submission shall be evaluated in a two-step process. The first step will include the evaluation of the proposed development team and approach outlined in items B, C, and D. The second step will be the evaluation of the proposed development plan and financial offer outlined in item E. The Offeror's submission shall therefore be comprised of two (2) separate response packages, submitted simultaneously on the RFP due date. The first package shall contain the Offeror's responses to items A, B, C, D, and F. The second package shall contain the Offeror's response to item E. Each response shall not exceed 50 total written pages for all items.

All proposals submitted by an Offeror must be accompanied by a completed Bid Proposal Affidavit. A copy of this Affidavit is included as Appendix D of this RFP.

For each package, Offerors are required to provide one (1) original, six (6) hard copies, and an electronic copy to the Project Point of Contact. Please refer to the contact information below when mailing hard copies and emailing electronic copies:

Daniel Coleman-Director of Procurement
Office of Procurement
3100 Towanda Avenue
Baltimore, MD 21215
info@BCCCHarborCampus.com

Each proposal shall be clearly organized by the evaluation criteria in this RFP. Electronic copies shall be submitted via e-mail, on a USB drive, or a link to a private DropBox account. Submission should be clearly marked with the solicitation name and the Offeror's name. The information submitted must be checked and determined to be virus-free prior to submission. The electronic submittals shall be compatible with the following equipment and software:

- Microsoft Office 2010 (Excel, Word, PowerPoint);
- Adobe Acrobat Reader 9.0; and
- PDF format for all drawings.

The electronic copies of the proposal shall be an exact duplicate of the original paper proposal. MS Excel 2013 spreadsheets shall be submitted in a format that allows all formulas within the spreadsheet to be reviewed and manipulated.

Responses to this RFP are due by **2PM EST, June 2, 2017** (Due Date). Any submissions received after this time will not be considered.

A. Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical proposal. The purpose of this letter is to transmit the proposal, therefore it should be brief. The letter shall also acknowledge any addenda to the RFP that were received. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification or social security number, address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

B. Offeror Qualifications

1. Development Team Structure

For this RFP, the Offeror shall identify at least the following key team members: master developer (firm or joint venture partners), project architect, civil engineer, and financing team. The Offeror shall also provide an organizational chart and narrative description that identifies how the proposed team structure will best serve the College and the Project. The College encourages MBE participation in a master development role. Responses shall include:

- a) Name, address, telephone number, and fax number of each principal, partner, entity, or joint-venture partner participating as a key team member for the Offeror, and such person's roles and titles within the Offeror team.
- b) Name, address, telephone number, fax number, and e-mail address of the representative authorized to act on behalf of the Offeror, who will be available to respond to questions or requests for additional information.
- c) Identification of any affiliation or other relationship between any of the members of the Offeror team and any development company, parent company, or subsidiary.
- d) Summary qualifications of senior-level staff of the key team members who will be working on this project, including a description of their role in this project and relevant experience.
- e) Status of the Offeror organization (whether a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, or a joint venture) indicating under which laws it is organized and operating. Offers shall also include a brief history of the organization and its principals (for any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction).

2. Past Performance and Experience

The Offeror shall identify the level of the developer's experience and success with projects similar to that contemplated in this RFP. The Offeror shall present the team's five (5) most relevant projects that demonstrate success in medium to large-scale, urban, mixed-use development projects in the greater Baltimore area or similar metropolitan areas, with particular focus on projects that have incorporated a public entity into either the ownership structure or which have been subject to a public sector ground lease. Please emphasize projects where

team members have worked together. Projects should be recent and those with which the Offeror has had primary involvement, and may include illustrative material submitted as an appendix. Projects completed more than fifteen (15) years prior to the Due Date of this RFP will not be considered. Offerors must include the following for its five (5) most relevant projects:

- a) Brief project summaries including name and address for each project, the name and telephone number of principal persons familiar with the development;
- b) Descriptions and concept, to include photographs, site plans, plans, renderings as appropriate;
- c) Project scope in GSF, broken down by product type and development cost;
- d) Project team (including details of each team member's development role, if applicable);
- e) Dates of completion and a factual indication of success (including financial returns); and any other pertinent project information;
- f) A statement regarding any debarments, suspensions, bankruptcy or loan defaults on real estate development projects and/or government contracts of Offeror or any member of the Offeror's team, including any pending and/or unresolved matters;
- g) References relevant to project summaries, including names, addresses and telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing and development of prior projects. A minimum of one reference for each project is required.

Other information that shall be submitted as part of the Offeror's Past Performance and Experience includes:

- h) Experience and understanding of approval process for permitting and conditional uses;
- i) Experience financing similar projects.

3. Audited Financial Statements and Financial References

The Offeror shall submit the two (2) most recent years of audited financial statements by a certified public accountant under audit standards as provided by the American Institute of Certified Public Accountants. Additionally, all significant parties to the transaction will provide, at a minimum, the two (2) most recent years of financial statements (audited statements are preferred). A significant party is any party that shall own 10% or more of the project, contribute at least 5% of the total developer equity, or be the primary developer or operator.

The Offeror shall also provide a letter of commitment or letter of interest from each equity investor to the Project, stating the full terms and conditions under which such amounts will be provided to the Project.

Finally, Offeror shall submit a letter of interest from the proposed lenders evidencing a review of the terms and conditions of the RFP. This non-binding letter shall include a statement that the Offeror's lender is highly confident that the Offeror can finance the proposed project, and is willing to lend to the Offeror.

If other methods of financing are intended, the developer shall provide appropriate evidence.

C. Minority Business Enterprise Participation

Baltimore City Community College (BCCC) actively supports the statewide Minority and Disadvantaged Business Enterprise (“MBE”) program administered through the Maryland Department of Transportation (“MDOT”) and encourages MDOT certified MBE firms to participate in the development and construction achieved as a part of this project solicitation. In addition, the BCCC also encourages the participation of other Minority-owned Business Enterprises (“MOBE”) as a means of increasing total minority participation, either through project ownership or development contract execution (the definitions of these MOBE as determined by BCCC are included below).

The College thus has two separate and distinct MBE Participation goals:

- At a minimum, an Offeror selected should meet the project-designated goal of 35% MBE participation through the use of MDOT-certified MBE firms. The sub-goals of at least 9% Woman-owned firms and 7% African American- owned firms have been set for this project.
- Secondly, the College wishes to see additional participation by other MOBEs, registered with the Maryland Department of Assessments and Taxation (MDAT). While there is no specific participation goal of these additional entities beyond the MDOT goal, the College will look favorably upon those proposals which incorporate other MOBE for equity participation or development contract execution.

Offerors will be required to demonstrate to BCCC how any MBE or MOBE will participate within the proposed development project, whether through equity ownership, development partnership, or through contract participation and percentage therein. Note that all Offerors are required to sign and return the MBE certification affidavit contained in Appendix G.

Proposals should include a narrative or tabular description of the level of project ownership, development participation and construction contracting participation of MBEs and/or MOBEs, as defined by this request for proposals, in any and all phases of the Project’s development.

Specifically, each Offeror shall address the following in their proposal:

1. MBE and/or MOBE Project Ownership Participation

Offerors shall describe how any MBE or MOBE participants will have equity project ownership in their proposed project. Offerors whose project has at least 10% MBE and/or MOBE project ownership will be evaluated favorably.

2. MBE and/or MOBE Development and Construction Participation

This RFP establishes Minority, Women-owned, and African American Business Enterprises (MBE/WBE/AABE) goals in keeping with the defined State of Maryland participation goals. The BCCC has determined that the

goals for this RFP for Minority and African American businesses are as follows:

	Development Soft Costs	Construction Costs
MBE	35%	35%
WBE	9%	9%
AABE	7%	7%

Use of MDOT/MBE certified firms shall only count towards achievement of the MBE Development and Construction Participation goals. Use of non-MDOT certified MBEs shall not count towards achievement of the MBE Development and Construction Participation goals.

MBE Definitions

Definitions related to the MBE and AABE Provisions of this RFP are:

1. Minority-owned Business Enterprise (MOBE): a sole proprietorship, partnership or corporation owned, operated and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories.
2. African-American Business Enterprise (AABE): a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories.
3. Women-owned Business Enterprise (WBE): a sole proprietorship, partnership, or corporation owned, operated and controlled by a Woman Group member(s) who has at least 51% ownership. The Woman Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories.
4. Maryland Department of Transportation, Minority Business Enterprise Certified (MDOT/MBE): For details on the State of Maryland’s Minority and Disadvantaged Business Enterprise (“MBE”) Program definition and certification, please visit: <http://www.mdot.maryland.gov/newMDOT/MBE/Overview.html>

D. Community Outreach Strategy and Project Marketing Approach

Offerors must address their proposed out-reach strategy and marketing approach to ensure the proposed project can be executed with community support.

1. Outreach Strategy

The outreach strategy shall address the Offeror’s understanding of, and approach to, managing existing local stakeholders, organizations in downtown Baltimore, and community associations. The outreach strategy shall also describe the

Offeror's proposed approach for interacting with the community, including with respect to the Holocaust Memorial, and the potential for generating job growth. Offerors that commit to programs for employment, apprenticeships, and internships that benefit the student population at BCCC will also be viewed favorably. Please visit www.bccc.edu to see a list of academic programs offered by the school.

2. Economic Impact to the State of Maryland

Also, an assessment of the expected Economic Impact to the State of Maryland should be provided, describing the benefits that would accrue to the State either directly or indirectly as a result of this project. The assessment should include:

- a) The contract percentage to be recycled into Maryland's economy in support of the Project. Offerors should be as specific as possible and provide a breakdown of expenditures in this category.
- b) The number and types of jobs for Maryland residents resulting from this Project. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the Offeror has committed.
- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of this Project. Indicate tax category (e.g., payroll taxes, sales taxes). Provide a forecast of the total tax revenues.
- d) The amount or percentage of subcontract dollars placed with Maryland small businesses and Maryland MBEs.
- e) Any other economic benefits to the State of Maryland that would result from the Offeror's proposal.

3. Marketing Strategy

The Offeror shall provide a description of the approach for marketing the Project for its proposed uses. The marketing strategy shall describe the marketing process for generating interest and excitement for the Campus redevelopment and demonstrate the Offeror's commitment.

E. Development Plan

The Offeror shall provide a written expressed, clear understanding for the vision of the Inner Harbor Campus and how their proposed development fits within the framework of the greater vision of downtown Baltimore. The description shall incorporate all elements of the proposal (Qualifications, Financial Framework, Project Vision, Minority and Local Participation, Outreach Strategy, and Marketing Approach) to show their alignment with the vision. Proposals seeking to relocate (at Offeror's expense) the Memorial site will be reviewed separately with the designated representatives of the Fund. Further guidance on the evaluation process for these proposals will be provided to the Offerors on the Question and Answer Posted Date.

1. Financial Proposal to the College

Offerors shall provide a narrative statement explaining the economic feasibility of the proposed development, as well as the information outlined below.

The College is contemplating a ground lease agreement of the Project Site. The College is looking to maximize its financial return in order to help perpetuate its overall educational mission. The Offeror shall provide an explanation of its' financial offer to the College. At a minimum, it should include ground lease payments. It may also include other forms of financial compensation. For example:

1. Participation rent to share in developer upside of higher than anticipated rents;
2. Participation in capital events, such as the sale of a developer's share of interest in the project;
3. Rental space for the College's ongoing operations, either in the form of surge space for the College off site or as part of the final development site
4. Participation in density additions such as an increase in the use of buildable area;
5. Additional rent such as a percentage of the net income of the ground tenant;
6. Holding rent such as a fixed dollar amount paid until commencement of construction.

The Offeror's financial offer should include a proposed ground lease payment and/or other payments that would make up the total value offer to the College. The financial offer should be described in detail and a preliminary compensation and participation schedule indicating the percentage, amount and timing of payments to the College shall be submitted. Offerors should note terms for escalation clauses and ground lease resets in their proposal. All offers should tie to the Offeror Pro Forma (as discussed below).

Given that the Project size or use composition may vary according to use and final design, Offerors are required to submit separate financial offers with corresponding Offeror Pro Forma for each development option proposed, however no Offeror shall submit more than five (5) separate options.

Required Initial Deposit from all Offerors: Offerors are required to deliver with their submissions to the Project Point of Contact in the Office of Procurement a \$100,000 deposit, to be held by the College until returned, without interest within 30 days, to all Offerors not selected to advance in the negotiation process.

Additional Deposit from selected Offeror: If an Offeror's proposal is selected for negotiation by the College, the selected Offeror shall deliver to the Point of Contact within 5 days of said selection an additional deposit of \$400,000 to be held along with the initial \$100,000 deposit in an interest bearing Escrow Account with said interests being retained as additional deposit. The Deposit shall be in the form of a Bid Bond, Letter of Credit, or other instrument in a form acceptable to the College, or cashier's check, certified check, or money order.

The selected Offeror is responsible for reimbursing the College's eligible expenses, including, but not limited to retaining outside real estate counsel through the Office of Attorney General, appraisals, title search, surveys and other outside consultants required for completion of this project. BCCC agrees that the \$500,000 Escrow Account Funds on deposit shall only be used as payment for the required expenses pursuant to this Escrow Agreement. The Escrow Account Funds shall not be used or pledged by the Developer for any purpose during the period the Escrow Account is in effect. Upon retaining the necessary services for the transaction, all money in the Escrow Account, plus any accrued interest if any, shall be immediately released to the Developer at the

completion of the project.

