



## Request for Proposal # 15-17

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### Disposition and Development of Parking Lot 16 and Salisbury Green

Proposal Posted: 07/24/2017, 07/26/2017, 07/28/2017

Pre-Proposal Meeting: 08/9/2017 @ 10:00 a.m.  
Government Office Bldg.  
125 N. Division St., Room 306  
Salisbury, MD 21801

Last Day for Questions: 8/23/2017 @ 12:00 p.m.

Proposal Opening: 9/7/2017 @ 2:30 p.m.  
Government Office Bldg.  
125 N. Division St., Room 104  
Salisbury, MD 21801

Department of Procurement  
125 N. Division St., Room 104 Salisbury, MD 21801  
PH: 410-548-3190 FX: 410-548-3192  
Salisbury, MD 21801

## **ADVERTISEMENT**

### **CITY OF SALISBURY**

#### **RFP 15-17 Disposition & Development of Parking Lot 16 and Salisbury Green**

The City of Salisbury seeks a highly qualified and creative real estate development firm to lease or purchase and develop, Un-surplused Parking Lot #16 and an area known as the Salisbury Green in Salisbury, Maryland. Proposed usage is to be evaluated by the City prior to bid award. Vendors are required to document their proposed usage for the property, methodology for achieving proposed usage, financial ability to proceed with the project and benefits to the City of Salisbury.

Proposal documents for RFP 15-17 may be obtained from the City of Salisbury – Department of Procurement, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, by calling 410-548-3190, during normal business hours, or via our website, [www.ci.salisbury.md](http://www.ci.salisbury.md), Information Center/ Bids & RFPs.

A Pre-Proposal Meeting will be held on Wednesday, August 9<sup>th</sup> 2017 at 10:00 a.m. in Room 306 of the Government Office Building, address listed above. A site visit for the properties are scheduled immediately after the pre-proposal meeting if needed. Attendance is not mandatory but highly recommended.

Questions are due no later than Wednesday, August 23<sup>rd</sup>, 2017 at 12:00 p.m. No further questions will be accepted after that date. All questions must be written and can be faxed, mailed, hand delivered or emailed to Michael Lowe, Senior Buyer- Department of Procurement, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at [mlowe@salisbury.md](mailto:mlowe@salisbury.md).

Proposal Documents are due in the Office of the Director of Procurement, address above, on Thursday, September 7<sup>th</sup>, 2017 at 2:30 p.m. at which time and place they will be publicly opened and only the names of vendors read aloud. No late proposals will be accepted, but will be returned unopened.

Jennifer L. Miller,  
Director of Procurement  
125 N. Division Street, Room 104  
Salisbury, MD 21801  
Phone: (410) 548-3190  
Fax: (410) 548-3192  
Email: [jennifermiller@salisbury.md](mailto:jennifermiller@salisbury.md)

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**ATTACHMENTS –**

**SDAT**

**LOT #16 DEED**

**SALISBURY GREEN DEED**

**PROPOSED RE-SUBDIVISION**

## **SECTION 1: PROJECT OVERVIEW**

### **1.1 General Intent**

- a. The City of Salisbury (also referred to as “City” hereafter), through this RFP, seeks a highly qualified and creative real estate development firm to lease or purchase and develop Un-surplused Parking Lot #16 and an area known as the Salisbury Green in Salisbury, Maryland in accordance with applicable regulations. It is therefore the intent of the City of Salisbury to receive proposals that would lead to economic development in its downtown core, while maintaining and enhancing safety, livability and recreation. The completed project would provide a welcoming environment and a sense of community for the City of Salisbury. Parking Lot #16 and The Salisbury Green have not been deemed ‘surplus’ by the City of Salisbury. However, it is the intent of the City to declare both lots ‘surplus’ upon review and acceptance of an offer in response to this RFP.
- b. Entities that submit a proposal for award of this contract are referred to as “proposers” in this document. The firm or individual that is awarded the contract is herein referred to as the “Firm” or “Developer”. The words Bidder, Offeror, Consultant, Proposer, Developer and Contractor may be used interchangeably.

### **1.2 Background Information– City of Salisbury**

- a. The City of Salisbury, Maryland, founded in 1732 and incorporated in 1854, is the largest city on the Eastern Shore of Maryland (pop. 30,484, 2010 Census) and is the county seat of Wicomico County. Salisbury is located at the head of the Wicomico River, the navigable waterway that leads to the Chesapeake Bay. Salisbury is a central spot on the lower Eastern Shore just a half hour west of Ocean City and two hours east of Baltimore in the heart of the Delmarva Peninsula.
- b. Considered the “Capital of the Eastern Shore”, the City of Salisbury is a growing city with an exhilarating quality of life. There are two institutions of higher learning, Salisbury University and Wor-Wic Community College, the Wicomico Regional Airport, the award-winning Peninsula Regional Medical Center and several cultural opportunities for residents and visitors including the Arthur W. Perdue Stadium, Chipman Cultural Center, Ward Museum of Wildfowl Art and the Salisbury Zoological Park.

### 1.3 Site Description and Zoning

- a. The subject properties are in downtown Salisbury. Subject properties are situated along the South prong of the Wicomico River. They are bordered on the south by the Riverwalk. The north side of the properties are bordered by East Market Street. The downtown area is improved primarily with commercial properties including the Wicomico County Courthouse, Wicomico County Library, Peninsula Regional Medical Center, City and County government office building, retail store, offices, banks, restaurants, etc. There is also a growing number of apartments.
- b. The properties are publicly owned and are partially in the State Enterprise Zone, State Arts & Entertainment District, locally-administered Historic District, and State Sustainable Communities District. Upon a ratified contract, the City of Salisbury will provide contact information for DBED/DHCD/MDP as an entry point to state programs and services for funding opportunities.
- c. A portion of the properties are currently designated as Riverwalk, which shall remain accessible to the public. A proposed Re-Subdivision of the properties is attached within this RFP removing the Riverwalk from the properties. Easements to the Riverwalk and for the exiting stormwater infrastructure will be negotiated during the exclusive negotiating period with the successful proposer.
- d. The properties are rated as an AE EL6 flood zone.
- e. Main Street Master Plan Phase 2 construction is currently underway.

### 1.4 Summary of Property Information: Note Lot sizes and designations in the description below are reflective of Attachment "Proposed Re-Subdivision".

