

City of Crisfield

319 W. Main Street

Crisfield, Maryland 21817

REQUEST FOR PROPOSALS

DISPOSITION AND DEVELOPMENT OF CARVEL HALL PROPERTY

City of Crisfield

Request for Proposal #2016-A

ISSUE DATE:

Friday, December 16, 2016

PROPOSALS MUST BE RECEIVED BY:

Friday, January 27, 2017 before 4:00 p.m.

DELIVER PROPOSALS TO:

City of Crisfield

c/o Rick Pollitt, City Manager

319 W. Main Street

Crisfield, Maryland 21817

ADVERTISEMENT

CITY OF CRISFIELD

DISPOSITION AND DEVELOPMENT OF CARVEL HALL PROPERTY

Request for Proposal #2016-A (“RFP”)

The City of Crisfield is seeking offers from creative industrial or manufacturing firms to lease or purchase and redevelop the property, located at 4251 Crisfield Highway, Crisfield, 21817 (hereinafter referred to as the “Carvel Hall Property”) into a vibrant industrial and/or manufacturing center.

This RFP may be obtained from the City of Crisfield website, <http://www.cityofcrisfield-md.gov> and at the offices of City Hall located at 319 W. Main Street, Crisfield, Maryland 21817. Proposal documents are due at the offices of City Hall, located at the above referenced address, on or before January 27, 2017 at 4:00 p.m., at which time and place the proposal documents will be publicly opened and only the names of Proposers read aloud.

Contact person for questions regarding this RFP is: **City Manager Rick Pollitt**

Email: rpollitt@crisfieldcityhall.com

Phone: **410-968-1333**

SECTION 1: PROJECT OVERVIEW

1.1 General Intent

- a. The City of Crisfield (hereinafter referred to as the “City”), through this RFP, seeks a highly qualified and creative industrial or manufacturing firm to lease or purchase and transform the Carvel Hall Property into a vibrant industrial and/or manufacturing center, in accordance with the terms of this RFP and all applicable federal, state and local laws and regulations. It is the intent of the City to receive Proposals that will lead to the redevelopment of the Carvel Hall Property and, specifically, creation of jobs for the citizens of the City and surrounding areas. The completed project will provide the creation of an industrial business in the City, enhancing the economic and employment opportunities for the City and its citizens.
 - i. At the August 3, 2016 Mayor and Council Meeting, the City declared the Carvel Hall Property as surplus property. The award of the Carvel Hall Property is conditioned upon the submission of a Proposal in response to this RFP. The Mayor and Council will award the Carvel Hall Property to the Proposer who submits a Proposal determined to be most responsive to this RFP, which such determination shall be made in the sole discretion of the Mayor and Council.
- b. All Proposals submitted must conform to the Proposal Requirements listed in Section 2 hereof.
- c. Any person or entity which submits a Proposal in response to this RFP is hereinafter referred to as “Proposer”. The firm or individual that is awarded a contract of sale or lease of the Carvel Hall Property for its redevelopment as an industrial and/or

manufacturing center, under this RFP, is herein referred to as the “Firm” or “Developer”. The words Proposer, Firm, Developer and Contractor may be used interchangeably in this RFP.

