



REQUEST FOR QUALIFICATIONS NO. Q1578.15

DATE ISSUED: December 26, 2014

CATALYST PROJECT #1 – OFFICE DEVELOPMENT & RECRUITMENT

**INVITATION TO SUBMIT REQUEST FOR QUALIFICATIONS
BY**

**CITY OF HAGERSTOWN
FINANCE DEPARTMENT
1 EAST FRANKLIN STREET, 4TH FLOOR
HAGERSTOWN MD 21740**

SUBMIT RFQ TO:	City of Hagerstown Office of the City Clerk 1 East Franklin Street, 2 nd Floor Hagerstown MD 21740
SUBMISSION DEADLINE	No later than 2:00 p.m., Monday, March 2, 2015
PRE- QUALIFICATIONS MEETING:	N/A
BID BOND:	NONE REQUIRED

December 26, 2014

QUALIFICATIONS Q1578.15

Catalyst Project #1 – Office Development & Recruitment

The City of Hagerstown (“City”) is issuing this Request for Qualifications (“RFQ”) for experienced office developers to become the developer/partner with the City on an office development/recruitment of new office users project in Hagerstown’s City Center.

All inquires should be directed, in writing, to Erica Bonilla, Accountant, 1 East Franklin Street, Hagerstown, Maryland 21740. Telephone 301-739-8577, ext. 188 or by email at ebonilla@hagerstownmd.org.

Sealed Request for Qualifications will be received at the Office of the City Clerk, City Hall, 1 East Franklin Street, Hagerstown, Maryland 21740, until 2:00 p.m., Monday, March 2, 2015. All Request for Qualifications must be sealed and marked: “REQUEST FOR QUALIFICATIONS Q1578.15 – Catalyst Project #1 – Office Development & Recruitment.”

The City of Hagerstown will not assume the responsibility for any submittals mailed or delivered to any address other than: *Office of the City Clerk, 1 East Franklin Street, Hagerstown, Maryland 21740.*

The City of Hagerstown shall make positive efforts to utilize Disadvantaged Business Enterprises for its negotiated partnership. The City of Hagerstown does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or provision of services.

Attachment 1 General Conditions and Instructions to Bidders is required to be provided. Some conditions may apply to this Request for Qualifications; however, not all conditions are applicable for this Request for Qualifications.

The City of Hagerstown reserves the right to accept RFQs individually or collectively, to accept or reject any or all RFQs, waive any informalities, and take whatever action is to the best interest of the City of Hagerstown.

CITY OF HAGERSTOWN

Erica Bonilla
Finance Department

cc: Donna Spickler, City Clerk

Qualifications Q1578.15

Catalyst Project #1 – Office Development & Recruitment

Introduction

The City of Hagerstown is aggressively pursuing the revitalization of its City Center based on the City's 2012 Sustainable Community Plan (SCP), which envisions City Center as the commercial, institutional, and cultural center of the region. During 2014, the City retained a consultant-- Urban Partners-- to undertake an economic analysis of the Downtown and to identify eight catalyst initiatives to generate momentum and investment. These eight catalyst projects and programs constitute the **Community's City Center Plan**, the implementation of which has been strongly endorsed by the Hagerstown Mayor and Council.

The Community's City Center Plan is the result of broad community input with the City and Urban Partners spending more than 130 hours collecting feedback from the community. This feedback was received in the form of individual interviews with stakeholders, focus group meetings, and a public input meeting. In June, about 100 people participated in a presentation to learn more about the plan and steps already taken towards implementation. In October, more than 50 people participated in a walking tour and charette with the City's consultants, Mahan Rykiel Associates, to formulate design ideas for the linking trail recommended in the plan. We are continuing our community engagement throughout the implementation of the plan as we recognize community understanding and involvement is key to our success.

The Community's City Center Plan provides a 10-year roadmap for eight catalyst projects along with detailed annual steps for making these concepts a reality. The projects would spur \$125 million in new investment downtown; it is projected private developers would invest 75% of the cost while the remaining investment would come from all levels of government. Furthermore, our community would gain 875 new permanent jobs through the execution of the plan. Based on the economic analysis report conducted by our partner firm, Urban Partners, all eight projects are feasible.

New Development Initiatives

1. Strategy for Office Development & Recruitment
2. Maryland Theatre Expansion Project
3. University System of Maryland Center at Hagerstown (USMH) Expansion Support Strategy
4. Hotel/Conference Center & Heritage Center/Commemorative Park
5. Linking City Park/Washington County Museum of Fine Arts (WCMFA) and Arts & Entertainment District with Trail and New Housing

Expansion of Projects Currently Underway

6. Expanded Downtown Arts/Events Programming Strategy
7. Expanded Operations of the City Farmers Market
8. Expanded & Targeted Home Ownership Support Strategies

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Catalyst Project #1 – Office Development & Recruitment

Introduction (Continued)

A summary of the Community's City Center Plan and an Action Report of Implementation Steps completed to date are included as Attachment 1. The full plan can be reviewed on the City web site at www.hagerstownmd.org.