<b>Name:</b>	206 E. Market Street (Lot 2)
<b>Tax I.D.'s:</b>	Map 107, Grid 0015, Parcel 0902
<b>Ownership:</b>	The City of Salisbury
<b>Location:</b>	Between East Market Street and the South prong of the Wicomico River
<b>Current Use:</b>	Paved Parking Lot
<b>Zoning:</b>	Central Business District
<b>Lot Size:</b>	336' +/- X 93' +/- (30,327 SF +/-)

**Name:** 206 E. Market Street (Lot 3)  
**Tax I.D.'s:** Map 107, Grid 0015, Parcel 0901  
**Ownership:** The City of Salisbury  
**Location:** Between East Market Street and the South prong of the Wicomico River  
**Current Use:** Salisbury Green  
**Zoning:** Central Business District  
**Lot Size:** 154' +/- X 93' +/- (14,027 SF +/-)

#### 1.5 Development

- a. Proposer will include overview of proposed use/improvement of each property for which a proposal has been submitted.
- b. Proposer will include estimated time frame for proposed use/improvements.
- c. There will be a need for City easements for existing stormwater drains located on each end of the property. In addition there will be a City easement for a water pipe leading to a hydrant on the easterly end of the property.
- d. The developer will be required to plan and construct public parking on one or both properties.
- e. Any proposed building or construction should maintain a well-designed relationship with the existing Riverwalk. The City will also retain fee simple ownership to the Riverwalk on the Wicomico River side of both properties.

**END OF SECTION**

## **SECTION 2: PROPOSAL REQUIREMENTS**

### **2.1 General Submittal Information**

- a. Proposers, before submitting a proposal, will become fully informed as to the extent and character of the proposal document and are expected to completely familiarize themselves with the requirements of this solicitation and any and all specifications. Failure to do so will not relieve the Proposer of the responsibility to fully perform in accordance therewith. 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 with all of the items and condition referred to herein.
- b. All offers and any other documents required as noted in this RFP and any addenda must be submitted to Jennifer L. Miller, Director of Procurement, 125 N. Division Street, Room 104, Salisbury, MD 21801, by Thursday, September 7<sup>th</sup>, 2017, 2:30 p.m. Under no circumstances will offers delivered after the date and time specified be considered. The City of Salisbury will not be responsible for any offer delayed in the postal or other delivery service nor any late offer, amendment, or request for withdrawal of offer, received after the RFP date. Offers received after the date and time for receipt will be returned unopened.
- c. All submitted 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 of Salisbury will not be limited solely to the information provided by the Proposer, but may utilize other sources of information useful in evaluating the capabilities of the Proposer. Special or unique capabilities or advantages of the Proposer should be clearly stated in the Developer's Development Proposal Document.
- e. All copies of the Proposal submittal and any other documents required to be submitted with the Proposal will be enclosed in a sealed envelope. The envelope will be addressed to the Assistant Director of Internal Services-Procurement Department and will 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 will 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 will be at the Proposer's own risk.
- g. Proposals will be valid for a minimum of 180 days from the date of proposal opening.

## 2.2 RFP-specific Submission Requirements

Each submission of proposal documents will be required to provide the following exhibits or materials as part of the proposal package. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified, tabbed, and with a table of contents.

- a. Title Page: Show the name of the development firm, address, telephone number, name of contact person, date, and the subject: "RFP 15-17".
- b. Table of Contents: Include a clear identification of the material by section and by page number.
- c. Comprehensive Plan for use of the Site: This should include but not limited to:
  - Plans for renovation or demolition;
  - Use planned when demolition has been completed;
  - Anticipated neighborhood impact. If applicable address:
    - Traffic
    - Parking
    - Pedestrian traffic
    - Noise
    - Construction
  - Discuss how your proposed use is compatible with the surrounding neighborhood.
  - Anticipated date of project / redevelopment completion.
- d. Letter of Interest: Brief history of firm, a statement of the respondent's interest in the proposed properties, and describes the firm's strengths that enhance their

ability to purchase the properties and carry out any proposed improvements to the properties.

- e. Financial Capacity to Complete Proposed Improvements: In order for proposals to be considered, Proposers must submit with their proposal, a letter from a lending institution evidencing the Proposer possesses the ability to obtain the necessary funds to purchase this property. Evidence will include all information necessary to certify that the Proposer: maintains a permanent place of business; has available the organization and qualified manpower to do the proposed improvements; has adequate financial status to meet the financial obligations incidental to the proposed improvements; has not had just or proper claims pending against him or his company. **Failure to submit this letter with your proposal will result in rejection of your proposal.**
- f. Additional Background: You are invited to include a maximum of five pages of information not included above which you feel may be useful and applicable to this project.
- g. City Forms: Submit the following completed forms provided in the RFP (found in Sections 5, 6, 7 & 8):
  - i. Section 5: Form of Proposal RFP 15-17
  - ii. Section 6: Developer's Affidavit of Qualification to Proposal
  - iii. Section 7: Ownership Disclosure Form
  - iv. Section 8: Non-Collusive Affidavit

## 2.3 Completion of Proposal Documents

- a. Use only forms supplied by the City.
  - b. Submit one (1) original and three (3) copies of completed Proposal Documents. Each copy of the proposal will be bound in a single volume. All documents submitted with the proposal will be bound in that single volume.
- All blanks on the form will be filled in by typewriter or manually in ink.

- c. Where so indicated by the make-up of the proposal form, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- d. Any interlineation, alteration, or erasure MUST be initialed by the signer of the Proposal.
- e. Each copy of the proposal will 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 will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer.
- f. Proposer will supply all information and submittals required by the documents to constitute a proper and responsible proposal.
- g. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions, and/or all conditions of proposal will be construed in the light most favorable to the City of Salisbury.

#### 2.4 Deposit

- a. Each Development Proposal Document will be accompanied by a bid bond, in a form and by a surety company approved by the City. The bond must be in an amount not less than ten percent (10%) of the base bid. Certified or cashier's checks are acceptable in lieu of bid bond, subject to the same conditions. Bonds and checks will be made payable to the City. AIA Bid Bond forms are acceptable.
- b. Return of Proposal Security
  - i. At award of a contract, all unsuccessful Proposers' proposal securities will be returned.
  - ii. The proposal security will be returned to the successful Proposer upon execution of the Land Disposition Contract or applied to the sale/lease as decided upon in the ENP.

**END OF SECTION**

## **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. The contract will be awarded or all proposals will be rejected within 180 days from the date of proposal opening.