1.2 Site Description and Zoning

- a. The Carvel Hall Property is located at 4251 Crisfield Highway, lying on the Southeast side of Route 413 and is identified in the Tax Records of the State of Maryland as Map 64 and Parcel 554. The Carvel Hall Property is subject to heavy traffic volumes on Rt. 413, allowing for good exposure as well as quick and easy vehicular access to the commercial centers located in Crisfield and surrounding areas. The Carvel Hall Property contains approximately 23.355 acres and is located within the municipal limits of the City of Crisfield. The Carvel Hall Property is improved by a one-story building containing 70,000 +/- square feet of floor area.
- b. The Carvel Hall Property is publicly owned. Upon a ratified contract of sale or lease of the Carvel Hall Property resulting from this RFP, the City of Crisfield will provide the selected Proposer with contact information for any applicable state and/or federal agency as an entry point to state and/or federal programs and services for funding opportunities.
- c. The Carvel Hall Property is zoned as I-1, Light Industrial, no residential uses are allowed by the Crisfield City Zoning Ordinance. The I-1 Zoning District “provides for certain manufacturing processing and warehousing activities as well as certain limited retail activities associated with the primary use.”
- d. The I-1 zoning code permits a wide range of potential uses. Any construction of a building or buildings, or improvements to the existing building located at the Carvel Hall Property is governed by all applicable zoning regulations and building codes enacted and/or promulgated by the City of Crisfield, as well as all applicable rules and regulations of the Chesapeake Bay Critical Area Program.
- e. The City makes no representations, guaranty, or warranty concerning any site conditions with respect to the Carvel Hall Property. The Carvel Hall Property is being offered by the City for sale or lease in an “**AS IS, WHERE IS**” condition.

1.3 Summary of the Carvel Hall Property

Name:	The Carvel Hall Property (4251 Crisfield Hwy, Crisfield, MD 21817)
Tax I.D.'s:	Map 65, Grid 23, Parcel 554
Ownership:	City of Crisfield
Location:	Lying on the Southeast side of Route 413, leading from Hopewell to Crisfield.
Current Use:	Used by the City as a materials storage yard and by the Crisfield Police Department for vehicle storage.
Zoning:	I-1, Light Industrial
Gross Acreage:	23.355 acres
Tax Assessment Value:	\$412,200 (as of 2016)

1.4 **Objectives for the Redevelopment of the Carvel Hall Property**

- a. The City is interested in receiving Proposals that would lead to the redevelopment of the Carvel Hall Property as an industrial and/or manufacturing center, creating new jobs and benefiting the economic development of the City. Proposers should strive to ensure that the completed redevelopment of the Carvel Hall Property is coordinated and complies with all applicable federal, state and local land-use laws. [For purposes of this project the City desires:](#)
 - i. An industrial project which meets the objectives of the City to revitalize the Carvel Hall Property as a center of industrial and/or manufacturing processing and commerce, and creates new jobs and supports and advances the City's economic development and sustainability. [An industrial project which increases the City's property tax base and develops a lasting revenue stream.](#) ~~Specifically, this project must provide at least ten (10) new jobs within twelve (12) months from the date of closing on the sale of the Carvel Hall Property occurs, or within twelve (12) months from the date a lease agreement is executed by and between the City and the selected Proposer for the lease of the Carvel Hall Property. Furthermore, this project must provide at least twenty five (25) new jobs within five (5) years from the said sale or lease of the Carvel Hall Property by the City to the selected Proposer. In evaluating the Proposals received in response to this RFP, the City will weigh a Proposer's plan for creating new jobs within the first twelve (12) months following the sale or lease of the Carvel Hall Property and in the years following the redevelopment of the Carvel Hall Property. Proposals should provide an estimate of the number of new jobs created within the first twelve (12) months following the sale or lease of the Carvel Hall Property and an estimate of the total number of new jobs created by the Proposer's plan for redevelopment of the Carvel Hall property.; and,~~
 - ii. ~~An industrial project which increases the City's property tax base and develops a lasting revenue stream.~~

1.5 **Scope of Work**

- a. Prepare detailed project cost estimates, breaking out each component of the plan.
- b. Prepare a final design and all necessary plans as required by the City, incorporating the required components as specified herein and in conjunction with input from the City.
- c. Obtain all required approvals from the City and its agencies, including the Office of the Building Inspector and, if necessary and appropriate, the City Planning Commission and/or City Board of Zoning Appeals, as well any necessary and appropriate approval from the Chesapeake Bay Critical Area Commission.
- d. Costs for such approvals, including but not limited to licenses, permits, zoning appeals, inspection fees, engineering and environmental studies, appraisals, surveys and legal descriptions shall be borne solely by the selected Proposer.