Catalyst Project #1 targets office development in City Center and the recruitment of new office users. This project positions the Downtown to use portions of the City-owned 3.1 acre Central Parking Lot, as well as the site of the current M & T Bank branch at 32 N. Potomac, as sites for new Class A office development.

To implement this initiative, the City intends on forming a partnership with an experienced developer selected through this competitive process. The City will provide a substantial incentive package for the project and facilitate securement of other State and County incentive programs. The selected developer will market potential office sites on the Central Parking Lot, recruit tenants, and be ready to commence construction immediately upon receiving a commitment from a prospective office user. The project anticipates construction of 154,000 sf of Class A office or mixed-use space.

Through this Request for Qualifications, the City of Hagerstown is soliciting the interest of experienced office developers to become that developer/partner.

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Catalyst Project #1 – Office Development & Recruitment

About City Center Hagerstown

Hagerstown is a city of 39,662 founded in 1762, located at the heart of a suburban metro area with a total approximate population of 90,000. Hagerstown's City Center developed during a booming economic era in the late 19th and early 20th century and still contains today the civic, mixed-use and commercial architecture of this era in a pedestrian-friendly atmosphere. Of the 525 buildings in the City Center,

- 43% are commercial or mixed-use,
- 50% are residential (currently, approximately 1,400 occupy-able dwelling units),
- 6% are public or private institutions, and
- less than 2% are industrial.

As the Hub City, Hagerstown developed with an extensive transportation network with all roads and railroads leading to Hagerstown. Today, freight rail remains active through Hagerstown, two interstate highways (I-70 and I-81) intersect in our metro area, and the Hagerstown Regional Airport is just to the north of us.

Because Hagerstown is the county seat, the City Center maintains a sizeable share of government offices and government-related services. In 2012, there were 3,293 employees working in the City Center with 35% of them in public administration and 21% in professional services.

The City Center area contains the most significant concentration of arts, culture, education, and entertainment facilities in the region, being home to:

- the Maryland Theatre,
- Maryland Symphony Orchestra,
- Washington County Museum of Fine Arts (WCMFA),
- University System of Maryland Center at Hagerstown (USMH),
- Barbara Ingram School for the Arts (BISFA),
- Washington County Arts Council, and
- the Fletcher Branch of the Washington County Free Library.

Additionally, the downtown hosts many popular special events, including the Western Maryland Blues Fest and Augustoberfest (our German heritage festival). Attachment 2 highlights other assets in the City Center.

The City, our downtown partners, and private sector investors have been engaged in much positive activity over the past ten years to make the downtown more vital.

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Catalyst Project #1 – Office Development & Recruitment

About City Center Hagerstown (Continued)

This investment activity in the City Center over the past 10 years resulted in \$71.8 million of public and private investment in capital projects completed and \$7.57 million under construction by the end of 2013.

Significant projects include the following:

- University System of Maryland Center at Hagerstown in 2002 to 2005 - \$13.5 million
- Barbara Ingram School of Fine Arts in 2007 to 2009 - \$10.6 million
- Private Building Renovations through the Partners in Economic Progress (PEP) Program - \$9.3 million in completed projects and \$11 million in projects underway. (data through 2014)
- Washington County Free Library Central Branch and Western Maryland Library - \$22 million

As illustrated on Attachment 3, in the past ten years,

- 16 buildings have been renovated,
- six storefront spaces upgraded,
- two hospital buildings demolished for future redevelopment, and
- two blighted properties acquired for future rehabilitation (which included demolition of an old derelict motel).

The renovations created upgraded spaces for:

- seven restaurants,
- two retail shops,
- 27 offices,
- one museum,
- one theater,
- one Church expansion,
- 29 dwelling units.

In addition, several public infrastructure improvements were made including:

- a new parking deck,
- a new parking lot,
- a new public park,
- six streetscape enhancements,
- two alley enhancements, and
- a transit center.

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Catalyst Project #1 – Office Development & Recruitment

About City Center Hagerstown (Continued)

78% of the development activity investment in the City Center was by the public sector in this time period. As a result of the City's more recent financial incentive programs, 96% of the under-construction investments involve public-private partnerships. It is a City goal to see a greater percentage of activity by the private sector in downtown development activity in the future. As a means of facilitating this goal and removing barriers to private sector investment, the City created a rich portfolio of Invest Hagerstown incentive programs and has been increasing activity in acquisitions and building upgrades on blighted properties. The City-owned commercial properties and surface parking lots in the City Center are viewed by the City as temporary holdings for future acquisition and/or development by the private sector. Our activities in this area are intended to facilitate investment by the private sector. Consistent with this vision and the Community's City Center Plan, this current project anticipates utilizing portions of City-owned surface parking lots as pad sites for new Class A office development.