### **3.2 Acceptance or Rejection of Proposals**

- a. Unless otherwise specified, the contract will be awarded to the most **RESPONSIBLE** and **RESPONSIVE** Proposer complying with the provisions of the proposal documents, provided the proposal price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject the proposal of 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 perform the contract; or a proposal from any person, firm, or corporation which is in arrears or in default to the City of Salisbury for any debt 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 provide the commodities or services required 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. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
  - iv. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices;

- v. Evidence of adequate insurance to comply with contract terms and conditions;
  - vi. Statement of current work load and capacity;
  - vii. Explanation of methods to be used in fulfilling the contract.
- c. In determining a Proposer's **RESPONSIVENESS**, the City will consider whether the proposal conforms in all material respects to the proposal documents. 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 the proposal documents in the manners outlined above will result in the proposal document being rejected as unresponsive. The City may consider the following qualifications as well:
- i. Submittal of Proposal Documents that clearly meet or exceed the program objectives as defined in the City of Salisbury Comprehensive Plan and/or the Downtown Revitalization Plan.
- d. The City will 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 required proposal security or other data required by the proposal documents, 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 will have the right to award the Contract in its own best interests.

### 3.3 Award Procedures

- a. The City will issue an Exclusive Negotiating Privilege (ENP) to the selected Proposer setting out specific requirements and deadlines for fulfilling the requirements of the project (including but not limited to the statements and ideas expressed herein). If negotiations have not been completed within 180 days after selection of a Developer, 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 Developer and proceed with the next acceptable Development Proposal Document, re-solicit for new proposals, or abandon the Proposal Document.
- b. After successful completion of the ENP period, the City will then enter into a Land Disposition Contract (LDC) setting forth the terms and conditions of the lease or sale

of the subject property (properties). Approval of a LDC is by action of the City Council.

### 3.4 Land Disposition Contract

- a. In addition to the regulations set forth in the City building code, zoning code, and other applicable codes and ordinances, the following controls will be implemented by provisions in a LDC as are considered appropriate by the City Council:
  - i. The purchaser will agree, for itself and its successors and assigns and every successor in interest to the property or any part thereof, and the deed will contain covenants that the purchaser and any such successors and assigns will devote the property to and only to and in accordance with the uses specified in the development plan;
  - ii. The purchaser will agree, for itself, its successors and assigns and every successor in interest to the property or any part thereof, and the deed will contain covenants that the purchaser and any such successors and assigns will promptly begin and diligently move to completion the development of the property through the construction of the improvements thereon, and that such construction will in any event be begun and completed within the period specified in the LDC;
  - iii. The deed conveying the property will expressly provide that the agreements and covenants provided for in the development plan will be covenants running with the land and will be binding on the land for the benefit and in favor of the City;
  - iv. The purchaser will represent and agree that its purchase of the property and its other agreements pursuant to the development plan and LDC are and will be used for the purpose of development of the property and not for speculation in land holding;
  - v. None of the provisions of this chapter or the LDC are intended to or will be merged by reason of any deed transferring title to the property to the purchaser or to any successor in interest;
  - vi. The purchaser will agree to retain the interest it acquires in such property until construction of the required development is completed and will agree

not to sell, lease or otherwise transfer the interest acquired or any part thereof without the prior written consent of the City, until the City will have certified, in writing, that the purchaser has completed construction. In the absence of any such written agreement, no such transfer will be effective and will not relieve the purchaser of its obligations under the LDC;

- vii. The purchaser will agree that prior to completion of the development, it may not mortgage or encumber the property except for the purpose of obtaining funds to purchase the property and funds only to the extent necessary for making the improvements. The City will agree that no mortgagee will be required to construct or complete the improvements. The purchaser will agree that in the event of default in the purchaser's mortgage, the City will have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby;
- viii. The purchaser will agree that prior to conveyance of the property if the purchaser, in violation of the LDC, assigns or attempts to assign the LDC or does not submit a final development plan within the time as required by the LDC or does not pay the purchase price and take title to the property upon tender of conveyance by the City pursuant to the LDC, then, in such event, the LDC, at the option of the City, will be terminated, and the deposit will be retained by the City as liquidated damages;
- ix. The purchaser will agree that in the event that subsequent to the conveyance of the property to the purchaser, the purchaser will default in or violate the LDC, prior to the completion of the development as certified by the City, including but not limited to failing to construct the improvements, or will abandon or substantially suspend construction work or by failing to begin or complete the project in the period specified in the LDC or by failing to pay real estate taxes or suffer any levy or attachment or any unauthorized change in ownership and such violation is not cured after sixty (60) days' written demand by the City, then the City will have the right to reenter and take possession of the property and to terminate (and revert to the City) the estate conveyed by deed to the purchaser and declare a termination of the LDC and revert the property to the City, and the City will have, in such event, the power to execute and file for record in the land records a declaration of termination of all right, title and interest of the purchaser, provided that this provision will be limited by and will not defeat or limit the lien of any mortgage authorized by the LDC and will not apply to any parts or properties upon which the improvements have been completed in accordance with the LDC and for which a certificate of completion has been issued.

1. The purchaser will not be in default for failure to complete the project if such failure is caused by an enforced delay due to unforeseen causes beyond its control and without its fault or negligence, provided that the purchaser, within ten days of the start of any such enforced delay, has notified the City, in writing, and requested an extension for the period of the enforced delay.
  2. Upon reverting of title in the City, the City will use its best efforts to resell the properties or part thereof as soon as is feasible and consistent with the City's objectives to a qualified party (as determined by the City) who will assume the obligation of completing the improvements or such other improvements in their stead as will be satisfactory to the City.
  3. Upon resale of the property, the proceeds thereof will be applied:
    - a. First, to reimburse the City for all costs and expenses incurred by the City, including employees' salaries in connection with the recapture, management and resale of the property or part thereof; all taxes, assessments and water and sewer charges with respect to the property or part thereof; any payments made to discharge any encumbrances or liens on the property or portion thereof; any expenditures or obligations incurred with respect to making or completing the improvements; any other amounts owed or due to the City by the purchaser and his successors or transferees, and;
    - b. Second, to reimburse the purchaser, its successor or transferee up to the amount equal to the sum of the purchase price paid by purchaser for the property (or allocable to the part thereof) and the cash actually invested by purchaser in the making of the improvements on the property or part thereof, less any gains or income withdrawn or made by purchaser from the development plan or from the property;
    - c. Any balance remaining after such reimbursements will be retained by the City as its property.
- xii. Easements for installation and maintenance of utilities will be reserved to the City as required.



- xii. Promptly after completion of the improvements in accordance with the provisions of the LDC relating to the obligation of the purchasers to construct the improvements, the City will furnish the purchaser with an appropriate instrument in recordable form so certifying. Such certification by the City will be (and it will be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the development plan and covenants therein and in the deed with respect to the obligations of the purchaser and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof. With respect to such individual parts or sections, the purchaser may convey such portions as the improvements constructed therein are completed, and the City will make such certification as it is related to the portion completed;
  - xiv. Any required control or covenant set forth herein may be modified or waived by the City Council.
- b. Amendments. The LDC for the sale of the subject property (properties) may be modified, including provisions pertaining to land use, building and site modification, before or after the transfer of property with written approval of the City Council by resolution. (Ord. 1963 (part), 2005).