Construction Contract Payment and Performance Bonds: The Offeror shall provide bonds acceptable to BCCC from the Construction Contractors as follows: (1) A bond equal to 100% of the contract amount for faithful performance of the contract from a federally or Maryland approved surety company with sufficient assets, and which bond names BCCC and the State of Maryland for the completion of the planned construction; (2) a bond equal to 100% of the contract amount from a federally or Maryland approved surety company with sufficient assets for payment of labor, material, equipment rental and public services; and (3) a bond for 100% of the contract amount for maintenance for a two year warranty period). All payment and performance bonds must meet COMAR requirements, be approved by the Office of the Attorney General, and/or be approved by the State of Maryland.

2. Development Program and Uses

As part of each proposal's Development Plan, Offerors shall describe how their development concept corresponds to market realities and is also in harmony with the College's desire to maintain a presence of up to 50,000 square feet in the finished development.

As part of the plan, the Offeror shall describe the proposed approach to designing a creative, high quality, and aesthetically pleasing product. The narrative and any associated drawings should depict the functionality, creativity, and thoughtfulness of the overall site layout (although this solicitation does not require design drawings, Offerors are encouraged to submit renderings to better convey the vision for the Project.) The permitted uses proposed by the Offeror will be subject to approval by the BCCC Board of Trustees and, for the Holocaust Memorial site, the Fund and the Committee.

3. Implementation and Coordination Strategy

The Implementation and Coordination Strategy shall describe how the Offeror will guarantee the team's commitment to the implementation of the project, including:

- a) Description of the Offeror's approach to best serve the needs of the College by interacting and coordinating with the owners of the surrounding area to ensure a cohesive high-quality development, including satisfaction of the requirements for the Holocaust Memorial provided for herein.
- b) Demonstration of the Offeror's willingness to assume the risk of pre-development work.
- c) Description of the Offeror's phasing plan for the overall development.
- d) Description of the team's timetable and milestones for the next 12 months that builds upon the proposed construction schedule within the Construction Management Plan; including ability to mobilize and commence the first phase of development programming immediately upon designation as the selected Offeror.
- e) Description of the Offeror's time and financial commitment to guarantee to the College that the team's milestones will be met.
- f) Provision of rationale for completing the project, including sales and tenant rent structure, detailing target markets, cost and quality level.

Any other considerations to the Project not mentioned within this RFP may be addressed within this section, as deemed necessary by the Offeror.

4. Incorporation of Principles of Sustainability

The Offeror should specifically describe how the Offeror will meet Leadership in Environmental and Energy Design (LEED) standards for new construction for their proposed use of the Site.

5. Project Pro Forma

Offerors shall provide full development proformas in Microsoft Excel 2010 format (“Offeror Pro Forma(s)”), describing estimated development cost and projected Project cash flows. All Offeror proformas must be dynamic with operational and fully functioning formulas. Offerors shall limit hard coding for assumption inputs only. For rental units, retail, and office space, the submission should include an operating pro forma and analysis demonstrating the project’s operating characteristics, including net operating income, debt service requirements, and related coverage ratios. For residential units, the submission must include an absorption and lease-up schedule identifying the estimated absorption time.

Within the Offeror Pro forma(s), the Offeror must submit a Sources and Uses Statement. The sources statement should describe the expected equity requirements and sources, the anticipated sources of working capital, and the anticipated sources permanent and construction debt financing for the project.

The Offeror Pro forma(s) should also depict the return structure for each alternative as described in the Financial Proposal. Demonstration of how the equity contribution and the first and second mortgage debt or other methods of financing fully fund this project. Offerors shall also submit a plan for their intended source of equity funding and expectations for both return of equity investment and return on equity.

6. Development Budget

Offerors shall provide a comprehensive development budget that coincides and matches the Offeror Pro Forma(s), showing the Project’s total development costs, itemizing an assumed value/ground lease payment, demolition, construction, architectural, engineering and related fees, and all other costs associated with the Project. The Offeror shall also submit total project costs and the price per square foot (for each use where possible). The submittal shall include but is not limited to:

1. Detailed methodology for determining the value/ground lease payments of the site;
2. Hard and soft costs, identified in detail, based on industry standards; and
3. All developer fees and overhead costs separately identified, in detail.

7. Development Program Summary Sheet

In addition to the narrative provided in the response to the Proposed Project section of the RFP, Offerors should complete and submit the Development Program Summary Sheet that is included as an addendum to this RFP (See Appendix C). The College Requests that any Offerors wishing to propose on the entire site including the Holocaust Memorial site submit a separate Development Program Summary Sheet. One sheet should detail the Offeror’s proposal for the Bard Building site ONLY, and the second sheet should detail the Offeror’s proposal for the entire site, including both the Bard Building site and the Holocaust Memorial site

V. Selection and Approval Process

The College will select the developer that maximizes the financial return to the College while maintaining the goals of the College's educational mission, taking into account the Submission Requirements and Evaluation Factors set forth in the RFP. The evaluation criteria and areas of emphasis described in the RFP are intended as a guide to the College's discretion in identifying a selected Offeror(s). The College retains the ultimate discretion to identify and select the development team that offers the most outstanding proposal, taking into account the factors and requirements set forth in this RFP. **The College reserves the right, at its sole discretion, to reject any proposal it deems incomplete or unresponsive to the submission requirements. The College also reserves the right, at its sole discretion, to reject all proposals and re-advertise at a later date. The College has agreed, and Offerors acknowledge, that incorporation of the Holocaust Memorial Site shall be in the sole and absolute discretion of the Fund with the approval of the Committee based upon the evaluation of the proposals received.**

Responses to this RFP will be subject to the following methodology:

- i. The College receives and processes all Proposals through the designated Point of Contact. Proposals that, in the College's sole and non-reviewable discretion, are deemed non-responsive or are technically insufficient for being selected for award will be rejected.
- ii. The College will designate an Evaluation Committee (EC) which will be comprised of representatives from the College, the State, and the community. The EC will be supported by industry experts. An analysis and evaluation of each Proposal deemed to be reasonably susceptible of being selected for award will be conducted.
- iii. The EC may elect to meet with all or select Offerors for both an oral presentation and specific discussions about a Proposal. If such meetings are held, details on the oral presentation will be provided as part of the scheduling process. Such discussions could include identification of areas of the Proposal that require clarification or improvement or do not comply with the RFP. Any oral explanation or instruction given by the College and its advisors during that time is not binding on the College unless set forth in an Amendment to this RFP.
- iv. If requested by the College, Offerors shall submit Final Proposals. The College reserves the right to waive the Final Proposal submission requirement, to request further clarification of a Final Proposal or to request a Revised Final Proposal.
- v. The EC will, in coordination with the Point of Contact, rank each responsive Proposal, and evaluate it based on the Evaluation Factors of this RFP. The EC will then, in coordination with the Point of Contact, designate an Offeror shortlist, to be recommended to the BCCC Board of Trustees. The Board of Trustees will then evaluate and recommend a final Offeror(s) for approval. The College will enter into negotiations with the selected Offeror(s) to finalize ground lease terms and a developer agreement. If negotiations are unsuccessful, the College may terminate negotiations and commence negotiations with the second ranked Offeror and those ranked thereafter, in order of ranking. Alternatively, the College may decide upon competitive negotiations with two or more ranked Offerors.
- vi. As soon as the ground lease terms for the tentatively Selected Offeror's Project have been finalized, the Board of Trustees will submit a recommendation regarding the designation of a Selected Offeror(s) and approval of the ground lease and/or developer agreement to the Maryland Board of Public Works (BPW). The BPW must give approval prior to the final agreements reached between the Offeror and the Board of Trustees before the agreements is signed.

The proposals will be evaluated as follows: For Offeror's responses to items B, C, and D the evaluation factors in order of importance are:

- 1) Offeror Qualifications
- 2) Minority Business Enterprise Participation
- 3) Community Outreach Strategy and Project Marketing Approach

For Offeror's Response to item E the evaluation factors in order of importance are:

- 1) Financial Proposal to the College
- 2) Development Program and Uses
- 3) Implementation and Coordination Strategy
- 4) Incorporation of Principles of Sustainability

A summary of the required and suggested response materials to the RFP is included in Appendix A.

A. Timeline

The date of the release of this RFP until the Due Date shall serve as a question and answer period between the College and prospective Offerors. Any questions regarding this RFP should be submitted via email to info@BCCCHarborCampus.com. Offerors shall not direct questions to any other person affiliated directly or indirectly with the College or its advisors. Responses to Offeror questions will be posted anonymously to the Project Website as quickly as possible.

Evaluations will commence at immediately upon receipt of the offers. All Offerors will be notified of their status with respect to this solicitation on or about January 2009. Each Offeror who responds to this RFP is responsible for monitoring the Project Website for updates or additional information pertaining to the Project. The College will endeavor to follow the dates set forth above; however, such dates are intended to serve as a guideline only and are subject to change under the College's sole discretion and without prior notice.

The College will host a Pre-Proposal Conference at a yet undetermined date as soon as practicable following the release of this RFP. The Pre-Proposal Conference will be held at the Bard Building (600 E. Lombard Street).

A summary of the timeline is presented below:

RFP Release	March 7, 2017
Pre-Proposal Conference and Site Tour	March 20, 2017
Question Submission Cutoff Date Final	March 31, 2017
Q & A Posted to Website	April 10, 2017
Letter of Interest	April 21, 2017
RFP Responses Due	June 2, 2017

B. Material Changes

From the Due Date through Project award, the Offeror shall provide to the College in writing, all material changes to their proposal. Failure of the Offeror to disclose material changes may result in the disqualification from the competition of this project. Material changes may include, but are not limited to:

1. Bankruptcy/reorganization of any of the participating entities/individuals or key team members in the Offeror's proposal;
2. Default on any loans or any other type of debt instrument;
3. Twenty (20) percent decrease in net worth/owner's equity;
4. Twenty (20) percent decrease in assets;
5. Twenty (20) percent increase in liabilities
6. Litigation actions, pending or threatened, that may materially affect the Offeror's ability to successfully complete the transaction;
7. Judgment or lien against the Offeror imposed by any state or federal local taxing authority;
8. Other events deemed material by the Offeror that may affect the Offeror's ability to complete the transaction; and
9. Key team member or employee resignations.
10. Changes in Executive Management
11. Loss/replacement in significant lines of credit
12. Audit findings

The College reserves the right to reevaluate any material change(s) to the Offeror's proposal and eliminate it from further consideration.

C. CONTRACT AFFIDAVIT

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. The affidavit need not be submitted with an Offeror's proposal but must be provided upon notice of Contract award. The College requires that the Offerors' proposals will be valid for a minimum of 90 days.

D. OTHER CONTRACTUAL REQUIREMENTS

Respondent(s) recommended for award as a result of this solicitation will enter into a written development agreement with the State which will include, at a minimum, all contract, procurement and lease provisions, affidavits and documentation required by State and Federal laws and regulations.

VI. Appendix A – Required and Suggested RFP Response Requirements

BCCC RFP Requirements		
	Required	Preferred
Transmittal Letter		
1. Acknowledge any addenda to the RFP	x	
2. Communicate any exceptions to this RFP	x	
3. Title of solicitation, the Offeror's name, federal tax ID/SSN, address, & signed by the individual who is authorized to bind the firm to all statements.	x	
Offeror Qualifications		
1. Names of Master developer (firm or joint venture partners), project architect, civil engineer & financing team	x	
2. Organizational chart and narrative description that identifies how the proposed team structure will best serve the College and the Project	x	
3. Name, Address, Telephone Number, Fax Number & E-Mail Principal, partner, entity or joint-venture partner	x	
4. Name, address, telephone number, fax number & e-mail of the representative authorized to act on behalf of the Offeror & who will be available to respond to questions or requests for additional information	x	
5. Identify any affiliation or other relationship between any of the members of the Offeror team and any development company, parent company or subsidiary.	x	
6. Summary qualifications of senior-level staff of the key team members who will be working on this project (including a description of their role in this project and relevant experience)	x	
7. Status of the Offeror organization (corporation, non-profit, etc.) indicating under which laws it is organized and operating including a brief history of the organization and its principals (for any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction)	x	
Past Performance & Experience		
1. Offeror shall present the team's five most relevant projects that demonstrates success in medium to large-scale, urban, mixed-use development projects in the greater	x	

