

City of Crisfield

319 W. Main Street

Crisfield, Maryland 21817

REQUEST FOR PROPOSALS

DISPOSITION, REDEVELOPMENT & OPERATION OF THE "LILYAN STRATTON-CORBIN LIBRARY" PROPERTY

City of Crisfield

Request for Proposal #2018-A

ISSUE DATE:

Tuesday, April 10, 2018

PROPOSALS MUST BE RECEIVED BY:

Friday, May 11, 2018 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

RFP 2018-A: DISPOSITION, REDEVELOPMENT & OPERATION OF THE "LILYAN STRATTON-CORBIN LIBRARY" PROPERTY

The City of Crisfield seeks proposals from qualified respondents for the purchase, redevelopment, management and operation of that certain real property, and improvements located thereon, having an address of 4E Main Street Extended, Crisfield, Maryland 21817, and being the same property commonly referred to as the "Lilyan Stratton-Corbin Library" property, for uses associated with the support and promotion of community-based art programs and other initiatives of that kind, along with the preservation of Crisfield's historical heritage and, specifically, that of the Lilyan Stratton-Corbin Library.

Proposal documents for RFP 2018-A may be obtained from the offices of Crisfield City Hall, located at 319 W. Main Street, Crisfield, Maryland 21817, during normal business hours, or via the City's website, <http://www.cityofcrisfield-md.gov>.

There will be no Pre-Proposal Meeting and questions regarding RFP 2018-A are due no later than Friday, May 11, 2018; no further questions will be accepted after that date. All questions must be written and can be faxed, mailed, hand-delivered or emailed to Rick Pollitt, City Manager, 319 W. Main Street, Crisfield, Maryland 21817, by fax at 410-968-2167, or via email at rpollitt@crisfieldcityhall.com.

Proposal documents are due at the offices of Crisfield City Hall, at the above-referenced address, on or before Friday, May 11, 2018 at 4:00 p.m., at which time and place the proposals will be publicly opened and only the names of the bidders read aloud.

Contact person for questions regarding this RFP is:

City Manager Rick Pollitt

319 W. Main Street, Crisfield, Maryland 21817

Email: rpollitt@crisfieldcityhall.com

Phone: **410-968-1333**

Fax: **410-968-2167**

SECTION 1: PROJECT OVERVIEW

1.1 General Intent

- a. The City of Crisfield (hereinafter referred to as the “**City**”), through this RFP, seeks qualified bidders for the purchase, redevelopment, management and operation of the Lilyan Stratton-Corbin Library property for uses associated with the support and promotion of community-based art programs and other initiatives of that kind, along with the preservation of Crisfield’s historical heritage and, specifically, that of the Lilyan Stratton-Corbin Library, in accordance with the terms of this RFP and all applicable federal, state and local laws and regulations. The City intends to select the Proposal that best demonstrates the redevelopment, management and operation of the Lilyan Stratton-Corbin Library for its use as a community center focused on promoting artistic creativity, supporting appreciation of the arts and preserving the great historical heritage of Crisfield, for the benefit of the Crisfield community and Somerset County at large, now and in the years to come.
- b. The City has not yet deemed the Lilyan Stratton-Corbin Library Property as “surplus property”; however, it is the intent of the City to declare the Lilyan Stratton-Corbin Library Property as “surplus” following the City’s review and acceptance of a Proposal the City deems most responsive to this RFP.
- c. All Proposals submitted in response to this RFP must conform to the Proposal Requirements listed in Section 2 hereof.
- d. Any person or entity which submits a Proposal in response to this RFP is hereinafter referred to as “**Proposer**”. The person or entity that is awarded this RFP is hereinafter referred to as the “**Selected Bidder**”. Following the City’s award of this RFP, the City will negotiate the terms of a contract of sale for the Selected Bidder’s purchase of the Lilyan Stratton-Corbin Library Property.

1.2 Background/History of the Lilyan Stratton-Corbin Memorial Library

The first library in Crisfield was organized about 1910. Its first location was a storeroom and by 1923 it had moved into the newly acquired City Hall. In 1928, Lilyan Stratton Corbin, a native of the Crisfield area and former actress, died in an automobile accident near her New Jersey home. Her husband, Alfred O. Corbin, later visited the Crisfield library and was impressed by the valuable service it offered the community. He then selected and purchased a site on East Main Street for a new library as a memorial to his wife.