**END OF SECTION**

## **SECTION 4: GENERAL INFORMATION**

### **4.1 Economy of Proposal**

- a. Proposals should be prepared simply and economically, providing straightforward and concise description of the Proposers' capabilities to satisfy the requirements of the 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**

- a. 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**

- a. Ownership of all material and documentation originated and prepared pursuant to the RFP will belong exclusively to the City and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Firm in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Firm must invoke the protections of this section prior to or upon submission of the data or other materials.

### **4.4 Audit**

- a. The Firm agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

#### 4.5 Contract Award

- a. A Land Disposition Contract will result from award of this RFP. If the accepted Proposer will fail or refuse to sign and deliver this contract and the required surety bonds and insurance documentation, the City of Salisbury will retain, as partial damages for such failure or refusal, the Proposal Security of such defaulting Proposer. If the accepted Proposer defaults in its performance under the agreement and does not cure the default within 30 days after written notice of default, the City of Salisbury may terminate the agreement, in whole or in part, upon written notice without penalty to the City of Salisbury. Contract will be executed by the successful Proposer within fifteen (15) days of receipt of Contract as time is of the essence.
- b. Proposals and contracts issued by the City of Salisbury will bind the Firm to applicable conditions and requirements herein set forth, unless otherwise specified in the proposal documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations. This contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.
- c. City of Salisbury 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 of Salisbury reserves the right to engage in individual discussions and interviews with those Proposers deemed fully qualified, responsible, suitable and professionally competent to provide the required services should the project size warrant it. Proposers will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Proposers will not be disclosed to the public or to competitors.

#### 4.6 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.

#### 4.7 Default

- a. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Firm 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 low 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) will be liable to the city for cost to the City in excess of the defaulted contract price.

#### 4.8 Collusion/Financial Benefit

- a. The Proposer certifies that his/her 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 of Salisbury, 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 Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

#### 4.9 Indemnity

- a. The successful Firm agrees to indemnify, defend, and hold harmless the City of Salisbury 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 Firm's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- b. Firm further agrees to furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to Firm's own work or to the work of other contractors for which he or his workers are responsible.

#### 4.10 Suspension or Termination for Convenience

- a. The City will have the right, at any time by written notice, for its convenience, to suspend the work for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.

- b. The City will have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.
- c. Any notice issued pursuant to Sections A and/or B above will state the extent and effective date of such notice, except as otherwise directed, the Firm will stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated.
- d. In the event of a termination, pursuant to Section B above, the City will pay the Firm's expenses verified by final invoice as set forth in Section D for the following:
  - i. Completed and acceptable work executed in accordance with the Contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work;
  - ii. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.
- e. The Firm will not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

#### 4.11 Contract Changes

- a. **NO CLAIMS** may be made by anyone that the scope of the project or that the Firm's services have been changed **UNLESS** such changes or adjustments have been made by an approved **WRITTEN AMENDMENT (Change Order)** to the Contract signed by the Assistant Director of Internal Services-Procurement Division (and the City Council, if required), prior to extra work being initiated. Changes performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Firm. Payment will not be made by the City of Salisbury (Owner) for said changes not approved as aforementioned.
- b. **NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City of Salisbury employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Assistant Director of Internal Services-Procurement Division (with City Council approval, if required) will be honored or valid.

- c. If any change ordered in the work results in a reduction in the work, the Firm will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.
- d. No inspection, or any failure to inspect, at any time or place, will relieve the Firm from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The Firm's Project Representatives are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, or to approve or accept any portion of the Contract, or to issue instruction contrary to the drawings and specifications of the Contract.

#### 4.12 Addendum

- a. **No oral statements of any person will modify or otherwise affect or interpret** the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services, Procurement Department, Government Office Building, 125 N. Division Street, Room B10, Salisbury, Maryland 21801, 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 will be issued by the Department of Internal Services-Procurement Division 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 will not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and will become part of the Contract Documents and will be acknowledged in the proposal form. Failure of any Proposer to receive any such addenda will not relieve said Proposer from any obligation under his Proposal as submitted.
- c. Proposers are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the City of Salisbury intends to issue an amendment reflecting an oral statement made by any employee, contact Jennifer L. Miller, Director of Procurement, at 410-548-3190 during normal business hours.

- d. The Assistant Director of Internal Services—Procurement Department, reserves the right to postpone the proposal opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

#### 4.13 Insurance Requirements

- a. **ON ALL LIABILITY INSURANCE POLICIES, CITY OF SALISBURY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.**
- b. Unless otherwise required by Special Conditions for this Invitation to Proposal, if a contract is awarded, the firm will be required to purchase and maintain during the life of the contract the following types and amounts of insurance (at minimum).
- c. Comprehensive General Commercial Liability: \$1,000,000 (One million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit will apply separately to the project/location or the general aggregate will be twice the required occurrence limit.
- d. Comprehensive Automobile Liability: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage.
- e. Workers Compensation and Employer's Liability: Worker's Compensation as required by the Code of the State of Maryland and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.
- f. The Proposers will provide the City with certificates of insurance evidencing the coverage required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Proposer must provide certificates of insurance before commencing work in conjunction with the contract.
- g. **THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE FIRM OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE FIRM IN THE CONTRACT AWARDED, OR FOR WHICH THE FIRM MAY BE LIABLE BY LAW OR OTHERWISE.**
- h. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Firm to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal

Services–Procurement Division at the address listed in solicitation. The Firm/Vendor agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in damage that may happen in connection with and during the performance of the contract including, but not limited to, claims under the Worker’s Compensation Act.

4.14 Cancellation of the Proposal Document/Rejection of All Proposals

- a. The City may, at its sole discretion, cancel this Proposal Document, in whole or in part, or reject all Proposal Documents submitted when this action is determined to be in the best interest of the City.

4.15 Evaluation Criteria

- a. The following table shows evaluation criteria:

Weighting factor	Criterion
50%	The monetary value offered for the Property.
25%	Use and redevelopment of Property or Properties as defined by the proposer in the proposal documents.
20%	Balance sheet provides evidence the entity’s liquidity is above industry standards and the Income Statement provides evidence of sustainable cash flows. Project Cash Flows = Cash Flow for the project provides evidence the project is fundable and sustainable.
5%	Such other and further factors as the Advisory Committee may wish to consider.

Each Developer will be rated for each criterion on a scale of zero to four as described below.

Unacceptable 0  
Poor 1  
Fair 2  
Good 3  
Superior 4

A Developer’s final grade will be the sum of each criterion’s rating multiplied by the weighting factor listed above.