- e. Commence construction of the approved plan for the redevelopment of the Carvel Hall property as an industrial and/or manufacturing center within three (3) months of closing on the sale of the Carvel Hall Property or, alternatively, the execution of a lease agreement for the lease of the Carvel Hall Property. The City expects completion of all construction and full operational ability within one (1) year after commencement of said construction, subject to extension or modification as agreed to by the City in writing.
- f. The City reserves the right to amend or waive any of the above Scope of Work requirements to accommodate a Proposer, provided that any such amendment or waiver is deemed to be in the best interests of the City.

SECTION 2: PROPOSAL REQUIREMENTS

2.1 General Submittal Information

- a. Before submitting a Proposal, a Proposer shall become fully informed as to the extent and character of the work required for the redevelopment of the Carvel Hall Property in accordance with this RFP, and all Proposers are expected to completely familiarize themselves with the requirements of this RFP and any and all applicable laws and regulations. Failure to do so will not relieve the Proposer of the responsibility to fully perform in accordance with this RFP. No consideration will be granted for alleged misunderstanding of the material to be furnished or the work to be performed, it being understood that the submission of a Proposal is an agreement to perform all of the terms and condition set forth herein.
- b. All Proposals and any other documents required as noted in this RFP and any addenda must be submitted to Rick Pollitt, City Manager, at the Offices of City Hall located at 319 W. Main Street, Crisfield, Maryland 21817, by Friday, January 27, 2017 at 4:00 p.m. Under no circumstances shall Proposals be considered if delivered after the date and time specified, except as set forth in Section 2.1(i).
- c. All Proposal documents should be prepared in a professional manner and must provide a clear and concise demonstration of the Proposer's capability to satisfy the requirements and objectives of this RFP.
- d. The City shall not be limited solely to the information provided by a Proposer, but may utilize other sources of information useful in evaluating the capabilities of a Proposer. Special or unique capabilities or advantages of the Proposer should be clearly stated in the Proposal document submitted in response to this RFP.
- e. All copies of the Proposal and any other documents required to be submitted with the Proposal shall be enclosed in a sealed envelope. The envelope shall be addressed to Rick Pollitt, City Manager and shall be identified with the project name, project number and the Proposer's name and address. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.

- f. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.
- g. All MINORITY BUSINESS ENTERPRISE DEVELOPERS ARE ENCOURAGED TO PARTICIPATE.
- h. Any Proposal submitted in response to this RFP shall be valid for a minimum of ninety (90) days from the date of Proposals opening.
- i. [Following the opening of responses to this RFP, the City reserves the right request Proposers present their Response before the Mayor and Council.](#)
- ij. In the event **no** (i.e. zero) Proposals responding to this RFP are received by the City on or before Friday, January 27, 2017 at 4:00 p.m., the City shall extend the deadline for submission of a Proposal, leaving this RFP open, until a Response to this RFP is submitted by a qualified Proposer.

2.2 RFP-specific Submission Requirements

Each Proposal submitted in response to this RFP is required to provide the following exhibits or materials as part of the Proposal package. In order for the City to conduct a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified and with a table of contents.

- a. **Title Page:** Show the name of the Proposer, address, telephone number, name of contact person, date, and the subject: "RFP # 2016-A".
- b. **Letter of Interest:** Brief history of the Proposer, a statement of the Proposer's interest in the purchase or lease of the Carvel Hall Property for its redevelopment as an industrial and/or manufacturing center as described in this RFP, and describe the Proposer's strengths that enhance its ability to carry out the redevelopment of the Carvel Hall Property as an industrial and/or manufacturing center.
- c. **Experience and Financial Capacity to Complete Project:** In order for Proposals to be considered, Proposers must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. The Proposal document(s) should include all information necessary to certify that the Proposer: will maintain a permanent place of business at the Carvel Hall Property; has the technical knowledge and practical experience to redevelop the Carvel Hall Property into an industrial and/or manufacturing center as specified in this RFP; has available the organization and qualified manpower to perform such redevelopment; has adequate financial status to meet the financial obligations incidental to this project; and, has not had just or proper claims pending against the Proposer and/or the Proposer's company.
- d. **Technical Design Build Supervision:** Identify the Proposer's capacity and work plan to redevelop the Carvel Hall Property as an industrial and/or manufacturing center. Identify the Proposer's capacity and work plan to support this project in the field.