The library building was designed by Mr. Corbin’s son, John, and the building is an excellent example of neo-classical architecture. The Lilyan Stratton Corbin Memorial Library was dedicated in 1930 Crisfield, in honor of Ms. Stratton-Corbin, who, during her life, was an actress, author and philanthropist of significant renown. In the many years that followed, the Lilyan Stratton Corbin Memorial Library served as both a public library and a community center for the residents of Crisfield and its environs. Finally, prior to the opening of the new Crisfield Public Library, the Lilyan Stratton Corbin Memorial Library was the only library in America that also served as a mausoleum, housing Ms. Stratton-Corbin’s remains in a bronze urn located in a glass case stored in the library building.

Pursuant a Deed, dated May 10, 1933 and recorded among the Land Records of Somerset County in Liber 100, folio 181 (the “**Corbin Deed**”), by Alfred O. Corbin and Dorothee Corbin, his wife, to “The Lilyan Stratton Corbin Memorial Public Library”, the Lilyan Stratton-Corbin Library Property is subject to certain terms, conditions, covenants and restrictions governing the use of the property, which include, among other things, that the Lilyan Stratton-Corbin Library Property be “used and occupied as a Public Library for the benefit of all those who desire to affiliate themselves with it.”

1.3 Site Description and Zoning

- a. The Lilyan Stratton-Corbin Library Property is located at 4E Main Street, Crisfield, Maryland 21817, lying on the south side of Main Street and is identified in the Tax Records of the State of Maryland as Map 103, Parcel 1493. The Lilyan Stratton-Corbin Library Property contains approximately 0.46 acres and is located within the municipal limits of the City of Crisfield. Lilyan Stratton-Corbin Library Property is improved by a building containing 3,126 +/- square feet of floor area.
- b. The Lilyan Stratton-Corbin Library Property is publicly owned. Following the award of this RFP and upon a ratified contract of sale of the Lilyan Stratton-Corbin Library Property resulting from this RFP, the City will provide the Selected Bidder 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 concerning the Selected Bidder’s use and operation of the Lilyan Stratton-Corbin Library Property.
- c. The Lilyan Stratton-Corbin Library Property is zoned as C-1, Neighborhood Commercial District. The purpose of the C-1 Zoning District is to “provides for certain businesses, professional and personal service activities that would be basically neighborhood-serving and would not be inconsistent in the areas that are primarily residential.”
- d. In addition to the restrictions set forth in the Corbin Deed, the construction of any improvements to the Lilyan Stratton-Corbin Library Property and the use thereof by the Selected Bidder are governed by all applicable zoning regulations and building codes enacted and/or promulgated by the City of Crisfield, as well all applicable state and federal rules and regulations.
- e. The City makes no representations, guaranty, or warranty concerning any site conditions with respect to the Lilyan Stratton-Corbin Library Property. The Lilyan Stratton-Corbin Library Property is being offered by the City for sale in an “**AS IS, WHERE IS**” condition.

1.4 Summary of the Lilyan Stratton-Corbin Library Property

Name: The Lilyan Stratton-Corbin Library Property
(4E Main Street Extended, Crisfield, MD 21817)

Tax I.D.'s: Map 103, Grid 2, Parcel 1493

Ownership: City of Crisfield

Location: Lying on the south side of Main Street

Conditions of Use: Use of the Lilyan Stratton-Corbin Library Property is subject to all those restrictions set forth in the Corbin Deed (Liber 100, folio 181)

Zoning: C-1, Neighborhood Commercial

Gross Acreage: 0.46 acres

Tax Assessment Value: \$223,900 (as of July 1, 2017)