**END OF SECTION**



## **SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL RFP 15-17**

Date: \_\_\_\_\_

To Whom It May Concern:

We hereby submit our proposal for City owned property, described as Parking Lot #16 and Salisbury Green as indicated in the Proposal Documents.

Having carefully examined the Proposal Document 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 for **Parking Lot #16, 206 E. Market Street** \$ \_\_\_\_\_

Proposal Amount for **Salisbury Green, 200 E. Market Street** \$ \_\_\_\_\_

Firm Name

\_\_\_\_\_

Firm Address

\_\_\_\_\_

City/State/Zip

\_\_\_\_\_ Telephone

\_\_\_\_\_ Fax

\_\_\_\_\_ Email

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

## **SECTION 6: REQUIRED FORMS–DEVELOPER’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 Developer of:

\_\_\_\_\_  
(Name of Firm) whose  
address is:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip)

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

Except as described below, neither I nor the above Developer, 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 State or any county, bi-county or multi-county agency, or subdivision of the State 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 Developer, and the sentence or disposition, if any.)

\_\_\_\_\_  
\_\_\_\_\_  
I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded 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 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 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY 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 firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (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 firm 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.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (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 proposing 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 Salisbury 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 Salisbury 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 Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**AFFIX CORPORATE SEAL HERE**

## **SECTION 8: REQUIRED FORMS - 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 Document;
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 Document is genuine and is not a collusive or sham Proposal Document;
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 Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing 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 Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document 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 Document 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	By: _____ Signature
_____ Witness	_____ Printed Name
	_____ Title

## **SECTION 9: RESOURCES**

### 9.1 Links to Additional Resources

- a. Downtown Revitalization Plan:  
<http://www.ci.salisbury.md.us/business/downtown-revitalization>.
- b. Salisbury's Plan for Infrastructure Investments 2017-2021:  
<http://www.ci.salisbury.md.us/wp-content/uploads/2013/07/Salisbury-CIP-FY17-FY21.pdf>
- c. Salisbury's Mainstreet Master Plan: [http://www.ci.salisbury.md.us/wp-content/uploads/2012/10/2014.07.23-Main-Street-Masterplan\\_SACC-Meeting-AMT-PPT2.pdf](http://www.ci.salisbury.md.us/wp-content/uploads/2012/10/2014.07.23-Main-Street-Masterplan_SACC-Meeting-AMT-PPT2.pdf)

Search Result for WICOMICO COUNTY

<a href="#">View Map</a>		<a href="#">View GroundRent Redemption</a>		<a href="#">View GroundRent Registration</a>	
<b>Account Identifier:</b>		<b>District - 05 Account Number - 057825</b>			
<b>Owner Information</b>					
<b>Owner Name:</b>		<b>SALISBURY CITY OF</b>		<b>Use:</b>	<b>EXEMPT COMMERCIAL</b>
<b>Mailing Address:</b>		<b>125 N DIVISION ST SALISBURY MD 21801-5030</b>		<b>Principal Residence:</b>	<b>NO</b>
				<b>Deed Reference:</b>	<b>/00888/ 00706</b>
<b>Location &amp; Structure Information</b>					
<b>Premises Address:</b>		<b>200 E MARKET ST SALISBURY 21801-0000</b>		<b>Legal Description:</b>	<b>BL I L 76 77 78 200-202-204 MARKET ST CITY OF SALIS</b>
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section: Block: Lot:</b>
0107	0015	0901		0000	I
					<b>Assessment Year:</b>
					2017
					<b>Plat No:</b>
					Plat Ref:
<b>Special Tax Areas:</b>			<b>Town: SALISBURY</b>		
			<b>Ad Valorem:</b>		
			<b>Tax Class:</b>		
<b>Primary Structure Built</b>	<b>Above Grade Living Area</b>	<b>Finished Basement Area</b>	<b>Property Land Area</b>	<b>County Use</b>	
			14,489 SF		
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage Last Major Renovation</b>
<b>Value Information</b>					
	<b>Base Value</b>	<b>Value As of 01/01/2017</b>	<b>Phase-in Assessments As of 07/01/2016 As of 07/01/2017</b>		
<b>Land:</b>	165,100	173,800			
<b>Improvements</b>	0	0			
<b>Total:</b>	165,100	173,800	165,100	168,000	
<b>Preferential Land:</b>	0			0	
<b>Transfer Information</b>					
<b>Seller: MARKET VILLAGE CORP</b>		<b>Date: 12/09/1977</b>		<b>Price: \$0</b>	
<b>Type: ARMS LENGTH IMPROVED</b>		<b>Deed1: /00888/ 00706</b>		<b>Deed2:</b>	
<b>Seller:</b>		<b>Date:</b>		<b>Price:</b>	
<b>Type:</b>		<b>Deed1:</b>		<b>Deed2:</b>	
<b>Seller:</b>		<b>Date:</b>		<b>Price:</b>	
<b>Type:</b>		<b>Deed1:</b>		<b>Deed2:</b>	
<b>Exemption Information</b>					
<b>Partial Exempt Assessments:</b>	<b>Class</b>	<b>07/01/2016</b>	<b>07/01/2017</b>		
<b>County:</b>	680	165,100.00	168,000.00		
<b>State:</b>	680	165,100.00	168,000.00		
<b>Municipal:</b>	680	165,100.00	168,000.00	165,100.00 168,000.00	
<b>Tax Exempt:</b>		<b>Special Tax Recapture:</b>			
<b>Exempt Class:</b>		<b>NONE</b>			
<b>Homestead Application Information</b>					
<b>Homestead Application Status: No Application</b>					
<b>Homeowners' Tax Credit Application Information</b>					
<b>Homeowners' Tax Credit Application Status: No Application</b>			<b>Date:</b>		

2. The data was generated from the records of the Wicomico County Real Property Tax and Assessment Department. The data is provided for informational purposes only and does not constitute a warranty of accuracy. While we have confidence in