- e. Project Approach/Proposed Development Scheme: Provide a comprehensive Proposal detailing the Proposer's development objectives for the Carvel Hall Property. The development scheme shall include at a minimum the following:
 - i. Detailed written description of the project including a matrix with the proposed uses by square footage and by floor (if applicable).
 - ii. Scaled plan showing the site with all proposed building footprints and dimensions, pedestrian and vehicular access points and travel ways, open space, landscaping, and other features.
 - iii. Dimensioned floor plan showing all proposed uses.
- f. City Forms: Submit the following completed forms provided in the RFP (found in Sections 5, 6, 7, & 8):
 - i. Form of Proposal RFP #2016-A
 - ii. Ownership Disclosure Form
 - iii. Proposer's Affidavit of Qualification to Propose
 - iv. Non-Collusive Affidavit

2.3 Completion of Proposal Documents

- a. Use only forms supplied by the City.
- b. Submit one (1) original and two (2) copies of completed Proposal documents. Each copy of the Proposal shall be bound in or stapled to a single volume. All Proposal documents shall be bound in or stapled to that single volume.
- c. All blanks on the form shall be filled in by typewriter or manually in ink.
- d. Where so indicated by the make-up of the Proposal form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words shall govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices shall govern.
- e. Any interlineation, alteration, or erasure **MUST** be initialed by the signer of the Proposal.
- f. Each copy of the Proposal shall be signed by the person or persons legally authorized to bind the Proposer to a contract, using the legal name of the signer. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer.
- g. Proposers shall supply all information and submittals required by this RFP to constitute a proper and responsible Proposal.
- h. Any ambiguity in any Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions, and/or all conditions of Proposal shall be construed in the light most favorable to the City.

SECTION 3: EVALUATION AND SELECTION PROCESS

3.1 Opening of Proposals

- a. Proposals received on time will be opened publicly and only participant's name will be read aloud for the record.
- b. A contract for the sale or lease of the Carvel Hall Property, as the case may be, in accordance with the terms and conditions of this RFP and with the City's objectives for the redevelopment of the Carvel Hall Property will be awarded, or all Proposals will be rejected, within thirty (30) days from the date of Proposal opening, unless otherwise extended by the City.

3.2 Acceptance or Rejection of Proposals

- a. Unless otherwise specified, the contract of sale or lease of the Carvel Hall Property for its redevelopment shall be awarded to the most **RESPONSIBLE** and **RESPONSIVE** Proposer complying with all provisions of this RFP, provided the Proposal price is reasonable and is in the best interest of the City to accept it. The City reserves the right to reject the Proposal submitted by any Proposer who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal from a Proposer who, investigation shows, is not in a position to redevelop the Carvel Hall Property as an industrial and/or manufacturing center; or a Proposal from any person, firm, or corporation which is in arrears or in default to the City for any debt, fee, tax or contract.
- b. In determining a Proposer's **RESPONSIBILITY**, the City may consider the following qualifications, in addition to price.
 - i. Ability, capacity, and skill to redevelop the Carvel Hall Property within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
 - ii. Character, integrity, reputation, experience and efficiency;
 - iii. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices;
 - iv. Statement of current work load and capacity; and,
 - v. Explanation of methods to be used in fulfilling the redevelopment of the Carvel Hall Property as an industrial and/or manufacturing center.
- c. In determining a Proposer's **RESPONSIVENESS**, the City shall consider whether the Proposal conforms in all material respects to this RFP. The City reserves the right to waive any informalities or irregularities that may be in its best interest to do so. Additionally, failure to submit Proposal documents in the manners outlined above will result in the Proposal being rejected as unresponsive.
- d. The City shall have the right to reject any and all Proposals where applicable, to accept in whole or in part, to add or delete quantities, to reject a Proposal not accompanied by information required by this RFP, and to accept or reject any

Proposal which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City shall have the right to award the contract for the sale or lease of the Carvel Hall Property for its redevelopment as an industrial and/or manufacturing center in the best interests of the City.