Baltimore area or similar metro areas with a particular focus on projects that have incorporated a public entity into either the ownership structure or which have been subject to a public sector ground lease		
2. Projects should be those with which the Offeror has had a primary involvements and may include illustrative material submitted as an appendix (projects completed more than (15) years prior to the due date of this RFP will not be considered	x	
3. Brief project summaries including name and address for each project, the name and telephone number of principal persons familiar with the development	x	
4. Descriptions and concept, to include photographs, site plans, plans, renderings as appropriate	x	
5. Project scope in GSF, broken down by product type and development cost	x	
6. Project team (including details of each team member's development role, if applicable)	x	
7. Dates of completion and a factual indication of success (including financial returns); and any other pertinent project information	x	
8. A statement regarding any debarments, suspensions, bankruptcy or loan defaults on real estate development projects and/or government contracts of Offeror or any member of the Offeror's team	x	
9. References relevant to project summaries, including names, addresses and telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing and development of prior projects	x	
10. Experience and understanding of approval process for permitting and conditional uses	x	
11. Experience financing similar projects	x	
12. The Lead or General Partner shall submit the two (2) most recent years of audited financial statements by a certified public accountant under audit standards as provided by the American Institute of Certified Public Accountants.	x	
13. Additionally, all significant parties to the transaction will provide, at a minimum, the two (2) most recent years of financial statements. A significant party is any party that shall own 10% or more of the project, contribute at least 5% of the total developer equity, or be the primary developer or operator.	x	
14. The Offeror shall also provide a letter of commitment or letter of interest from each equity investor to the Project, stating the full terms and conditions under which such amounts will be provided to the Project.	x	
15. Finally, Offeror shall submit a letter of interest from the proposed lenders evidencing a review of the terms and conditions of the RFP. This non-binding letter shall include a statement that the Offeror's lender is highly confident that the Offeror	x	

can finance the proposed project, and is willing to lend to the Offeror. If other methods of financing are intended, the developer shall provide appropriate evidence.		
Minority Business Enterprise Participation		
1. Proposals should include a narrative or tabular description of the level of project ownership, development participation, and construction contracting of Minority Business Entities (MBEs), as defined by this request for proposals, in any and all phases of the Project's development.	x	
2. Offerors shall have MBE participants on their development team. Offerors must meet the project designated goals of at least 35% participation of Maryland Department of Transportation (MDOT) - certified MBE firms, which includes subgoals of 9% women-owned firms and 7% African American-owned firms.	x	
3. The College will more favorably evaluate proposals that have additional participation in excess of the Maryland State goals of firms whether certified under MDOT or not.		x
4. Offerors that have equity participation by either MDOT-MBE firms or other Minority Owned Business Enterprises will be evaluated more favorably.		x
5. Affidavit for MBE participation must be submitted.	x	
Community Outreach Strategy & Project Marketing Approach		
1. The outreach strategy shall address the Offeror's understanding of, and approach to, managing existing local stakeholders, organizations in downtown Baltimore, and community associations. The outreach strategy shall also describe the Offeror's proposed approach for interacting with the community, and the potential for generating job growth.	x	
2. Also, an assessment of the expected Economic Impact to the State of Maryland should be provided, describing the benefits that would accrue to the State either directly or indirectly as a result of this project.	x	
3. The assessment should include:		
a) The contract percentage to be recycled into Maryland's economy in support of the Project. Offerors should be as specific as possible and provide a breakdown of expenditures in this category.	x	
b) The number and types of jobs for Maryland residents resulting from this Project. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the Offeror has committed.	x	

c) Tax revenues to be generated for Maryland and its political subdivisions as a result of this Project. Indicate tax category (e.g., payroll taxes, sales taxes). Provide a forecast of the total tax revenues.	x	
d) Any other economic benefits to the State of Maryland that would result from the Offeror's proposal.	x	
4. The Offeror shall provide a description of the approach for marketing the Project for its proposed uses. The marketing strategy shall describe the marketing process for generating interest and excitement for the Campus redevelopment and demonstrate the Offeror's commitment.	x	
5. Offerors that commit to programs for employment, apprenticeships, and internships that benefit the student population at BCCC will also be viewed favorably. Please visit www.bccc.edu to see a list of academic programs offered by the school.		x
Development Plan		
1. The Offeror shall provide a written expressed, clear understanding for the vision of the Inner Harbor Campus and how their proposed development fits within the framework of the greater vision of downtown Baltimore. The description shall incorporate all elements of the proposal (Qualifications, Financial Framework, Project Vision, Minority and Local Participation, Outreach Strategy, and Marketing Approach) to show their alignment with the vision.	x	
2. The Offeror shall provide an explanation of its' financial offer to the College. At a minimum, it should include ground lease payments.	x	
3. Given that the Project size or use composition may vary according to use and final design, Offerors are required to submit separate financial offers with corresponding Offeror Pro Forma for each development option proposed, however no Offeror shall submit more than five (5) separate options.	x	
4. The Offeror's financial offer should include a proposed land price that would be the basis for determining ground lease rents and other compensation.	x	
5. The financial offer should be described in detail and a preliminary compensation and participation schedule indicating the percentage, amount and timing of payments to the College shall be submitted as described above. Offerors should note terms for escalation clauses and ground lease resets in their proposal. Financial offers should be stated in aggregate, on a per square foot basis, and on a per use basis. All offers should tie to the Offeror Pro Forma.	x	
6. As part of each proposal's Development Plan, Offerors shall describe how their development concept corresponds to market realities and is also in harmony with the College's desire to maintain a presence of up to 54,800 square feet in the finished development.	x	

7. The Implementation and Coordination Strategy shall describe how the Offeror will guarantee the team’s commitment to the implementation of the project, including:		
a) Description of the Offeror’s approach to best serve the needs of the College by interacting and coordinating with the owners of the surrounding area to ensure a cohesive high-quality development.	x	
b) Demonstration of the Offeror’s willingness to assume the risk of pre-development work prior to the College vacating the Bard Building.	x	
c) Description of the Offeror’s phasing plan for the overall development.	x	
d) Description of the team’s timetable and milestone’s for the next 12 months that builds upon the proposed construction schedule within the Construction Management Plan; including ability to mobilize and commence the first phase of development programming immediately upon designation as the selected Offeror.	x	
e) Description of the Offeror’s time and financial commitment to guarantee to the College that the team’s milestones will be met.	x	
f) Provision of rationale for completing the project, including sales and tenant rent structure, detailing target markets, cost and quality level.	x	
8. The Offeror should specifically describe how the Offeror will meet Leadership in Environmental and Energy Design (LEED) standards for new construction for their proposed use of the Site.	x	
9. Offerors shall provide full development pro formas in Microsoft Excel 2013 format (“Offeror Pro Forma(s)”), describing estimated development cost and projected Project cash flows. All Offeror pro formas must be dynamic with operational and fully functioning formulas. Offerors shall limit hard coding for assumption inputs only. For rental units, retail, and office space, the submission should include an operating pro forma and analysis demonstrating the project’s operating characteristics, including net operating income, debt service requirements, and related coverage ratios. For residential units, the submission must include an absorption and lease-up schedule identifying the estimated absorption time.	x	
10. Within the Offeror Pro forma(s), the Offeror must submit a Sources and Uses Statement. The sources statement should describe the expected equity requirements and sources, the anticipated sources of working capital, and the anticipated sources permanent and construction debt financing for the project.	x	
11. The Offeror Pro forma(s) should also depict the return structure for each alternative as described in the Financial Proposal. Demonstration of how the equity contribution and the first and second mortgage debt or other methods of financing fully fund this project. Offerors shall also submit a plan for their intended source of equity funding and expectations for both return of equity investment and return on equity.		
12. Offerors shall provide a comprehensive development budget that coincides and matches the Offeror Pro Forma(s), showing the Project’s total development costs,	x	

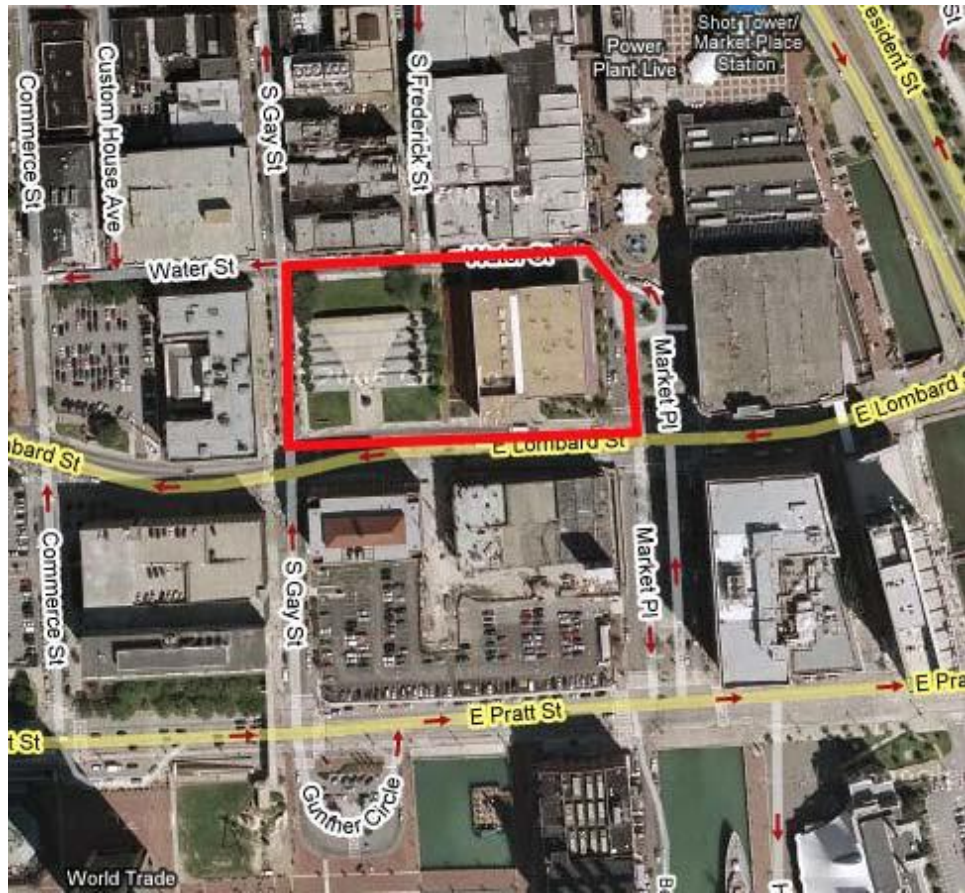
itemizing an assumed value/ground lease payment, demolition, construction, architectural, engineering and related fees, and all other costs associated with the Project. The Offeror shall also submit total project costs and the price per square foot (for each use where possible). The submittal shall include but is not limited to:		
a. Detailed methodology for determining the value/ground lease payments of the site;	x	
b. Hard and soft costs, identified in detail, based on industry standards; and	x	
c. All developer fees and overhead costs separately identified, in detail.	x	
13. It may also include other forms of financial compensation. For example:		
a. Participation rent to share in developer upside of higher than anticipated rents		x
b. Participation in capital events, such as the sale of a developer's share of interest in the project;		x
c. Rental space for the College's ongoing operations, either in the form of surge space for the College off site or as part of the final development site		x
d. Participation in density additions, such as an increase in the use of buildable area;		x
e. Additional rent such as a percentage of the net income of the ground tenant;		x
f. Holding rent such as a fixed dollar amount paid until commencement of construction.		x
14. Provision of an alternative location for the College's operations presently located in the Bard Building is not a specific requirement of this RFP. However, the College will consider any Offeror's proposal to provide either service offerings or in-kind payments in the form of relocation services or temporary/permanent rental space if the Offeror believes they can bring significant value to the College in this way.		x
15. The narrative and any associated drawings should depict the functionality, creativity, and thoughtfulness of the overall site layout (this solicitation does not require design drawings, Offerors are encouraged to submit renderings to better convey the vision for the Project.)		x

VII. Appendix B – Site Photos

A. Exhibit 1 – General Position of the Project Site (including Holocaust Memorial Site)



B. Exhibit 2 – Local Position of the Project Site (including Holocaust Memorial Site)



C. Exhibit 3 – Map of the Project Site (including Holocaust Memorial Site)



Real Property Data Search (w3)

Guide to searching the database

Search Result for BALTIMORE CITY

View GroundRent Redemption				View GroundRent Registration					
Account Identifier:		Ward - 04 Section - 11 Block - 1372 Lot - 001							
Owner Information									
Owner Name:		BOARD OF TRUSTEES OF THE NEW COMMUNITY COLLEGE		Use: Principal Residence:		EXEMPT COMMERCIAL NO			
Mailing Address:		C/O EDUCATIONAL AFFAIRS DIV. 200 ST. PAUL PL BALTIMORE MD 21202		Deed Reference:		/02942/ 00364			
Location & Structure Information									
Premises Address:				Legal Description:					
50 MARKET PL BALTIMORE 21202-0000				2.336 ACRES					
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0004	0000	0000		0000	11	1372	001	2016	Plat Ref:
Special Tax Areas:				Town:		NONE			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1976		225936				101,756 SF		68210	
Stories	Basement	Type		Exterior	Full/Half Bath	Garage	Last Major Renovation		
		MULTI-PURPOSE SCHOOL BUILDING							
Value Information									
		Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2016		As of 07/01/2017	
Land:		10,175,600		10,175,600					
Improvements		20,179,700		21,751,600					
Total:		30,355,300		31,927,200		30,879,267		31,403,233	
Preferential Land:		0						0	
Transfer Information									
Seller:		Date:		Price:					
Type:		Deed1:		Deed2:					
Seller:		Date:		Price:					
Type:		Deed1:		Deed2:					
Seller:		Date:		Price:					
Type:		Deed1:		Deed2:					
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2016		07/01/2017			
County:		440		30,879,267.00		31,403,233.00			
State:		440		30,879,267.00		31,403,233.00			
Municipal:		440		0.00 0.00		0.00 0.00			
Tax Exempt:		Special Tax Recapture:		NONE					
Exempt Class:									
Homestead Application Information									
Homestead Application Status: No Application									

This is lot 2 on Plat 2409

HJK/d11 8/30/73

LIBER 3230 PAGE 284

THIS DEED, made this day of APR 30 1975, 1975, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (hereinafter referred to as "City"), acting by and through the Department of Housing and Community Development (hereinafter referred to as "Department"), party of the first part, and the BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE OF BALTIMORE, (hereinafter referred to as "College"), party of the second part.