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, management and operation of the Lilyan Stratton-Corbin Library Property as intended by the City. 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, May 11, 2018 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(j).
- 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.
- j. In the event no (i.e. zero) Proposals responding to this RFP are received by the City on or before Friday, May 11, 2018 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 # 2018-A".
- b. Letter of Interest: Brief history of the Proposer, a statement of the Proposer's interest in the purchase, redevelopment, management and operation of the Lilyan Stratton-Corbin Library Property as intended by the City under Section 1.1(a) of this RFP. The Proposal shall provide the days and hours of operation for the library building located at the Lilyan Stratton-Corbin Library Property, which said days of operation shall not be less than four (4) days during the workweek (i.e. the days of Monday-Friday).
- 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 redevelop, manage and operate the Lilyan Stratton-Corbin Library Property as intended by the City under Section 1.1(a) of this RFP.
- d. Offered Purchase Price: Set forth the price which the Proposer offers to purchase the Lilyan Stratton-Corbin Library Property from the City. In addition to the purchase

price, the Selected Bidder shall be obligated to make five (5) annual payments of Three Thousand Dollars and 00/100 (\$3,000.00) to the City, for the total sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00), which said amount constitutes reimbursement by the Selected Bidder to the City for the costs incurred by the City to replace the roof of the library building located at the Lilyan Stratton-Corbin Library Property prior to settlement on the City's conveyance of such property to the Selected Bidder.

- e. Covenants for Use of Lilyan Stratton-Corbin Library. By submission of a Proposal, the Proposer expressly acknowledges and agrees that, if awarded this RFP, the Proposer's use of the Lilyan Stratton-Corbin Library shall forever be subject to the terms, conditions, covenants and restrictions governing the use of the Leased Premises as particularly set forth in a deed by Alfred O. Corbin and Dorothee Corbin, his wife, dated May 10, 1930 and recorded among the Land Records of Somerset County in Liber 100, folio 181.
- f. City Forms: Submit the following completed forms provided in the RFP (found in Sections 5, 6, 7, & 8):
 - i. Form of Proposal RFP #2018-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 for the Lilyan Stratton-Corbin Library Property in accordance with the terms and conditions of this RFP and with the City's objectives for the redevelopment, management and operation of the Lilyan Stratton-Corbin Library Property, as set forth in Section 1.1(a) of this RFP, will be awarded to the Selected Bidder or all Proposals will be rejected within sixty (60) days from the date Proposals are opened, unless otherwise extended by the City.

3.2 Acceptance or Rejection of Proposals

- a. Unless otherwise specified, this RFP for the purchase, redevelopment, management and operation of the Lilyan Stratton-Corbin Library Property be awarded to the most **RESPONSIBLE** and **RESPONSIVE** Proposer complying with all provisions of this RFP, provided the purchase price (so offered under Section 2.2(d) hereof) is reasonable and is in the best interests of the City. 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, manage and operate the Lilyan Stratton-Corbin Library Property as intended by the City, under Section 1.1(a) of this RFP; 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 purchase price offered by a Proposer under Section 2.2(d) hereof and any other qualifications the City deems appropriate for the award of this RFP.
- 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 this RFP in the best interests of the City.

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 for the Lilyan Stratton-Corbin Library Property will result from an award of this RFP. If the Selected Bidder fails or otherwise refuses to sign and deliver such contract of sale, the City may, in its sole discretion, terminate the award of this RFP to such Selected Bidder. Said contract of sale for the Lilyan Stratton-Corbin Library Property shall include a right of first refusal for the benefit of the City, in the event the Selected Bidder desires to sell the Lilyan Stratton-Corbin Library Property at any time following the City's conveyance thereof to the Selected Bidder; and, the said contract of sale shall be executed by the Selected Bidder within fifteen (15) days of receipt of the contract of sale from the City, 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, manage and operate the Lilyan Stratton-Corbin Library Property as intended by the City under Section 1.1(a) of this RFP. 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

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 #2018-A

To Whom It May Concern:

We hereby submit this Proposal for the purpose of purchasing, redeveloping, managing and operating the Lilyan Stratton-Corbin Library Property (as defined in this RFP) 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.

Proposed purchase price for the purchase of the Lilyan Stratton-Corbin Library Property (expressed in USD currency format)

\$_____

Proposed purchase price for the purchase of the Lilyan Stratton-Corbin Library 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: _____



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

I hereby affirm that:

I, _____ (Printed Name) am the _____
_____ (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

The undersigned, _____, 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