Search Result for WICOMICO COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
<b>Account Identifier:</b>		<b>District - 05 Account Number - 013216</b>			
<b>Owner Information</b>					
<b>Owner Name:</b>		SALISBURY CITY OF		<b>Use:</b>	EXEMPT COMMERCIAL
<b>Mailing Address:</b>		125 N DIVISION ST SALISBURY MD 21801-5030		<b>Principal Residence:</b>	NO
				<b>Deed Reference:</b>	/00894/ 00052
<b>Location &amp; Structure Information</b>					
<b>Premises Address:</b>		206 E MARKET ST SALISBURY 21801-0000		<b>Legal Description:</b>	L-336X97&75.5X31 AV 206-300 E MARKET STREET CITY OF SALIS
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section: Block: Lot: Assessment Year: Plat No: Plat Ref:</b>
0107	0015	0902		0000	2017
<b>Special Tax Areas:</b>		<b>Town:</b>		SALISBURY	
		<b>Ad Valorem:</b>			
		<b>Tax Class:</b>			
<b>Primary Structure Built</b>	<b>Above Grade Living Area</b>	<b>Finished Basement Area</b>	<b>Property Land Area</b>	<b>County Use</b>	
			34,144 SF		
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage Last Major Renovation</b>
<b>Value Information</b>					
	<b>Base Value</b>	<b>Value As of 01/01/2017</b>	<b>Phase-in Assessments As of 07/01/2016 As of 07/01/2017</b>		
<b>Land:</b>	324,300	341,400			
<b>Improvements</b>	0	0			
<b>Total:</b>	324,300	341,400	324,300	330,000	
<b>Preferential Land:</b>	0			0	
<b>Transfer Information</b>					
<b>Seller: SALISBURY, CITY OF</b>		<b>Date: 07/14/1978</b>		<b>Price: \$0</b>	
<b>Type: NON-ARMS LENGTH OTHER</b>		<b>Deed1: /00894/ 00052</b>		<b>Deed2:</b>	
<b>Seller: LARMAR CORP</b>		<b>Date: 03/03/1978</b>		<b>Price: \$240,000</b>	
<b>Type: ARMS LENGTH IMPROVED</b>		<b>Deed1: /00000/ 00052</b>		<b>Deed2:</b>	
<b>Seller:</b>		<b>Date:</b>		<b>Price:</b>	
<b>Type:</b>		<b>Deed1:</b>		<b>Deed2:</b>	
<b>Exemption Information</b>					
<b>Partial Exempt Assessments:</b>	<b>Class</b>	<b>07/01/2016</b>	<b>07/01/2017</b>		
<b>County:</b>	680	324,300.00	330,000.00		
<b>State:</b>	680	324,300.00	330,000.00		
<b>Municipal:</b>	680	324,300.00	330,000.00	324,300.00 330,000.00	
<b>Tax Exempt:</b>		<b>Special Tax Recapture:</b>			
<b>Exempt Class:</b>		NONE			
<b>Homestead Application Information</b>					
<b>Homestead Application Status: No Application</b>					
<b>Homeowners' Tax Credit Application Information</b>					
<b>Homeowners' Tax Credit Application Status: No Application</b>		<b>Date:</b>			

2. The Maryland Department of General Services, Office of Information Technology, is responsible for maintaining the integrity of the data. While we have confidence in

LIBER 894 PAGE 52  
THIS DEED, Made this 3rd day of March, in the year

Nineteen Hundred and Seventy Eight, by Larmar Corporation, a body corporate of the State of Maryland,

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said Larmar Corporation, as aforesaid, does hereby grant and convey unto The City of Salisbury, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple, ALL that lot or parcel of land, situate, lying and being in the City of Salisbury, in Parsons Election District, Wicomico County, Maryland, and on the Southerly side of and binding upon Market Street and on the Northerly side of and binding upon the east branch of the Wicomico River and having a frontage on said Market Street of 411.44 feet and extending back therefrom along the Easterly line thereof to a depth of 97.4 feet and extending back therefrom along the Westerly line thereof to a depth of 97.4 feet and having a width in the rear by and along the Wicomico River of 411.44 feet and containing 38,962 square feet of land, more or less, and being more particularly shown and designated as Parcel P-3, on plat entitled "Urban River & Market St. Right of Way", approved by Philip C. Cooper, City Engineer, on July 11, 1977 and recorded among the Land Records for Wicomico County, Maryland, in Plat Book Liber A.J.S. No. 5, Folio 20, and being in all respects the same land which was conveyed unto the said Larmar Corporation by the following three deeds: (1) From Cecelia M. Goldman and husband, dated January 2, 1959 and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 446, Folio 348, (2) From Ellet A. Lewis and wife by deed dated January 22, 1948 and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 294, Folio 287 and (3) From Bertha McGrath Lewis by deed dated July 1, 1950 and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 318, Folio 187.

REFERENCE to the aforesaid deeds and plat is hereby made for a more definite description of the proeprty hereby granted and conveyed, or for any other purpose to the same extent as though herein more fully set forth.

RICHARDSON, ~~REDACTED~~,  
ANDERSON & HELAND  
ATTORNEYS AT LAW  
RICHARDSON BUILDING  
SALISBURY, MARYLAND

21801

(301) 742-8744

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TOGETHER with the buildings and improvements thereon and all the rights, ways, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto The City of Salisbury, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple.

AND the said Larmar Corporation, as aforesaid, hereby covenants that it has done no act to encumber said land, that it will warrant specially the property hereby granted and conveyed, and that it will execute such other and further assurances of the same as may be requisite.

AS WITNESS the due execution hereof the day and year first before

Written

ATTEST

LARMAR CORPORATION

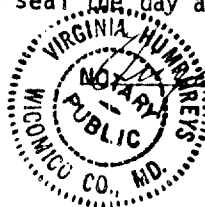
Frances Landing  
Frances Landing, Secretary

BY Oscar L. Carey  
Oscar L. Carey, President

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 3rd day of March, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, aforesaid, personally appeared Oscar L. Carey, who acknowledged himself to be the President of Larmar Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as President, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of Larmar Corporation.

AS WITNESS my hand and seal the day and year first above written.



Notary Public

RICHARDSON, ~~REMOVED~~  
ANDERSON & HELAND  
ATTORNEYS AT LAW  
RICHARDSON BUILDING  
SALISBURY, MARYLAND  
21801  
(301) 742-8744

008\*\*\*\*\* 098822 8 81-1-WM  
008\*\*\*\*\* 098822 \* 81-1-WM

Received for Record Mar 3, 1978 and recorded in the  
Land Records of Wicomico County, Maryland in Liber A.J.S.  
No. 894, Folios 52-53

A. James Smith Clerk

F. + Hel. W.C. Anderson, atty. 3/9/78

LIBER 888 PAGE 706

THIS DEED, Made this 6th day of December, 1977, by Market Village Corporation, a body corporate of the State of Maryland,

## W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said Market Village Corporation, as aforesaid, does hereby grant and convey unto The City of Salisbury, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple, All that lot or parcel of land, situate, lying and being in the City of Salisbury, in Parsons Election District, Wicomico County, Maryland, and on the Southerly side of and binding upon Market Street and on the Northerly side of and binding upon the South Prong of the Wicomico River and having a frontage thereon of 51.43 feet and extending back therefrom along the Easterly line to East Market Street a distance of 97.4 feet and extending back therefrom along the Westerly line to East Market Street a distance of 97.4 feet and having a frontage on East Market Street of 51.43 feet and containing 4870 square feet of land, more or less, and being more particularly shown and designated as Parcel P. 5, on plat entitled "Urban River - Market St. Right-of-Way", approved by Philip C. Cooper, City Engineer, on July 11, 1977 and recorded among the Land Records for Wicomico County, Maryland, in Plat Book Liber A.J.S. No. 5, Folio 20, and being in all respects the same land which was conveyed unto Market Village Corporation by deed from Peninsula Properties, Inc. dated April 1, 1975 and recorded among the Land Records for Wicomico County, Maryland, in Liber A.J.S. No. 835, Folio 270.