WHEREAS, the Mayor and City Council of Baltimore by Ordinance No. 1818 approved July 6, 1971, approved the Harbor Campus Renewal Plan; and

WHEREAS, the Mayor and City Council of Baltimore by Ordinance No. 410 approved June 29, 1973, amended the Harbor Campus Renewal Plan; and

WHEREAS, the City, acting by and through the Department, in pursuance of the power and authority contained in the provisions of Paragraph 15 of Article II of the Baltimore City Charter (1964 Revision), and under the provisions of Ordinance No. 692 of the Mayor and City Council of Baltimore approved December 31, 1956, and under the authority of Ordinance No. 152 approved June 28, 1968, had prepared to convey the hereinafter described property and air rights unto College subject

to and with the benefit of the terms, conditions, provisions, reservations and easements set forth in the aforesaid Harbor Campus Renewal Plan; and

WHEREAS, this Deed between the City and College was presented to and approved by the Board of Estimates of Baltimore City and said approval is duly entered into its minutes.

AND, NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the party of the first part does hereby grant and convey, subject to and with the benefit of the terms, conditions, provisions, reservations and easements set forth in the Harbor

BALTIMORE CITY SUPERIOR COURT (Land Records), LIBER 3230, p. 0284, MSA CE 168-13550, Date available 02/10/2005, Printed 10/01/2015

REAL PROPERTY TAXES
DEPT. OF FINANCE
CITY OF BALTIMORE
TRANSFER TAX NOT REQUIRED
CHARLES L. BENTON
03786
AUTHORIZED SIGNATURE

Campus Renewal Plan aforesaid unto the parties of the second part and successors and assigns in fee simple, all those parcels of land and air rights situate in Baltimore City, State of Maryland, and described as follows, that is to say:

1384
 BEGINNING for Lot 1, at the point formed by the intersection of the south side of Lombard Street, as widened on the north side thereof from its former width of 66 feet to a varying width and the west side of Market Place, as now laid out 150 feet wide, and running thence binding on said west side of Market Place, South $04^{\circ}-03'-55''$ East 325.45 feet to the north side of Pratt Street, 101 feet wide, as shown on a plat dated November 22, 1972 as revised through May 4, 1973, entitled "Department of Housing and Community Development-Harbor Campus Community College of Baltimore Final Subdivision Plan", said plat being recorded among the Land Records of Baltimore City in Plat Pocket Folder R.H.B. No. 2409; thence binding on said north side of Pratt Street, South $87^{\circ}-22'-45''$ West 453.59 feet to intersect the east side of Gay Street, varying in width; thence binding on said east side of Gay Street, North $03^{\circ}-33'-50''$ West 221.18 feet to intersect the north side of the former bed of Warehouse Alley, 20 feet wide, as condemned and closed; thence binding on the north side of the former bed of said Warehouse Alley, North $86^{\circ}-58'-30''$ East 168.76 feet to intersect the west side of Frederick Street, as now laid out 49.50 feet wide; thence binding on said west side of Frederick Street, South $03^{\circ}-53'-30''$ East 20.00 feet to intersect the south side of the former bed of said Warehouse Alley; thence binding on the line of the south side of the former bed of said Warehouse Alley if projected easterly and on the southernmost extremity of said Frederick Street, North $86^{\circ}-58'-30''$ East 49.50 feet to the east side of said Frederick Street; thence binding on said east side of Frederick Street, North $03^{\circ}-53'-30''$ West 119.98 feet to intersect the south side of said Lombard Street and thence binding on the south side of said Lombard Street, North $86^{\circ}-43'-00''$ East 233.00 feet to the place of beginning.

Containing 123,256.70 square feet or 2.8296 acres of land, more or less.

1373
 BEGINNING for Lot 2, at the point formed by the intersection of the south side of Water Street, as now laid out 49.50 feet wide, and the west side of Market Place, as now laid out 150 feet wide, and running thence binding on said west side of Market Place, South $04^{\circ}-10'-20''$ East 230.40 feet to intersect the northwest side of Lombard Street as widened on the north side thereof from its former width of 66 feet to a varying width; thence by a line curving to the right with a radius of 10.00 feet the distance of 9.21 feet which arc is subtended by a chord bearing South $60^{\circ}-37'-52''$ West 8.89 feet; thence continuing to bind on the north side of said Lombard Street the five following courses and distances; namely, by a line curving to the right with a radius of 2390.00 feet the distance of 135.69 feet which arc is subtended by a chord bearing South $88^{\circ}-38'-11''$ West 135.66 feet, by a line curving to the left with a radius of 2410.00 feet the distance of 138.29 feet which arc

-2-

is subtended by a chord bearing South 88°-37'-08" West 138.27 feet, South 86°-58'-30" West 108.34 feet, by a line curving to the left with a radius of 214.86 feet the distance of 53.57 feet which arc is subtended by a chord bearing South 79°-49'-58.5" West 53.43 feet and by a line curving to the right with a radius of 7.50 feet the distance of 6.34 feet which arc is subtended by a chord bearing North 83°-06'-10" West 6.15 feet to intersect the east side of Gay Street, as now laid out 66 feet wide; thence binding on said east side of Gay Street, North 03°-45'-20" West 227.74 feet to the south side of said Water Street and thence binding on said south side of Water Street the three following courses and distances; namely, North 86°-33'-10" East 165.83 feet, North 86°-23'-56" East 49.50 feet and North 86°-20'-50" East 232.17 feet to the place of beginning.

Containing 101,750.53 square feet or 2.3359 acres of land, more or less.

AIR RIGHTS OVER A PORTION OF THE BED OF LOMBARD STREET

BEGINNING for Lot 3, at a point on the south side of Lombard Street, as widened on the north side thereof from its former width of 66 feet to a varying width, distant 108.38 feet westerly measured along said south side of Lombard Street from the west side of Market Place, as now laid out 150 feet wide, and at a horizontal plane having an elevation of 25.05 feet and extending to a maximum elevation of unlimited height, and running thence binding on said south side of Lombard Street, South 86°-43'-00" West 15.00 feet; thence North 03°-59'-50" West 86.51 feet to the north side of said Lombard Street; thence binding on said north side of Lombard Street by a line curving to the left with a radius of 2390.00 feet the distance of 15.03 feet which arc is subtended by a chord bearing North 89°-35'-51.5" East 15.02 feet to intersect a line drawn parallel with and distant 15.00 feet easterly measured at right angles, from the second line of this description and thence binding on said line so drawn, South 03°-59'-50" East 85.75 feet to the place of beginning.

Containing 1291.95 square feet or 0.0297 acre of land, more or less.

The elevations in the above descriptions are all referred to mean low tide as adopted by the Baltimore Survey Control System.

The above described property and air rights are conveyed subject to easements within Lot 1 and Lot 2 which are hereby reserved to the City for use by its agents, employees, and assignees and the holder of any right or franchise granted by the City for the purpose of constructing, reconstructing, maintaining, enlarging, repairing, or servicing any and all utilities, within the areas described as follows:

BALTIMORE CITY SUPERIOR COURT (L and Records) RHB 3230 p. 0286 MSA CE168 13550 Date available 02/10/2005. Printed 10/01/2016.

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BEGINNING for the same at the point formed by the intersection of the west side of Frederick Street, as now laid out 49.50 feet wide, and the south side of the former bed of Warehouse Alley, 20 feet wide, as condemned and closed, said point of beginning being the southwest corner of said Frederick Street, and running thence binding on the line of the south side of the former bed of said Warehouse Alley if projected easterly and on the southernmost extremity of said Frederick Street, North $86^{\circ}-58'-30''$ East 49.50 feet to the east side of said Frederick Street; thence binding in part on the east side of the former bed of Frederick Street, 49.50 feet wide, as condemned and closed, in part on the line of the east side of the former bed of said Frederick Street if projected southerly and in all, South $03^{\circ}-53'-30''$ East 202.74 feet to intersect the north side of Pratt Street, 101 feet wide, as shown on a plat dated November 22, 1972 as revised through May 4, 1973 entitled "Department of Housing and Community Development-Harbor Campus Community College of Baltimore Final Subdivision Plan", said plat being recorded among the Land Records of Baltimore City in Plat Pocket Folder R.H.B. No. 2409; thence binding on said north side of Pratt Street, South $87^{\circ}-22'-45''$ West 49.51 feet to intersect the line of the west side of the former bed of said Frederick Street if projected southerly and thence binding in part reversely on last said line so projected, in part on said west side of the former bed of Frederick Street and in all, North $03^{\circ}-53'-30''$ West 202.39 feet to the place of beginning.

BEGINNING for the same at a point on the south side of Water Street, as now laid out 49.50 feet wide, distant 232.17 feet westerly measured along said south side of Water Street from the west side of Market Place, as now laid out 150 feet wide, said point of beginning being the northeast corner of the former bed of Frederick Street, 49.50 feet wide, as condemned and closed, and running thence binding on the east side of the former bed of said Frederick Street, South $03^{\circ}-59'-50''$ East 224.38 feet to intersect the north side of Lombard Street as widened on the north side thereof from its former width of 66 feet to a varying width; thence binding on said north side of Lombard Street the two following courses and distances; namely, by a line curving to the left with a radius of 2410.00 feet the distance of 48.83 feet which arc is subtended by a chord bearing South $87^{\circ}-33'-19.5''$ West 48.82 feet and South $86^{\circ}-58'-30''$ West 0.69 feet to intersect the west side of the former bed of said Frederick Street; thence binding on said west side of the former bed of Frederick Street, North $03^{\circ}-59'-50''$ West 223.39 feet to intersect the south side of Water Street and thence binding on said south side of Water Street, North $86^{\circ}-23'-56''$ East 49.50 feet to the place of beginning.

Also subject, to an easement reserved by the City within Lot 1, for landscaping and use by pedestrians described as follows, that is to say:

BEGINNING for the same at the point formed by the intersection of the west side of Market Place, as now laid out 150 feet wide, and the north side of Pratt Street, 101 feet wide, as shown on a plat dated November 22, 1972- as revised through May 4, 1973 entitled "Department of Housing and Community Development-Harbor Campus Community College of Baltimore Final Subdivision Plan", said plat being recorded among the Land Records of Baltimore City in Plat Pocket Folder R.H.B. No. 2409; and running thence beginning on the north side of said Pratt Street, South 87°-22'-45" West 453.59 feet to intersect the east side of Gay Street, varying in width; thence binding on said east side of Gay Street, North 03°-33'-50" West 70.01 feet to intersect a line drawn parallel with and distant 70.00 feet northerly, measured at right angles, from the first line of this description; thence binding on said line so drawn, North 87°-22'-45" East 452.98 feet to intersect the west side of said Market Place and thence binding on said west side of Market Place, South 04°-03'-55" East 70.02 feet to the place of beginning.

All courses and distances in the above descriptions are referred to the true meridian as adopted by the Baltimore Survey Control System.

All references to streets and alleys are for the purpose of description only and are not to effect a dedication.

RESERVING herein unto the party of the first part all of its right, title and interest in and to the beds of all streets and alleys abutting the property herein described.

TOGETHER with the improvements thereupon and all the rights, ways, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcels of land and air rights hereinabove described unto and to the use of the party of the second part and successors and assigns in fee simple subject to and with the benefit of the terms, conditions, provisions, reservations and easements set forth in the Harbor Campus Renewal Plan and further subject to the above mentioned easements which have been reserved to the City.

AND, the party of the first part hereby covenants that it will warrant specially the property hereby conveyed and that it has done no act to encumber said property and that it will execute such further assurances thereto as may be requisite.

IN WITNESS WHEREOF, the parties of the first and second parts have caused these presents to be executed on the day and year first above written.

ATTEST:

Lawrence B. Daley
Lawrence B. Daley, Deputy Treasurer



MAYOR AND CITY COUNCIL OF BALTIMORE

Robert C. Embry, Jr.
Robert C. Embry, Jr., Commissioner
of the Department of Housing and
Community Development

ATTEST:

Charles A. Hildebrand

BOARD OF TRUSTEES OF THE COMMUNITY
COLLEGE OF BALTIMORE

Calvin B.T. Lee
Dr. Calvin B.T. Lee, Chairman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 18th day of APRIL, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ROBERT C. EMBRY, JR., Commissioner of the Department of Housing and Community Development, and acknowledged the foregoing Deed to be the corporate act and deed of the Mayor and City Council of Baltimore.



IN WITNESS my hand and Notarial Seal,

Jerome M. Katz
Notary Public

My Commission expires: JULY 1, 1978

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of January, 1975, before me, the subscriber, a Notary Public of the State of Maryland

BALTIMORE CITY SUPERIOR COURT - Land Records - RMD-2230, p. 0289-MSA-CE168-13550, Data available 02/10/2005, Printed 10/01/2016

in and for the City of Baltimore aforesaid personally appeared
DR. CALVIN B. T. LEE, Chairman of the Board of Trustees of The
Community College of Baltimore, and acknowledged the foregoing Deed
to be the act and deed.

AS WITNESS my hand and Notarial Seal.



Brenda R. Patterson
Notary Public

My Commission expires July 1, 1978

The Board of Estimates, this APR 30 1975 day of APR 30 1975, 1975,

acting upon the approval and recommendation of the Department of
Housing and Community Development, hereby approves the foregoing Deed
between the Community College of Baltimore and The Mayor and City
Council of Baltimore.

BOARD OF ESTIMATES

By Robert A. Selinsky
Deputy Comptroller, Clerk

APPROVED as to form and legal sufficiency

this 17 day of April, 1975.