3.3 Award Procedures

- a. The City will issue an Exclusive Negotiating Privilege (ENP) to the Proposer selected by the Mayor and Council, in their sole discretion, setting out specific requirements and deadlines for fulfilling the requirements for redeveloping the Carvel Hall Property into an industrial and/or manufacturing center (including but not limited to the statements and ideas expressed herein). If negotiations have not been completed within sixty (60) days after the City's selection of a Proposer, then the ENP will expire. The City may extend that time period if both parties find that negotiations are proceeding satisfactorily. Should the parties fail to agree upon a contract within a reasonable time, the City, at its sole discretion, may cancel negotiations with the first selected Proposer and proceed with the next most qualified Proposer, re-issue this RFP for new proposals, or abandon this RFP.
- b. After successful completion of the ENP period, the City will enter into a contract with the selected Proposer which shall set forth the terms and conditions of the lease or sale of the Carvel Hall Property for its redevelopment as an industrial and/or manufacturing center in accordance with the objectives of the City. Acceptance of any contract of sale or lease of the Carvel Hall Property, and all terms and conditions set forth therein, shall be subject to approval by the Council in their sole discretion.
- c. The selected Proposer must agree to the review and guidance of the City in the preparation of plans and specifications for new construction prior to submission for permits.

SECTION 4: GENERAL INFORMATION

4.1 Economy of Proposal

Proposal documents should be prepared simply and economically, providing straightforward and concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal are neither required nor desired.

4.2 Proprietary Information or Trade Secrets

The Proposer may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

4.3 Ownership of Materials

Ownership of all material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the City and is subject to public inspection in accordance with Maryland's Public Information Act. Trade secrets or proprietary information submitted by a Proposer in connection with this RFP shall not be subject to disclosure under Maryland's Public Information Act. However, the Proposer must invoke the protections of this section prior to or upon submission of such data or other materials.

4.4 Contract Award

- a. A contract for sale or lease of the Carvel Hall Property will result from an award of this RFP. If the selected Proposer shall fail or refuse to sign and deliver such contract of sale or lease, the City may, in its sole discretion, terminate the award of this RFP to such selected Proposer. Said contract of sale or lease of the Carvel Hall Property shall be executed by the selected Proposer within fifteen (15) days of receipt of said contract of sale or lease, as time is of the essence.
- b. Proposals and contracts issued by the City of Crisfield shall bind the selected Proposer to all applicable conditions and requirements set forth herein, unless otherwise specified in this RFP, and shall be subject to all federal, state, and municipal laws, rules, regulations, and limitations. This RFP and any contract resulting herefrom shall be construed and interpreted in accordance with the laws of the State of Maryland and any applicable local law or regulation, and all questions of performance hereunder shall be determined in accordance with Maryland law.
- c. City personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of Proposal to another firm.
- d. The City reserves the right to engage in individual discussions and interviews with those Proposers deemed fully qualified, responsible, suitable and professionally competent to redevelop the Carvel Hall Property as an industrial and/or manufacturing center creating new jobs for citizens of the City and surrounding areas of the City. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Proposers shall not be disclosed to the public or to competitors.

4.5 Modification or Withdrawal of Proposal

- a. A Proposal may not be modified, withdrawn or cancelled by the Proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each Proposer so agrees in submitting a proposal.

4.6 Default

- a. Any contract awarded under this RFP may be cancelled or annulled by the City in whole or in part by written notice of default to the selected Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most qualified Proposer, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Firm (or his surety) shall be liable to the city for cost to the City in excess of the defaulted

contract price.

4.7 Collusion/Financial Benefit

- a. The Proposer certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- b. Upon signing the proposal, Proposer certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and/or Council has received or has been promised, directly or indirectly, any financial benefit, related to this RFP.