REFERENCE to said deed, plat and to preceding deeds of the property hereby conveyed and to the references contained therein is hereby made a part hereof as if herein fully set forth.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

RICHARDSON, ~~ANDERSON~~  
ANDERSON & HELAND  
ATTORNEYS AT LAW  
RICHARDSON BUILDING  
SALISBURY, MARYLAND  
21801  
(301) 742-8744

LNIR 888 PAGE 707

TO HAVE AND TO HOLD the parcel of land hereinabove described unto and to the use of the City of Salisbury, its successors and assigns, forever in fee simple.

AND the said Market Village Corporation, as aforesaid, does hereby covenant that it has done no act to encumber said land, that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances thereof as may be requisite.

AS WITNESS the due execution hereof the day and year first before written.

ATTEST:

William B. Hughes by Vita H. Lewis, (SEAL) Pres. Market Village Corporation

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I HEREBY CERTIFY that on this 6th day of December, 1977, before me, the undersigned officer, personally appeared Vita H. Lewis, President, of Market Village Corporation, and on behalf of Market Village Corporation he did acknowledge the foregoing deed to be the act and deed of said body corporate, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of said corporation.

AS WITNESS my hand and seal the day and year first before written.

Margaret H. Lewis  
Notary Public

RICHARDSON, ~~REDACTED~~,  
ANDERSON & HELAND  
ATTORNEYS AT LAW  
RICHARDSON BUILDING  
SALISBURY, MARYLAND  
21801

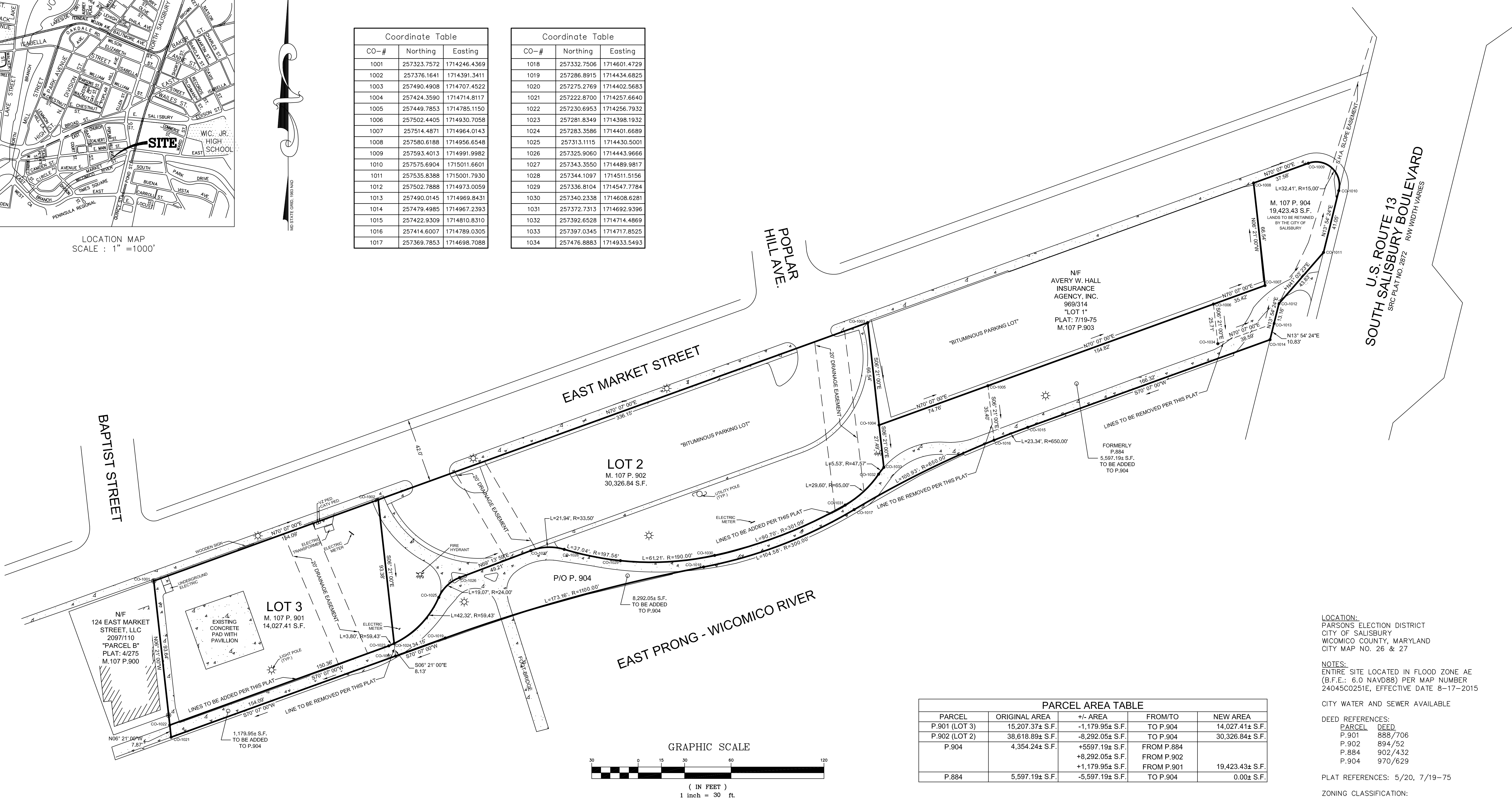
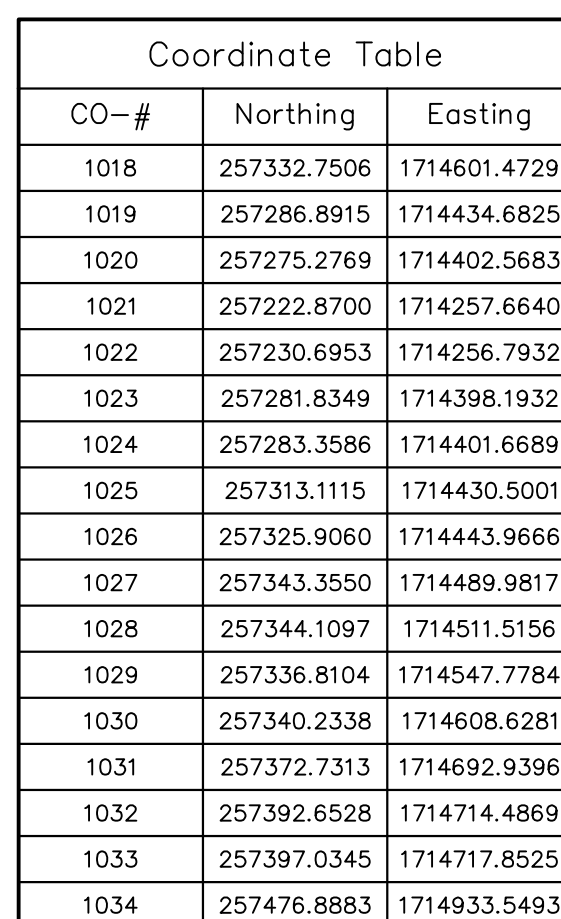
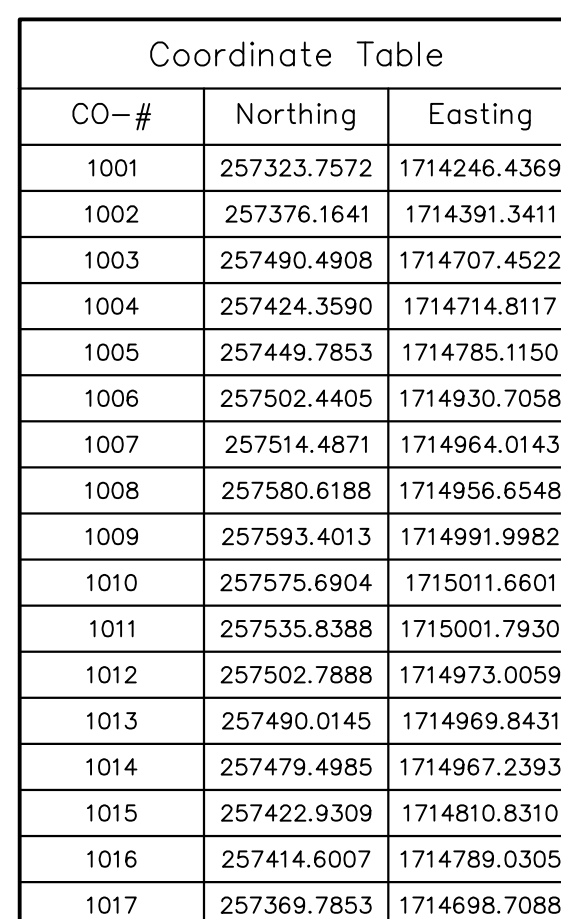
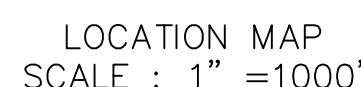
(301) 742-8744