Benjamin L. Brown
Benjamin L. Brown
City Solicitor

William Hoffman
William Hoffman
Chief Assistant Solicitor

REC'D FOR RECORD MAY 9 1975 10²⁰ M. & RECORDED IN THE LAND RECORDS OF
BALTIMORE CITY, LIBER R.H.B. 3230 PAGE 264 ROBERT H. BOUSE, CLERK

VIII. Appendix C – Development Program Summary Sheets

Development Program Summary Sheet – Bard Building Site Only

ANNUAL PAYMENT TO BCCC

- Ground Rent
- Participating Rent
- Other (Please Specify)
- Other (Please Specify)

Condo	Apartment	Retail	Office	Hotel	Other	Other

DEVELOPMENT SCOPE

- FAR
- Building Area (GSF)
- Building Area (RSF)
- Parking Spaces
- Residential Units- Apartment
- Residential Units -Condo
- Hotel Rooms

SOURCES & USES

Sources

- Debt
- Equity
- Other (specify if Debt or Equity)
- Other (specify if Debt or Equity)
- Other (specify if Debt or Equity)

Total Sources	\$0	\$0	\$0	\$0	\$0	\$0

Uses

- Hard Costs
- Soft Costs
- Fees
- Financing Costs
- Other
- Other
- Other

Total Uses	\$0	\$0	\$0	\$0	\$0	\$0

PERMANENT FINANCING ASSUMPTIONS

- Permanent Loan Principal
- Interest Rate Amortization
- DCR
- LTV

OPERATING ASSUMPTIONS

- Rental Rate / SF (NNN, Office and Apt Uses)
- ADR (Hotel Only)
- Sales Price / SF (Market Rate Condo Only)
- Escalation (Rental Rate)
- Stabilization (projected month / year)
- Terminal Cap Rate

N/A		N/A		N/A		
N/A	N/A	N/A	N/A	N/A		
	N/A	N/A	N/A	N/A		

PROJECT RETURNS

- Leveraged IRR
- Return on Cost

Development Program Summary Sheet – Entire Site Including Holocaust Memorial Site

	Condo	Apartment	Retail	Office	Hotel	Other	Other
ANNUAL PAYMENT TO BCCC							
Ground Rent							
Participating Rent							
Other (Please Specify)							
Other (Please Specify)							
DEVELOPMENT SCOPE							
FAR							
Building Area (GSF)							
Building Area (RSF)							
Parking Spaces							
Residential Units- Apartment							
Residential Units -Condo							
Hotel Rooms							
SOURCES & USES							
Sources							
Debt							
Equity							
Other (specify if Debt or Equity)							
Other (specify if Debt or Equity)							
Other (specify if Debt or Equity)							
Total Sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uses							
Hard Costs							
Soft Costs							
Fees							
Financing Costs							
Other							
Other							
Other							
Total Uses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PERMANENT FINANCING ASSUMPTIONS							
Permanent Loan Principal							
Interest Rate Amortization							
DCR							
LTV							
OPERATING ASSUMPTIONS							
Rental Rate / SF (NNN, Office and Apt Uses)	N/A		N/A		N/A		
ADR (Hotel Only)	N/A	N/A	N/A	N/A	N/A		
Sales Price / SF (Market Rate Condo Only)		N/A	N/A	N/A	N/A		
Escalation (Rental Rate)							
Stabilization (projected month / year)							
Terminal Cap Rate							
PROJECT RETURNS							
Leveraged IRR							
Return on Cost							

IX. Appendix D – Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2 Certification Regarding Veteran-Owned Small Business Enterprises

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7206, Fraud and False Statements, or

(3) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws or provided in the State Finance and Procurement Article Title 17, Subtitle 2, Annotated Code of Maryland if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provide in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

[Check one (v)]

_____1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705, Annotated Code of Maryland:

(a) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(bi) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702, Annotated Code of Maryland **OR**.

_____2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED BY THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing property disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating in a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

X. Appendix G – MBE Instructions / Forms

State of Maryland Baltimore City Community College MBE Participation

Purpose

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the MBE goal stated in the RFP. MBE performance must be in accordance with this Exhibit, as authorized by COMAR 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE Goals and Sub-Goals

- An MBE subcontractor participation goal of 35 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified MBE's

Or

- An overall MBE subcontract participation goal of 35% percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:
 - A sub-goal of 9% percent of the total contract dollar amount to be allocated to certified MBE's classified as women-owned business.
 - A sub-goal of 7% percent of the total contract dollar amount to be allocated to certified MBE's classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or the offeror agrees that these dollar amounts of the contract will be performed by certified MBE's specified.

- A Prime Contractor, including an MBE Prime Contractor, must accomplish an amount of work not less than the MBE subcontract goals with certified MBE subcontractors.
- A Prime Contractor comprising a joint venture that includes MBE partners (s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

Solicitation and Contract Formation

A bidder or offeror must include with its bid or offer:

- (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment G-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) A completed MBE Participation Schedule (Attachment G-2) whereby the bidder or offeror responds to the expected degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBE at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment G-1 and Attachment G-2 at the time of submittal of the bid or offeror as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is technically insufficient for being selected for award.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (3) Outreach Efforts Compliance Statement (Attachment G-3)
- (4) Subcontractor Project Participation Statement (Attachment G-4)
- (5) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment G-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- (6) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Contract Administration Requirements

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnish to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of entry at reasonable times for the purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- G-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- G-2 MBE participation Schedule (must be submitted with bid or offer)
- G-3 Outreach Efforts Compliance Statement (must be submitted within 10 days working days of notification of apparent award or actual award, whichever is earlier)
- G-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- G-5 Prime Contractor Paid/Unpaid MBE Invoice Report (due by the 15th of the month following the month the services were provided)
- G-6 Subcontractor Paid/Unpaid MBE Invoice Report (due by the 15th of the month following the month the services were provided)

Attachment G-1

Certified MBE Utilization and Fair Solicitation
Affidavit

*******EFFECTIVE OCTOBER 1, 2004*******

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is technically insufficient for being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I Affirm the following:

1. I acknowledge the overall certified MBE participation goal of 35 percent and, if specified in the solicitation, sub-goals of 7 percent for MBE's classified as African American-owned and 9 percent for MBE's classified as women owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I acknowledge that the MBE subcontractor/suppliers listed in the MBE participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified MBE's by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am not notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - a. Outreach Efforts Compliance Statement (Attachment F-3)
 - b. Subcontractor Project Participation Statement (Attachment F-4)
 - c. MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)

- d. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- 5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror's Name

Signature of Affiant

Address

Printed name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

**Attachment G-2
MBE Participation Schedule**

*******EFFECTIVE OCTOBER 1, 2004*******

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is technically insufficient for being selected for award.

<hr/> <u>Prime Contractor (Firm Name, Address, Phone)</u>	<hr/> <u>Project Description</u>
---	----------------------------------

<hr/> <u>Project Number</u>	
-----------------------------	--

<hr/> <u>Minority Firm's Name:</u>	<hr/> <u>MBE Certification Number</u>
------------------------------------	---------------------------------------

<hr/> <u>Work to be Performed/SIC</u>	
---------------------------------------	--

<hr/> <u>Percentage of Total Contract</u>	
---	--

<hr/> <u>Minority Firm Name:</u>	<hr/> <u>MBE Certification Number</u>
----------------------------------	---------------------------------------

<hr/> <u>Work to be Performed/SIC</u>	
---------------------------------------	--

<hr/> <u>Percentage of Total Contract</u>	
---	--

USE ATTACHMENT G-2 CONTINUATION PAGE AS NEEDED

TOTAL MBE PARTICIPATION:	<hr/> %
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:	<hr/> %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	<hr/> %

Document Prepared By: (Please print or Type)

Name: _____ **Title:** _____

Attachment G-3
Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I state the following:

1. Bidder / Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBE's for these subcontract opportunities.
3. Bidder / Offeror made the following attempts to contract personally the solicited MBE's:
4. Bidder / Offeror assisted MBE's to fulfill or to seek waiver of bonding requirements (Describe Efforts).
 This project does not involve bonding requirements.
5. Bidder/Offeror did/did not attend the Pre-Proposal Conference.
 No pre-bid / proposal conference was held.

_____ By: _____
Bidder / Offeror Name

_____ Name, Title

_____ Date

Attachment G-4
Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract

in conjunction with Solicitation No. _____, it and _____,

MDOT Certification No. _____, intend to enter into a contract by which Subcontractor shall:
(describe work)

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of the Subcontractor:

Prime Contractor Signature

Subcontractor Signature

By: _____

By: _____

Name, Title

Name, Title

Date

Date

ATTACHMENT G-5
Baltimore City Community College
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were provided.	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:
---	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:																																						
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Unpaid:			\$ _____		
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2.																																							
3.																																							
Total Dollars Unpaid:																																							
\$ _____																																							

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

Daniel Coleman
Director of Procurement
Baltimore City Community College
2109 Liberty Heights Avenue
Baltimore, MD 21215

Signature: _____

Date: _____

(Required)

ATTACHMENT G-6

(i) Minority Business Enterprise
Participation

(ii) Subcontractor Paid/Unpaid MBE
Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were performed.	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	--

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:																															
Address:																															
City:	State: Maryland	ZIP:																													
Phone:	FAX:																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Date</u></th> <th style="text-align: left;"><u>Invoice Amt</u></th> <th style="text-align: left;"><u>Invoice #</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>	<u>Date</u>	<u>Invoice Amt</u>	<u>Invoice #</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Date</u></th> <th style="text-align: left;"><u>Invoice Amt</u></th> <th style="text-align: left;"><u>Invoice #</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>	<u>Date</u>	<u>Invoice Amt</u>	<u>Invoice #</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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1.																															
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3.																															
Total Dollars Unpaid: \$ _____																															
Prime Contractor:		Contact Person																													

****Return one copy (hard or electronic) of this form to the following address
(electronic copy with signature and date is preferred):**

Daniel Coleman
Director of Procurement
Baltimore City Community College
2910 Liberty Heights Avenue
Baltimore, MD 21215

Signature: _____

Date: _____
(Required)

APPENDIX H

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 28th day of February, 2017, by and between the BOARD OF TRUSTEES OF THE BALTIMORE CITY COMMUNITY COLLEGE, a public institution of higher education of the State of Maryland, (herein called the **Board**), and the HOLOCAUST MEMORIAL FUND OF BALTIMORE, a non-profit trust (herein called the **Fund**).

BACKGROUND

The Harbor Campus of the Baltimore City Community College (BCCC) is comprised of two parcels: Lot 1 containing 2.830 acres and Lot 2 containing 2.336 acres. The Maryland Education Code 16-505(e)(1-3)(ii)(1-3) provides that, subject to the approval of the Board of Public Works, the BCCC Board of Trustees may sell or lease any real property on the condition that the commercial potential of the Harbor Campus is developed to maximize revenue to the College without jeopardizing its educational mission. In 1999, the Board of Public Works approved a 50-year ground lease of Lot 1 at 600 East Pratt Street to Lockwood Associates for the mixed-use redevelopment of that site.

The Holocaust Memorial Park (Memorial) was established in 1979, when the Board leased 1.1 acres of Lot 2 to Baltimore City (City) to site the Memorial, and was achieved through an agreement among the Board, the Fund and the City dated May 9, 1979, entitled as the Holocaust Memorial Park Agreement (the "Agreement"). The term of the \$1 per year lease is 98 years and is renewable thereafter from term to term unless terminated by mutual consent. The remaining 1.2-acre portion of Lot 2 contains the 168,691 square foot Bard Building, which is in poor condition and has been decommissioned by BCCC. The Departments of General Services and Budget and Management, and Baltimore City recommended the demolition of the 43 year-old building.

On January 25, 2017, the Board of Public Works approved the demolition of the Bard Building and the change of use of Lot 2 whereby BCCC will seek a mixed use redevelopment of the site via a Request for Proposals (RFP) from the private development community. The portion of Lot 2 encumbered by the Memorial may be included in the RFP provided the following conditions of cooperation between the Board and the Fund can be achieved.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Background statement and promises and obligations set forth herein, and other good and valuable consideration, the Board and the Fund agree as follows:

1. Purpose and Scope:

- a. This MOU is to confirm terms on which the parties have agreed to include inclusion of the Memorial real property in the RFP process.
- b. This MOU further sets forth terms and condition under which the parties may reach agreement with a private development partner to achieve the specified requirements to relocate the Memorial.

2. Conditions of Cooperation in the RFP Process

- a. By executing this MOU, the Fund agrees to cooperate with the Board by including the Memorial portion of Lot 2 in the RFP process to seek a private partner to redevelop the entire Lot 2.
- b. It is agreed that while participating in the RFP process, neither party is required to accept any proposal resulting from the RFP.
- c. The Board reserves the right to consider a proposal for the 1.2-acre Bard portion of Lot 2 in the event the Fund withdraws from this MOU at any time during the RFP process.

3. Conditions for agreement by the Fund to relocate the Memorial

- a. The Memorial shall be relocated at no cost to the Fund.
- b. The relocation site shall be acceptable to both the Fund and the City.
- c. The new Memorial must meet the Fund's specifications, and is to include a genocide component as specified by the Fund.
- d. The Fund can elect to withdraw the Memorial site from inclusion in the RFP if the foregoing conditions 3a-c are not met, but said withdrawal shall not prevent the Board from developing the Bard portion of Lot 2, provided the Board follows the Clearinghouse guidelines set forth in MD20140211-0088.
- e. The City can assist in the acquisition of a relocation site, so long as there is no cost to the Fund for such participation.