In recognition of the positive actions and planning which have recently taken place in Hagerstown and the momentum we have achieved for positive future success, Hagerstown was recently designated by the State of Maryland as Maryland Main Street Community. Hagerstown was also one of the first communities in Maryland with designation as a Maryland Arts & Entertainment District. The City Center is also a targeted area for funds through the Maryland Heritage Area Program and the Maryland Community Legacy Program.

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Catalyst Project #1 – Office Development & Recruitment

Description of the Opportunity

The City of Hagerstown intends on designating the selected developer/partner as the sole re-developer of identified pad sites in the Central Parking Lot subject to the use and development conditions detailed below. This developer designation will continue so long as the developer/partner continues to achieve the performance standards also detailed below. Sites will be transferred as needed to capture specific Class A office development opportunities. It is anticipated that each site transfer will provide sufficient land for the proposed building footprint as well as any needed pedestrian circulation, landscaping, service access, and documented special parking.

Should a developer be interested in exploring other properties in the City for renovation or redevelopment outside the programmatic and geographic scope of this project, City economic development staff are available to meet and discuss opportunities and available incentives to facilitate such projects.

Description of the Site and Land Control

The sites are defined as Sites A1, A2 and B on Figure 1 below. The sites are portions of the City-owned 3.1 acre Central Parking Lot and the property privately owned by M&T Bank at 32 N. Potomac Street, and land ownership is identified in Figure 1.

The City of Hagerstown will make available the City-owned Site A1 and Site B free of cost as the City's contribution to the project. Any subsequent land transfers of City-owned property within the Central Parking Lot will be considered through the City's Competitive Negotiated Sales Process of City-owned property.

The availability of the privately-owned, M&T Bank property is subject to direct, acquisition negotiations between the selected developer and M&T Bank. M&T Bank is conceptually supportive of the project and is open to direct negotiations.

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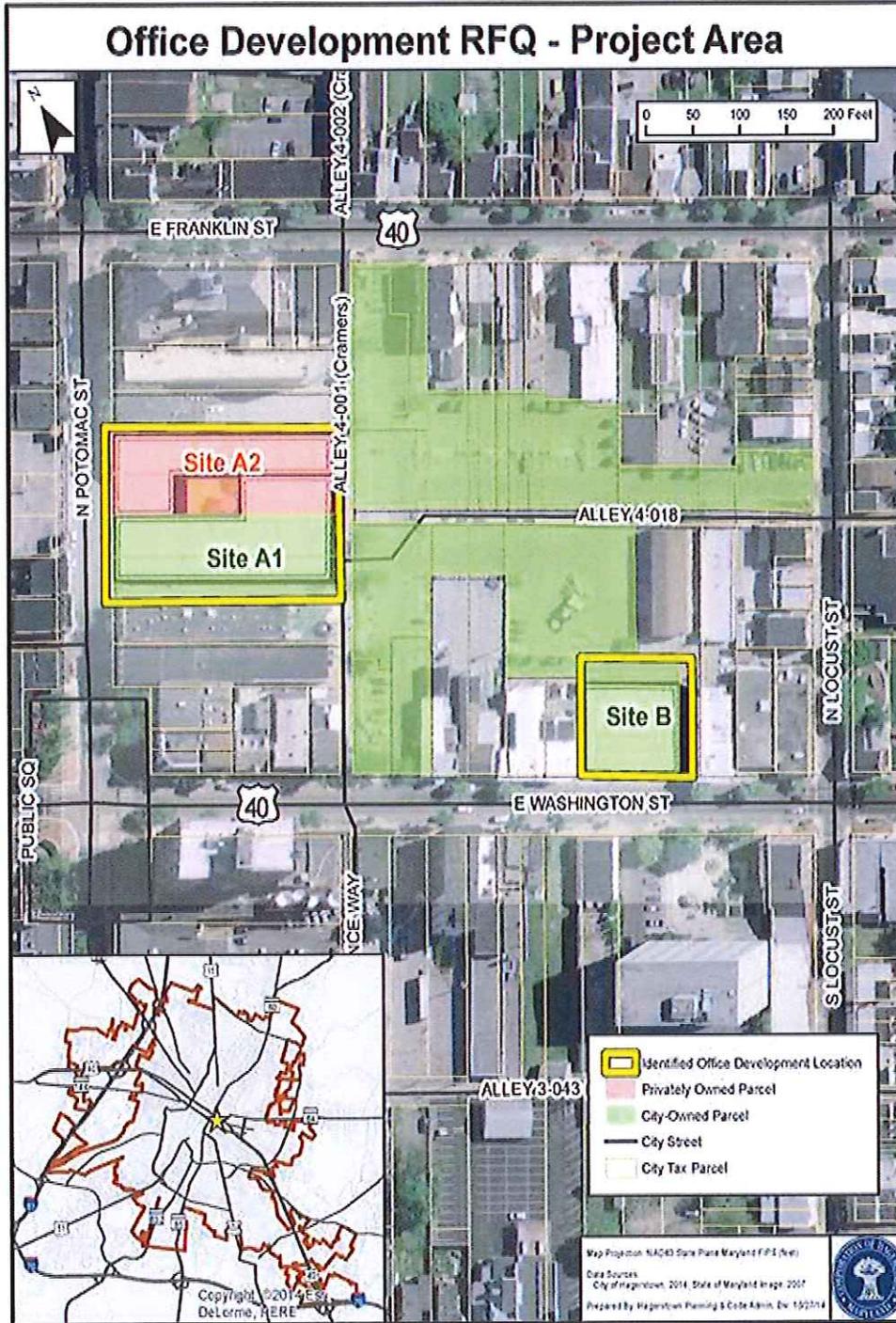