DEC-9-77 \* 22619 8.00  
DEC-9-77 \* 22619 8.00

Received for Record Dec 9, 1977 and recorded in the  
Land Records of Wicomico County, Maryland in Liber A.J.S.  
No. 888, Folios 206-207  
W. C. A. Smith Clerk

W. C. A. Smith, atty. 1/12/78





LOCATION:  
PARSONS ELECTION DISTRICT  
CITY OF SALISBURY  
WICOMICO COUNTY, MARYLAND  
CITY MAP NO. 26 & 27

NOTES:  
ENTIRE SITE LOCATED IN FLOOD ZONE AE  
(B.F.E.: 6.0 NAVD88) PER MAP NUMBER  
24045C0251E, EFFECTIVE DATE 8-17-2015

CITY WATER AND SEWER AVAILABLE

DEED REFERENCES:

<u>PARCEL</u>	<u>DEED</u>
P.901	888/706
P.902	894/52
P.884	902/432
P.904	970/629

PLAT REFERENCES: 5/20, 7/19-75

ZONING CLASSIFICATION:  
CBD – CENTRAL BUSINESS DISTRICT

## GENERAL NOTES

1. Water and sewer capacity exists and will be reserved for this subdivision; subject to Municipal, State and Federal laws and regulations.
2. Private irrigation lines shall not be installed in City right-of-ways or easements without written approval of Salisbury Public Works.
3. Owner/Developer, and subsequent Owners, their successors and assigns, shall not modify the individual lot grading plans and/or the Improvements Construction Plan, as approved by the Salisbury Public Works, with construction, grading, or landscaping.
4. No construction of any structural improvements, plant trees, shrubs or place any landscaping other than grass in or on the easement area, including in the air rights over the easement hereby conveyed permitted, without the prior written consent of the City of Salisbury.
5. All City utilities, such as but not limited to, electric, telephone, gas and C.A.T.V. shall be installed outside the City of Salisbury Utility Easement unless written consent is obtained from the City of Salisbury.

### Professional Certification

Professional Certification  
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed land surveyor under the laws of the State of Maryland, License No. 21358 , Expiration Date: 07/17/2019 .

City of Salisbury, owner.	Date
Jacob R. Day, Mayor	

Leslie C. Sherrill, Prof. Land Surveyor  
Lic. No. 21358 (Lic. Renewal Date: 07/17/2019)

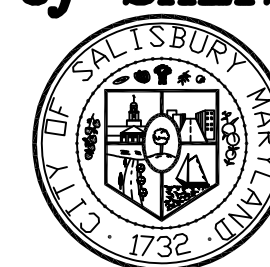
## APPROVALS

<p>FOREST CONSERVATION NOTE: THIS PLAT IS EXEMPT FROM THE FOREST CONSERVATION ACT ACCORDING TO CHAPTER 126-4, ARTICLE III(B)(5)(a)) OF THE WICOMICO COUNTY CODE. "BOUNDARY LINE ADJUSTMENT" REF. FCA (C)# _____</p>	<p>Planning &amp; Zoning</p>
<p>Wicomico County Health Department</p>	<p>Director _____ Date _____</p> <p>Dept. of Public Works</p>
<p>_____ Date _____</p>	<p>Director _____ Date _____</p>

## RESUBDIVISION

LANDS OF

**CITY OF SALISBURY, MD**  
MAP 107, PARCELS 884, 901, 902 & 904  
(KNOWN AS "SALISBURY GREENS" AND "PARKING LOT 16")



DEPARTMENT OF PUBLIC WORKS

DWG. NO.	DCA-17-015
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DATE:  
06/23/2017