4. Conditions for the Board to cooperate with the Fund

- a. The cost of relocation of the Memorial shall be borne by the Developer as set forth in the terms and conditions of an agreement to be negotiated between the Fund and the Developer selected through the RFP process (the "Developer").

b. The Board agrees to cooperate with the Fund in the negotiation of its agreement with the Developer to the extent required to achieve the termination of the City lease and such other reasonable conditions that the parties agree are necessary for the execution of an agreement with a Developer for redevelopment of the entire Lot

c. The Board will not cooperate if the relocation costs are in excess of the value of the current Memorial Site in a proposed development of Lot 2 and thereby adversely impact the value of the Bard Site and any proposed development of that portion of Lot 2 to BCCC;

d. The City can assist the parties in the acquisition of a relocation site for the Memorial, but, at no cost to the Board;

e. The Board can withdraw from this MOU if the relocation of the Memorial becomes detrimental to the proposed development of Lot 2 and its financial benefit to BCCC, but said withdrawal shall not prevent the Board from developing the Bard portion of Lot 2.

5. All decisions regarding the Memorial are subject to the "Committee" as defined in Article III of the Agreement.

General Provisions

a. The contact persons for this MOU shall be:

For the Board: Bryan Perry, Chief of Staff, Baltimore City Community College, 2901 Liberty Heights Avenue, Harper Hall, Suite 204, Baltimore, Maryland 21215

For the Fund: Howard Libit, Executive Director, Baltimore Jewish Council, 5750 Park Heights Avenue, Baltimore, Maryland 21215 and Mark Smolarz, CPA, CFO, The Associated: Jewish Community Federation of Baltimore, Associated Krieger Building, 101 West Mount Royal Avenue, Baltimore, Maryland 21201-5781

b. Either party to this MOU may upon seven (7) days' written notice to the other party terminate this MOU for convenience and without cause.

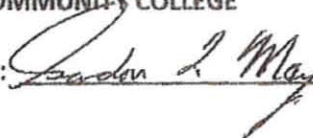
c. The Board and Fund each warrant and represent that they are authorized to enter into this MOU upon the terms and conditions set forth herein.

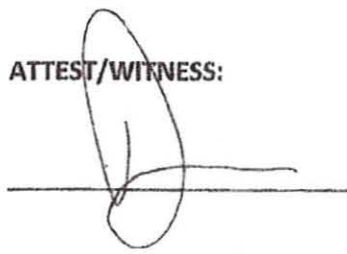
d. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one of the same instrument.

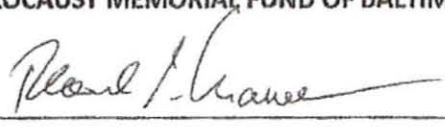
- e. Neither party may assign or transfer any rights under this MOU, without the express written approval of the other party.
- f. This instrument contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties.
- g. This MOU shall be interpreted and enforced according to the laws of the State of Maryland.
- h. Failure of either party to enforce any part of this MOU shall not be deemed a waiver thereof.
- i. Each person executing this MOU, whether on its own behalf of any organization hereby certifies that they have been duly authorized to execute this MOU on behalf of such organization.

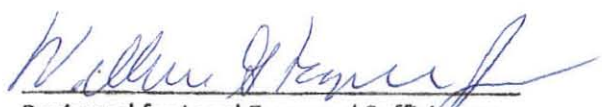
IN WITNESS WHEREOF, the parties have caused the Memorandum of Understanding to be executed as of the day and year first written above.

ATTEST/WITNESS:


BOARD OF TRUSTEES OF THE BALTIMORE CITY
 COMMUNITY COLLEGE
 By: 

ATTEST/WITNESS:


HOLOCAUST MEMORIAL FUND OF BALTIMORE
 By: 


Reviewed for Legal Form and Sufficiency
Assistant Attorney General

52502

JK

WILLIAM DONALD SCHAEFER, Mayor
OFFICE OF THE MAYOR · CITY OF BALTIMORE
250 City Hall, Baltimore, Maryland 21202, (301) 396-3100



In reply refer to: MO-100

May 4, 1979

md
cl
mt

The Honorable Board of Estimates
204 City Hall
Baltimore, Maryland 21202

Dear Sirs:

This is to request your Honorable Board to approve the Holocaust Memorial Park project and to approve and execute the Holocaust Memorial Park Agreement and Lease forwarded herewith.

The Baltimore Jewish Community Relations Council established a trust, Holocaust Memorial Fund of Baltimore, to provide for the design and construction of a significant monument in remembrance of the Holocaust in Baltimore City. This monument, Holocaust Memorial Park, would serve as a permanent memorial to the six million Jewish victims of the Nazi Holocaust, demonstrate continuing recognition of the fight for human rights, dignity and freedom for members of all racial and ethnic groups, educate the Baltimore community and visitors regarding the enormous impact of the Holocaust upon present and future generations, and provide a site for commemorative observances by all concerned groups.

The Board of Trustees of the Community College of Baltimore has approved the site of the Holocaust Memorial Park which is a part of the Harbor Campus of the College. The design has also been approved by the College and Charles Center-Inner Harbor Management. The entire project design and construction would be donated by Holocaust Memorial Fund at no cost to the City.

The Holocaust Memorial Park Agreement establishes the Holocaust Memorial Park and gives Holocaust Memorial Fund a right of entry onto the property of Community College of Baltimore to construct the project. Upon completion and approval of the project, title to the improvements passes to the College. On that date a Lease of the property and improvements from the College to the City commences, for a term of ninety-eight years automatically renewable. The City is given responsibility for maintenance, to which

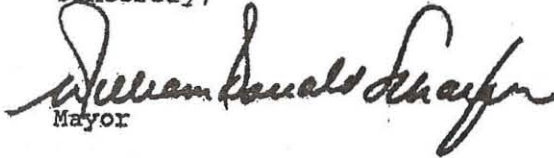


The Honorable Board of Estimates
May 4, 1979
Page 2

the Department of Recreation and Parks has agreed. The Agreement also establishes a Committee, composed of the President of the College, the Director of Recreation and Parks and the Chairman of the Board of the Fund, to approve permits for Park use and to supervise other future matters. Both the Agreement and Lease are subject to final approvals by relevant City agencies prior to commencement of construction.

We respectfully request your Honorable Board to approve and execute the attached Agreement and Lease.

Sincerely,

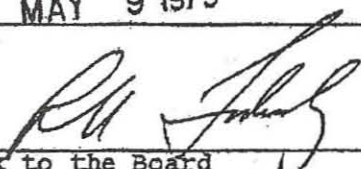


Mayor

Attachments

cc: Mrs. Floraine Applefeld

APPROVED BY THE BOARD OF ESTIMATES

DATE MAY 9 1979

Clerk to the Board

LEASE

THIS LEASE AGREEMENT, Made this day of ,
1979, by and between the BOARD OF TRUSTEES OF THE COMMUNITY
COLLEGE OF BALTIMORE, located in Baltimore City, hereinafter
called "Lessor", and MAYOR AND CITY COUNCIL OF BALTIMORE, a
municipal corporation of the State of Maryland, hereinafter
called "Lessee".

WITNESSETH, That the Lessor in consideration of the
rent hereinafter specified to be paid, and the performance of
the covenants herein set forth, hereby leases unto the Lessee,
the following property located in Baltimore City, State of
Maryland, comprising approximately 48, 280 square feet.

1. DESCRIPTION OF PROPERTY: See Description of a Portion
of Lot 2 of the Harbor Campus Community College of Baltimore
to be used for the Monument of the Holocaust, dated March 6,
1979, attached as Exhibit A and incorporated herein by reference.

2. USES: The said premises are to be used for the
purpose of preserving and maintaining the Holocaust Memorial
Park, hereinafter called "Park", and the memorial erected thereon.

3. TERM: The term of this Lease shall be for ninety-
eight (98) years and shall renew automatically from term to term,
unless terminated by mutual consent. Said term shall commence
upon the completion of the construction of the Park and memorial
by Holocaust Memorial Fund of Baltimore, hereinafter called
"Fund", or its contractors, agents and employees, and upon the
issuance of a Letter of Acceptance by the Lessee in accordance
with provisions set forth in the Holocaust Memorial Agreement
mentioned in Section 5 hereunder. In accordance with Section
8-110, Landlord and Tenant, Real Property Article, Annotated
Code of Maryland (1978 Cumulative Supplement), the reversion
is not redeemable. This statute shall be consulted prior to
an assignment contemplated in accordance with Section 10 here-
under by Lessor or Lessee.

4. RENT AND UTILITIES: The annual rent for said premises shall be One Dollar (\$1.00) if demanded in writing; payable in equal annual installments of One Dollar (\$1.00) in advance, on the first day of each full calendar year. As additional rent, Lessee shall pay all utility charges.

5. HOLOCAUST MEMORIAL PARK AGREEMENT: This Lease is subject to the provisions, terms and conditions set forth in the Holocaust Memorial Park Agreement by and among the Lessor, Lessee and the Fund, executed the same day as this Lease, and attached hereto. The Fund or its designated agent is thereby granted an immediate right of entry to make any plans and surveys and may begin construction of the Park and memorial and make improvements in the Park upon complying with the provisions set forth in this Lease and the Agreement mentioned herein. The Holocaust Memorial Park Committee, established by said Agreement, has certain rights and duties which obtain during the time period covered by this Lease.

6. OTHER LAWS, REGULATIONS, ETC.: At all times Fund and its contractors, servants, agents and employees shall comply with applicable provisions of local, State and federal laws, rules, and regulations. At all times the parties to this Lease are subject to the provisions of the Harbor Campus Renewal Plan, approved by the Mayor and City Council, July 6, 1971, as amended June 29, 1973.

7. MAINTENANCE: Lessee or its contractor shall be responsible for repairs to and maintenance of the Park and the memorial. Maintenance shall include reasonable litter removal, snow removal, fertilizing, grass cutting, reseeding, resodding, trimming and replacement of trees, and removal of graffiti and other forms of defacement.

It is agreed by the parties to this Lease that in the event that all or substantially all of the memorial is damaged, destroyed or deteriorated, negotiations between the parties to this Lease for repairs to or replacements of the memorial shall

be held by said parties within 30 days of the event, and notice of such negotiations shall be sent to Fund. The decision whether or not to repair or to replace the memorial shall be within the discretion of the Lessee and such decision shall be made within 60 days of the event.

Should Lessee elect not to repair or replace the memorial, Lessor may repair or replace same at Lessor's expense, provided such repairs and/or replacements are substantially in accord with the memorial as originally constructed; and further, provided notice of Lessor's election to proceed is given to Lessee and Fund within 60 days of Lessee's decision not to proceed.

However, in the event Lessor and Lessee shall elect not to repair or rebuild the memorial, Lessor and Lessee shall give prompt notice thereof to Fund, and Fund shall have the right to rebuild the memorial, subject to terms and conditions substantially the same as those contained in this Lease and the Holocaust Memorial Park Agreement and to obtaining written approval from Lessor and Lessee. If Fund does not exercise this right by written notice to Lessor and Lessee within one year from the date of their election not to repair or rebuild Lessee shall remove the remains of the memorial.

8. SIGNS; PLAQUES: Permission may be granted to Lessee to install on the demised premises additional signs or plaques of such color, size and style as shall be mutually agreed to by the parties to this Lease and approved by the Baltimore City Department of Housing and Community Development, hereinafter called "HCD"; provided that such additional signs and plaques do not obstruct existing ones or disturb the aesthetics of the monument.

9. INSURANCE: Provisions for Workmen's Compensation Insurance, Public Liability and Property Damage Insurance to be in effect during the period of construction are set forth in the Agreement mentioned in Section 5 of this Lease.

During the term of this Lease the City as Lessee is responsible for furnishing and keeping in full force and effect a policy of Public Liability and Property Damage Insurance naming the College as an additional insured. Such policy shall be in the amount of \$500,000 single-limit liability insurance.

The parties to this Lease shall determine whether there shall be any additional insurance on this property such as "fine arts insurance". A policy of insurance shall be maintained by the Lessee on the demised premises for fire and other perils of a physical nature, and extended coverage.

10. ASSIGNMENT OR SUBLETTING: Lessee shall not, without the prior written consent of Lessor first endorsed on the Lease, which consent shall not be unreasonably withheld, assign this Lease for the whole or any portion of the term, not underlet the whole or any part of said premises, and provided further that the Fund or its successor gives its written consent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, if the Fund or its successor is dissolved or fails to exist then such consent shall not be necessary. Any successor or successors must be designated in writing and notice of same sent to Lessor and Lessee.

11. COVENANTS BINDING ON SUCCESSORS AND ASSIGNS:
All rights and liabilities herein given to or imposed upon the parties hereto shall extend to their successors, and, so far as the same is assignable by the terms hereof, to the assigns of such party.

12. NOTICES: All notices required or permitted under the terms of this Lease to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties and addresses as follows:

(REPRESENTING LESSEE)

(a) Director
Department of Recreation and Parks
2500 Madison Avenue
Baltimore, Maryland 21217 (original)

(b) The Comptroller
City Hall
100 North Holliday Street
Baltimore, Maryland 21202 (copy)

(REPRESENTING LESSOR)

Chairman
Board of Trustees of the Community
College of Baltimore
2901 Liberty Heights Avenue
Baltimore, Maryland 21215

President and Secretary, Treasurer
Board of Trustees of the
Community College of Baltimore
2901 Liberty Heights Avenue
Baltimore, Maryland 21215

(REPRESENTING FUND)

Chairman of the Board
Holocaust Memorial Fund of Baltimore
319 West Monument Street
Baltimore, Maryland 21201

All notices shall be deemed to have been properly served only if sent by registered or certified mail to the persons at the addresses designated above (or to any other person at the address which either party may hereafter designate by written notice to the other party) and service of any such notice shall be considered as being made two (2) days after the date of mailing.