4.8 Indemnity

The selected Proposer hereby agrees to indemnify, defend, and hold harmless the City of Crisfield and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the acts of such selected Proposer in performance of this RFP and any contract resulting herefrom, regardless of whether such acts were committed by the selected Proposer, any subcontractor of the selected Proposer or by any agent or employee of the selected Proposer.

4.9 Addendum

- a. **No oral statements of any person shall modify or otherwise affect or interpret the meaning of this RFP and the terms and conditions set forth herein.** All modifications to this RFP and every request for any interpretation of this RFP must be addressed to Rick Pollitt, City Manager, 319 W. Main Street, Crisfield, Maryland, 21817, and to be given consideration, must be received at the above address at least ten (10) days prior to the date fixed for the opening of proposals.
- b. Any and all interpretations, corrections, revisions, and amendments shall be issued by the City to all holders of Proposal documents in the form of written addenda. Proposers are cautioned that any oral statements made by any entity's employee that materially change any portion of the Proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the Proposal document. Failure of any Proposer to receive any such addenda shall not relieve said Proposer from any obligation under his Proposal as submitted.

4.10 Cancellation of this RFP/Rejection of All Proposals

- a. The City may, at its sole discretion, cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be in the best interests of the City.

SECTION 5: REQUIRED FORMS– FORM OF PROPOSAL RFP #2016-A

To Whom It May Concern:

We hereby submit this Proposal for the purchase or lease of the Carvel Hall Property (as defined in this RFP) for the purpose of redeveloping the Carvel Hall Property in accordance with the terms and specifications of this RFP and in accordance with the objectives and goals of the City of Crisfield as specified in this RFP.

Having carefully examined the RFP and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount per subject property (expressed in USD currency format)

\$_____

Proposal Amount per subject property (expressed in written words)

Proposer Address

City/State/Zip

Telephone

Fax

Email

SECTION 6: REQUIRED FORMS – OWNERSHIP DISCLOSURE FORM (Page 1 of 2)

OWNERSHIP DISCLOSURE FORM

PROPOSER NAME: _____

TYPE OF COMPANY (circle one):

ADDRESS: _____

*Sole Proprietorship

*Partnership _____

*Corporation _____

FEIN#: _____

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the Proposer. If additional space is necessary, provide on an attached sheet.

OWNERSHIP INTEREST

NAME	OFFICE HELD	(Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the Proposer named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

OWNERSHIP INTEREST

NAME	OFFICE HELD	(Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Crisfield is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Crisfield to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Crisfield and the City of Crisfield in its, sole discretion, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

DATE: _____

AFFIX CORPORATE SEAL HERE

SECTION 7: REQUIRED FORMS – Proposer’s Affidavit of Qualification to Propose (pg. 1 of 2)

I hereby affirm that:

I, _____ am the _____

(Printed Name)
(Title)

and the duly authorized representative of the Proposer:

(Name of Proposer)
whose address is:

(Street)

(City/State/Zip)

and that I possess the legal authority to make this affidavit on behalf of myself and the Proposer for which I am acting.

Except as described below, neither I nor the above Proposer, not to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the City of Crisfield, the State of Maryland or any county, bi-county or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Proposer, and the sentence or disposition, if any.)

I further acknowledge that this affidavit is to be furnished to the City of Crisfield and if the representations set forth in this affidavit are not true and correct, the City of Crisfield, in its sole discretion, may terminate any contract awarded under this RFP and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be

disqualified, either by operation of law or after a hearing, from entering into contracts with the State of Maryland or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Printed Name

SECTION 8: NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Developer that has submitted the attached Proposal documents;

2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal documents;

3. Such Proposal documents is genuine and is not a collusive or sham Proposal documents;

4. Neither the said Developer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Developer, firm, or person to submit a collusive or sham Proposal documents in connection with the Services for which the attached Proposal documents has been submitted; or to refrain from bidding in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal documents or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal documents price or the Proposal documents price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;

5. The price or prices quoted in the attached Proposal documents are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

6. Signed, sealed and delivered in the presence of:

Witness

Signature

Witness

Printed Name

Title