13. PAYMENT BY LESSEE: All payments of rent or monies required hereunder, with the exception of utility charges, to be paid by the Lessee to the Lessor shall be made to the Board of Trustees of the Community College of Baltimore, 2901 Liberty Heights Avenue, Baltimore, Maryland 21215 or to such other person and address that may be designated in writing by the Lessor and written notice thereof given to the Lessee.

14. SINGULAR AND PLURAL, and other terminology. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders, and all covenants and obligations of plural parties hereto shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written:

ATTEST/WITNESS

BOARD OF TRUSTEES OF THE
COMMUNITY COLLEGE OF BALTIMORE

J. J. [Signature]

By: *Charles G. Tildon, Jr.* (SEAL)
CHARLES G. TILDON, JR.
Chairman of the Board

BOARD OF TRUSTEES OF THE
COMMUNITY COLLEGE OF BALTIMORE

J. J. [Signature]

By: *Rafael L. Cortada* (SEAL)
RAFAEL L. CORTADA
Secretary, Treasurer of
Board and President of
College.

MAYOR AND CITY COUNCIL
OF BALTIMORE

By: *William Donald Schaefer* (SEAL)
WILLIAM DONALD SCHAEFER
Mayor

Lawrence B. Daley
LAWRENCE B. DALEY
Custodian of the City Seal

STATE OF MARYLAND, CITY OF BALTIMORE, to Wit:

I HEREBY CERTIFY THAT ON THIS 30th day of April 1979, before me, the Subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Charles G. Tildon, Jr., Chairman of the Board of Trustees of the Community College of Baltimore and Rafael L. Cortada, Secretary, Treasurer of the Board of Trustees and President of the Community College of Baltimore, and being so authorized they acknowledged the foregoing Lease Agreement to be the act and deed of said Board of Trustees of the Community College of Baltimore and in my presence signed the same.

WITNESS my hand and Notarial Seal.

Lee P. Dickens
Notary Public
My Commission expires the 1st day
of July, 1982.

STATE OF MARYLAND, CITY OF BALTIMORE, TO Wit:

I HEREBY CERTIFY THAT ON THIS 9 day of May, 1979, before me, the Subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William Donald Schaefer, Mayor, and he acknowledged the foregoing Lease Agreement to be the act and deed of said Mayor and City Council of Baltimore and in my presence signed the same.

WITNESS my hand and Notarial Seal.

Mabel Baker
Notary Public
My Commission expires the 1st
day of July, 1982.

APPROVED:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: M. J. Brodie
M. J. BRODIE, Commissioner

DEPARTMENT OF RECREATION & PARKS

By: Douglas S. Tawney
DOUGLAS S. TAWNEY, Director

THE HOLOCAUST MEMORIAL FUND OF
BALTIMORE

By: Richard P. Manekin
RICHARD P. MANEKIN, Chairman
of the Board

Approved as to form and legal sufficiency
this 3 day of May, 1979.

Amerose T. Hartman
AMEROSE T. HARTMAN
Deputy City Solicitor

William Hoffman
WILLIAM HOFFMAN
Chief Solicitor

APPROVED BY BOARD OF ESTIMATES
this 9 day of MAY, 1979.

Richard A. Lidinsky
RICHARD A. LIDINSKY
Clerk

Page 7 of a Lease between Community College of Baltimore and Mayor and City Council of Baltimore for Holocaust Memorial Park.

EXHIBIT A

DESCRIPTION OF A PORTION OF LOT 2 OF THE HARBOR CAMPUS COMMUNITY COLLEGE OF BALTIMORE
TO BE USED FOR THE MONUMENT OF THE HOLOCAUST

Beginning for the same at the point formed by the intersection of the east side of Gay Street, as now laid out 66 feet wide, and the south side of Water Street, as now laid out 49.50 feet wide, and running thence binding on the south side of said Water Street the two following courses and distances; namely, North $86^{\circ}-33'-10''$ East 165.83 feet and North $86^{\circ}-23'-56''$ East 49.50 feet to intersect the east side of the former bed of Frederick Street, 49.50 feet wide, as condemned and closed; thence binding on the east side of the former bed of said Frederick Street, South $03^{\circ}-59'-50''$ East 224.38 feet to intersect the north side of Lombard Street as widened on the north side thereof from its former width of 66 feet to a varying width; thence binding on the north side of said Lombard Street the four following courses and distances; namely, by a line curving to the left with a radius of 2410.00 feet the distance of 48.83 feet which arc is subtended by a chord bearing South $87^{\circ}-33'-19.5''$ West 48.82 feet, South $86^{\circ}-58'-30''$ West 108.34 feet, by a line curving to the left with a radius of 214.86 feet the distance of 53.57 feet which arc is subtended by a chord bearing South $79^{\circ}-48'-58.5''$ West 53.43 feet and by a line curving to the right with a radius of 7.50 feet the distance of 6.34 feet which arc is subtended by a chord bearing North $83^{\circ}-06'-10''$ West 6.15 feet to intersect the east side of said Gay Street and thence binding on the east side of said Gay Street, North $03^{\circ}-45'-20''$ West 227.74 feet to the place of beginning.

Containing 48,290.93 square feet or 1.1084 acres of land, more or less.

Subject to a 49.50 foot easement for Municipal Utilities and Services through the aforesaid parcel of land and more particularly described as follows:

Beginning for the same at a point on the south side of Water Street, as now laid out 49.50 feet wide, distant North $86^{\circ}-33'-10''$ East 165.83 feet measured along the south side of said Water Street from the east side of Gay Street, as now laid out 66 feet wide, said point of beginning being the northwest corner of the former bed of Frederick Street, 49.50 feet wide, as condemned and closed, and running thence binding on the south side of said Water Street, North $86^{\circ}-23'-56''$ East 49.50 feet to intersect the east side of the former bed of said Frederick Street; thence binding on the east side of the former bed of said Frederick Street, South $03^{\circ}-59'-50''$ East 224.38 feet to intersect the north side of Lombard Street as widened on the north side thereof from its former width of 66 feet to

a varying width; thence binding on the north side of said Lombard Street, the two following courses and distances; namely, by a line curving to the left with a radius of 2410.00 feet the distance of 48.83 feet which arc is subtended by a chord bearing South 87°-33'-19.5" West 48.82 feet and South 86°-58'-30" West 0.69 feet to intersect the west side of the former bed of said Frederick Street and thence binding on the west side of the former bed of said Frederick Street, North 03°-59'-50" West 223.39 feet to the place of beginning.

Containing 11,078.39 square feet or 0.2543 acre, of land, more or less.

All courses and distances in the above descriptions are referred to the true meridian as adopted by the Baltimore Survey Control System.

3/6/79

Page 2 of Exhibit A of Lease for Holocaust Memorial Park.

HOLOCAUST MEMORIAL PARK AGREEMENT

THIS AGREEMENT is made this _____ day of MAY 9 1979, 1979, by and among the BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE OF BALTIMORE, hereinafter called "Board", HOLOCAUST MEMORIAL FUND OF BALTIMORE, a non-profit trust, hereinafter called "Fund", and MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland, hereinafter called "City".

WHEREAS, the Board is desirous of educating the populace to the dangers of suppressing freedoms and allowing tyrannical governments to reign; to the consequences that have occurred from suppression of freedoms through the manipulation of education; and to the importance of preserving our freedoms by maintaining open education for all; and

WHEREAS, the City is desirous of assuring a significant remembrance of the Holocaust by establishing a permanent memorial to its victims; and

WHEREAS, the Baltimore Jewish community with this same goal has formed the Holocaust Memorial Fund of Baltimore to raise funds and provide the design, construction and installation of an appropriate Holocaust memorial;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that for and in consideration of the mutual covenants between the parties hereto, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I. HOLOCAUST MEMORIAL PARK

1. There is hereby established the Holocaust Memorial Park, hereinafter called "Park", which project includes improvements to real property and a memorial erected thereon, and which is to be designed, constructed and installed by the Fund at its sole expense. Said Park is to be located upon premises of the Board at its Harbor Campus and will be leased by the Board

of Housing and Community Development, hereinafter called "HCD" (Architectural Review Board of Charles Center -- Inner Harbor Management, Inc., October 13, 1978). The Fund agrees to obtain all required approvals of pertinent City agencies and to assure such compliance by its contractors. In any event this Agreement is entirely subject to Fund obtaining final approval of the final plans and specifications by HCD, Board, and City Departments of Recreation and Parks and Public Works.

4. All design, site work, construction and installation are to be done promptly and in good workmanlike manner at the sole expense of the Fund and at no cost to the Board or City.

5. Prior to commencement of construction Fund shall provide to Board a dual-obligee performance bond in the amount of \$200,000 and a payment bond in the amount of \$200,000.

6. During the course of construction and until final acceptance by the City, Fund and/or its contractors shall:

a. Provide adequate security for the protection of persons and property, materials and equipment at the Park.

b. Secure and maintain in force the following insurance;

(1) Workmen's Compensation insurance in accordance with provisions of Article 101 of the Annotated Code of Maryland. The policy of insurance shall be furnished to Board.

(2) Public Liability and Property Damage insurance issued by a company qualified to do business in Maryland that will protect it and the Board and City from any claims for personal injury and death and for damages to any property, which may arise out of or in connection with its operations under this Agreement, whether such operations be by the Fund, its contractors, or by

7. The Fund agrees to complete the project as provided herein within one year from the date of this Agreement, and covenants to pursue construction diligently once construction is begun until its completion. In the event that work shall stop for any reason not beyond the control of Fund for a period of fifteen consecutive days, Board and/or City shall have the right to terminate this Agreement.

8. The contracts entered into between Fund and its Architect and Contractor shall be in assignable form. In the event of non-completion of said contracts, Board at its sole option may, but is not required, to take assignment of the contract.

9. The Fund shall not become dissolved nor otherwise discontinue its existence without designating a successor satisfactory to Board and City to undertake the duties set forth in this Agreement.

10. Fund agrees to comply with any and all terms and conditions of loan instruments applicable to the project.

11. Upon completion of the project and prior to final acceptance by the City, Fund shall present information satisfactory to the Comptroller of the City of Baltimore showing the payment of all bills and expenses for the construction of said project.

12. Final acceptance by the City shall be indicated by the issuance of a Letter of Acceptance by the City, acting by and through HCD, upon completion by the Fund of all improvements to the Park and fulfillment of any and all obligations required by this Agreement.

13. Upon issuance of the Letter of Acceptance by the City all title to and interest in the Holocaust Memorial Park fixtures shall immediately vest in the Board, and the Fund shall have no interest in same except as set forth in Article III hereunder.

those uses which, in the best judgment of the Committee, are in conformance with the purposes for which the Park is established and will have no substantial detrimental effect upon the public health, safety and welfare. For reasonable cause the Committee may refuse a permit request or indicate alternative sites. It is understood that a right to casual use is retained by students, faculty and staff of the Community College of Baltimore.

4. All action of the Committee shall require at least two-thirds approval.

ARTICLE IV. APPLICABILITY OF OTHER PLANS, REGULATIONS AND LAWS

1. Everything in this Agreement is subject to the Harbor Campus Renewal Plan, approved by the Mayor and City Council, July 5, 1971, as amended June 29, 1973, and to all applicable local, State and federal rules, regulations and laws.

ARTICLE V. NOTICES AND APPLICATIONS

1. All notices and applications required or permitted under terms of this Agreement shall be furnished to the following parties at the designated addresses:

Director
Department of Recreation & Parks
2600 Madison Avenue
Baltimore, Maryland 21217

President
Community College of Baltimore
2901 Liberty Heights Avenue
Baltimore, Maryland 21215

Chairman of the Board
Holocaust Memorial Fund of Baltimore
319 W. Monument Street
Baltimore, Maryland 21201

QUITCLAIM DEED

December 31

THIS QUITCLAIM DEED, dated December 31, 1990, from THE BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE OF BALTIMORE, Grantor, to THE BOARD OF TRUSTEES OF THE NEW COMMUNITY COLLEGE OF BALTIMORE, Grantee.

The Grantor, for a consideration of One Dollar (\$1.00), grants, conveys, releases, assigns and quitclaims to the Grantee, its successors and assigns, all of the Grantor's right, title, interest and estate in those lots of ground and those air rights located in Baltimore City, Maryland, and described in Exhibit A attached hereto as a part hereof.

The property and air rights described in Exhibit A are conveyed subject to (1) easements within Lot 1 and Lot 2 which have been reserved by the Mayor and City Council of Baltimore (the "City"), a municipal corporation of the State of Maryland, in the Title Deed (as defined below) for use by its agents, employees, and assignees and the holder of any right or franchise granted by the City for the purposes of constructing, reconstructing, maintaining, enlarging, repairing, or servicing any and all utilities, within the areas described in Exhibit B attached hereto as a part hereof, (2) an easement reserved in the Title Deed by the City within Lot 1, for landscaping and use by pedestrians within the area described in Exhibit C attached hereto as a part hereof, and (3) the Lease Agreement dated April 30, 1979 between the Grantor and the City for the purpose of maintaining the Holocaust Memorial Park.

BEING the same lots of ground, air rights and easements described in a Deed dated April 30, 1975, and recorded among the Land Records of Baltimore City in Liber 3230, folio 284, from the Mayor and City Council of Baltimore to the within Grantor ("Title Deed").

All taxes for which assessments have been received have been paid as of this date
August 23, 1991
Director of Finance of Baltimore City by
[Signature]

84511

TRANSFER TAX NOT REQUIRED
WILLIAM R. BROWN, JR.
DIRECTOR OF FINANCE
PER [Signature]
AUTHORIZED SIGNATURE

BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 2942, p. 0364, MSA_CE164_2942. Date available 02/24/2005. Printed 10/01/2016.

5 cc
3484

Together with all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

The Grantee covenants that if the New Community College of Baltimore or its successor is not continued in operation primarily as a public institution of higher education, the governing body of the institution shall convey the property and air rights described herein to the City, together with any improvements thereon.

WITNESS the hand and seal of the Grantor and the Grantee.

WITNESS/ATTEST:

THE BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE OF BALTIMORE

[Handwritten Signature]

By: [Handwritten Signature] (SEAL)

THE BOARD OF TRUSTEES OF THE NEW COMMUNITY COLLEGE OF BALTIMORE

Joi Y. Carter

By: Marion W. Pines (SEAL)

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 20th day of AUGUST, 1990, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MARION W PINES, who acknowledged himself to be the President of The Board of Trustees of the Community College of Baltimore ("CCB") and that she, as such officer, being authorized so to do, executed the foregoing Quitclaim Deed for the purposes therein contained by signing the name of CCB by himself as such officer.

AS WITNESS, my hand and notarial seal.

[Handwritten Signature]
Notary Public

My Commission Expires: July 1, 1993



BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 2942, p. 0365, MSA_CE164_2942. Date available 02/24/2005. Printed 10/01/2016.

EXHIBIT A

1384
1383

BEGINNING for Lot 1, at the point formed by the intersection of the south side of Lombard Street, as widened on the north side thereof from its former width of 66 feet to a varying width and the west side of Market Place, as now laid out 150 feet wide, and running thence binding on said west side of Market Place, South $04^{\circ}-03'-55''$ East 325.45 feet to the north side of Pratt Street, 801 feet wide, as shown on a plat dated November 22, 1972 as revised through May 4, 1973, entitled "Department of Housing and Community Development-Harbor Campus Community College of Baltimore Final Subdivision Plan", said plat being recorded among the Land Records of Baltimore City in Plat Pocket Folder R.H.B. No. 2409; thence binding on said north side of Pratt Street, South $87^{\circ}-22'-45''$ West 453.59 feet to intersect the east side of Gay Street, varying in width; thence binding on said east side of Gay Street, North $03^{\circ}-33'-50''$ West 221.18 feet to intersect the north side of the former bed of Warehouse Alley, 20 feet wide, as condemned and closed; thence binding on the north side of the former bed of said Warehouse Alley, North $86^{\circ}-58'-30''$ East 168.76 feet to intersect the west side of Frederick Street, as now laid out 49.50 feet wide; thence binding on said west side of Frederick Street, South $03^{\circ}-53'-30''$ East 20.00 feet to intersect the south side of the former bed of said Warehouse Alley; thence binding on the line of the south side of the former bed of said Warehouse Alley if projected easterly and on the southernmost extremity of said Frederick Street, North $86^{\circ}-58'-30''$ East 49.50 feet to the east side of said Frederick Street; thence binding on said east side of Frederick Street, North $03^{\circ}-53'-30''$ West 119.98 feet to intersect the south side of said Lombard Street and thence binding on the south side of said Lombard Street, North $86^{\circ}-43'-00''$ East 233.00 feet to the place of beginning.

Containing 123,256.70 square feet or 2.8296 acres of land, more or less.

1373
1372

BEGINNING for Lot 2, at the point formed by the intersection of the south side of Water Street, as now laid out 49.50 feet wide, and the west side of Market Place, as now laid out 150 feet wide, and running thence binding on said west side of Market Place, South $04^{\circ}-10'-20''$ East 230.40 feet to intersect the northwest side of Lombard Street as widened on the north side thereof, from its former width of 66 feet to a varying width; thence by a line curving to the right with a radius of 10.00 feet the distance of 9.21 feet which arc is subtended by a chord bearing South $60^{\circ}-37'-52''$ West 8.89 feet; thence continuing to bind on the north side of said Lombard Street the five following courses and distances; namely, by a line curving to the right with a radius of 2390.00 feet the distance of 135.69 feet which arc is subtended by a chord bearing South $88^{\circ}-38'-11''$ West 135.66 feet, by a line curving to the left with a radius of 2410.00 feet the distance of 138.29 feet which arc

BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 2942, p. 0366, MSA_CE164_2942. Date available 02/24/2005. Printed 10/01/2016.

is subtended by a chord bearing South $88^{\circ}-37'-08''$ West 138.27 feet, South $86^{\circ}-58'-30''$ West 108.34 feet, by a line curving to the left with a radius of 214.86 feet the distance of 53.57 feet which arc is subtended by a chord bearing South $79^{\circ}-49'-58.5''$ West 53.43 feet and by a line curving to the right with a radius of 7.50 feet the distance of 6.34 feet which arc is subtended by a chord bearing North $83^{\circ}-06'-10''$ West 6.15 feet to intersect the east side of Gay Street, as now laid out 66 feet wide; thence binding on said east side of Gay Street, North $03^{\circ}-45'-20''$ West 227.74 feet to the south side of said Water Street and thence binding on said south side of Water Street the three following courses and distances; namely, North $86^{\circ}-33'-10''$ East 165.83 feet, North $86^{\circ}-23'-56''$ East 49.50 feet and North $86^{\circ}-20'-50''$ East 232.17 feet to the place of beginning.

Containing 101,750.53 square feet or 2.3359 acres of land, more or less.

AIR RIGHTS OVER A PORTION OF THE BED OF LOMBARD STREET

BEGINNING for Lot 3, at a point on the south side of Lombard Street, as widened on the north side thereof from its former width of 66 feet to a varying width, distant 108.38 feet westerly measured along said south side of Lombard Street from the west side of Market Place, as now laid out 150 feet wide, and at a horizontal plane having an elevation of 25.05 feet and extending to a maximum elevation of unlimited height, and running thence binding on said south side of Lombard Street, South $86^{\circ}-43'-00''$ West 15.00 feet; thence North $03^{\circ}-59'-50''$ West 86.51 feet to the north side of said Lombard Street; thence binding on said north side of Lombard Street by a line curving to the left with a radius of 2390.00 feet the distance of 15.03 feet which arc is subtended by a chord bearing North $89^{\circ}-35'-51.5''$ East 15.02 feet to intersect a line drawn parallel with and distant 15.00 feet easterly measured at right angles, from the second line of this description and thence binding on said line so drawn, South $03^{\circ}-59'-50''$ East 85.75 feet to the place of beginning.

Containing 1291.95 square feet or 0.0297 acre of land, more or less.

The elevations in the above descriptions are all referred to mean low tide as adopted by the Baltimore Survey Control System.

BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 2942, p. 0367, MSA_CE164_2942. Date available 02/24/2005. Printed 10/01/2016.

EXHIBIT B

1383
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BEGINNING for the same at the point formed by the intersection of the west side of Frederick Street, as now laid out 49.50 feet wide, and the south side of the former bed of Warehouse Alley, 20 feet wide, as condemned and closed, said point of beginning being the southwest corner of said Frederick Street, and running thence binding on the line of the south side of the former bed of said Warehouse Alley if projected easterly and on the southernmost extremity of said Frederick Street, North $86^{\circ}-58'-30''$ East 49.50 feet to the east side of said Frederick Street; thence binding in part on the east side of the former bed of Frederick Street, 49.50 feet wide, as condemned and closed, in part on the line of the east side of the former bed of said Frederick Street if projected southerly and in all, South $03^{\circ}-53'-30''$ East 202.74 feet to intersect the north side of Pratt Street, 101 feet wide, as shown on a plat dated November 22, 1972 as revised through May 4, 1973 entitled "Department of Housing and Community Development-Harbor Campus Community College of Baltimore Final Subdivision Plan", said plat being recorded among the Land Records of Baltimore City in Plat Pocket Folder R.H.B. No. 2409; thence binding on said north side of Pratt Street, South $87^{\circ}-22'-45''$ West 49.51 feet to intersect the line of the west side of the former bed of said Frederick Street if projected southerly and thence binding in part reversely on last said line so projected, in part on said west side of the former bed of Frederick Street and in all, North $03^{\circ}-53'-30''$ West 202.39 feet to the place of beginning.

1373
1372

BEGINNING for the same at a point on the south side of Water Street, as now laid out 49.50 feet wide, distant 232.17 feet westerly measured along said south side of Water Street from the west side of Market Place, as now laid out 150 feet wide, said point of beginning being the northeast corner of the former bed of Frederick Street, 49.50 feet wide, as condemned and closed, and running thence binding on the east side of the former bed of said Frederick Street, South $03^{\circ}-59'-50''$ East 224.38 feet to intersect the north side of Lombard Street as widened on the north side thereof from its former width of 66 feet to a varying width; thence binding on said north side of Lombard Street the two following courses and distances; namely, by a line curving to the left with a radius of 2410.00 feet the distance of 48.83 feet which arc is subtended by a chord bearing South $87^{\circ}-33'-19.5''$ West 48.82 feet and South $86^{\circ}-58'-30''$ West 0.69 feet to intersect the west side of the former bed of said Frederick Street; thence binding on said west side of the former bed of Frederick Street, North $03^{\circ}-59'-50''$ West 223.39 feet to intersect the south side of Water Street and thence binding on said south side of Water Street, North $86^{\circ}-23'-56''$ East 49.50 feet to the place of beginning.

EXHIBIT C

BEGINNING for the same at the point formed by the intersection of the west side of Market Place, as now laid out 150 feet wide, and the north side of Pratt Street; 101 feet wide, as shown on a plat dated November 22, 1972- as revised through May 4, 1973 entitled "Department of Housing and Community Development-Harbor Campus Community College of Baltimore Final Subdivision Plan", said plat being recorded among the Land Records of Baltimore City in Plat Pocket Folder R.H.B. No. 2409; and running thence bigging on the north side of said Pratt Street, South 87°-22'-45" West 453.59 feet to intersect the east side of Gay Street, varying in width; thence binding on said east side of Gay Street, North 03°-33'-50" West 70.01 feet to intersect a line drawn parallel with and distant 70.00 feet northerly, measured at right angles, from the first line of this description; thence binding on said line so drawn, North 87°-22'-45" East 452.98 feet to intersect the west side of said Market Place and thence binding on said west side of Market Place, South 04°-03'-55" East 70.02 feet to the place of beginning.

All courses and distances in the above descriptions are referred to the true meridian as adopted by the Baltimore Survey Control System.

All references to streets and alleys are for the purpose of description only and are not to effect a dedication.

✓ 1384
1383

BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 2942, p. 0369, MSA_CE164_2942. Date available 02/24/2005. Printed 10/01/2016.

is subtended by a chord bearing South $88^{\circ}-37'-08''$ West 138.27 feet, South $86^{\circ}-58'-30''$ West 108.34 feet, by a line curving to the left with a radius of 214.86 feet the distance of 53.57 feet which arc is subtended by a chord bearing South $79^{\circ}-49'-58.5''$ West 53.43 feet and by a line curving to the right with a radius of 7.50 feet the distance of 6.34 feet which arc is subtended by a chord bearing North $83^{\circ}-06'-10''$ West 6.15 feet to intersect the east side of Gay Street, as now laid out 66 feet wide; thence binding on said east side of Gay Street, North $03^{\circ}-45'-20''$ West 227.74 feet to the south side of said Water Street and thence binding on said south side of Water Street the three following courses and distances; namely, North $86^{\circ}-33'-10''$ East 165.83 feet, North $86^{\circ}-23'-56''$ East 49.50 feet and North $86^{\circ}-20'-50''$ East 232.17 feet to the place of beginning.

Containing 101,750.53 square feet or 2.3359 acres of land, more or less.

AIR RIGHTS OVER A PORTION OF THE BED OF LOMBARD STREET

BEGINNING for Lot 3, at a point on the south side of Lombard Street, as widened on the north side thereof from its former width of 66 feet to a varying width, distant 108.38 feet westerly measured along said south side of Lombard Street from the west side of Market Place, as now laid out 150 feet wide, and at a horizontal plane having an elevation of 25.05 feet and extending to a maximum elevation of unlimited height, and running thence binding on said south side of Lombard Street, South $86^{\circ}-43'-00''$ West 15.00 feet; thence North $03^{\circ}-59'-50''$ West 86.51 feet to the north side of said Lombard Street; thence binding on said north side of Lombard Street by a line curving to the left with a radius of 2390.00 feet the distance of 15.03 feet which arc is subtended by a chord bearing North $89^{\circ}-35'-51.5''$ East 15.02 feet to intersect a line drawn parallel with and distant 15.00 feet easterly measured at right angles, from the second line of this description and thence binding on said line so drawn, South $03^{\circ}-59'-50''$ East 85.75 feet to the place of beginning.

Containing 1291.95 square feet or 0.0297 acre of land, more or less.

The elevations in the above descriptions are all referred to mean low tide as adopted by the Baltimore Survey Control System.

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QUITCLAIM DEED

FROM

THE BOARD OF TRUSTEES OF THE COMMUNITY
COLLEGE OF BALTIMORE

TO

THE BOARD OF TRUSTEES OF THE NEW
COMMUNITY COLLEGE OF BALTIMORE

000133

4 Blacks

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BALTIMORE CITY AND EXAMINED.
PER

CLERK

BAUDREZ

THE FOUNTAINHEAD TITLE GROUP
1526 York Road
Lutherville, Maryland 21093
File No. 91-4-8

RECORDED & INDEXED
SEP 10 1991