Figure 1

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Catalyst Project #1 – Office Development & Recruitment

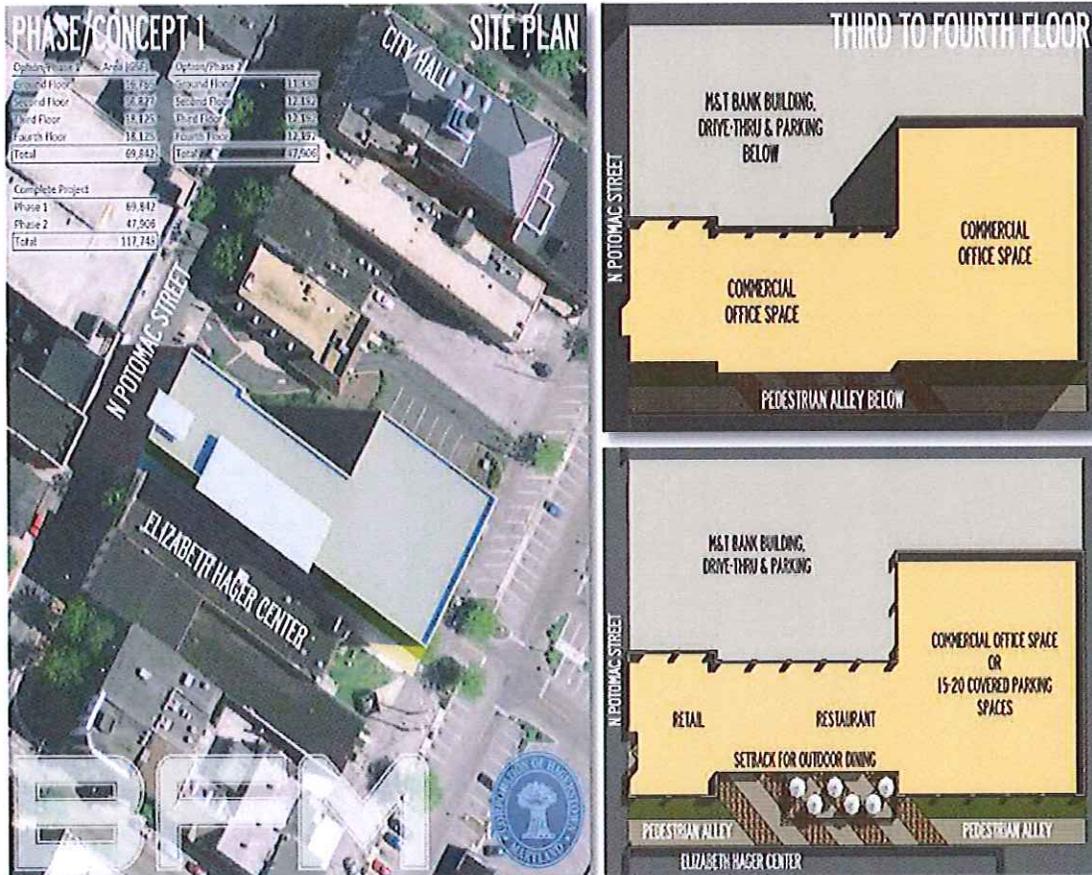
Building Scale & Conceptual Renderings

Sites A1 & A2 – Site A1 is comprised of City-owned property and Site A2 is comprised of property privately-owned by M&T Bank. Conceptual renderings for Sites A1 & A2 show one building that may be built in two phases:

- Phase 1 concept could allow for a 4-story, approximate 70,000 sf Class A building.
- Phase 2 concept could allow an additional 4-story, approximate 48,000 sf Class A building.
- Total Phase 1 & 2 concept could allow for a 4 story, approximate 118,000 total sf Class A building.

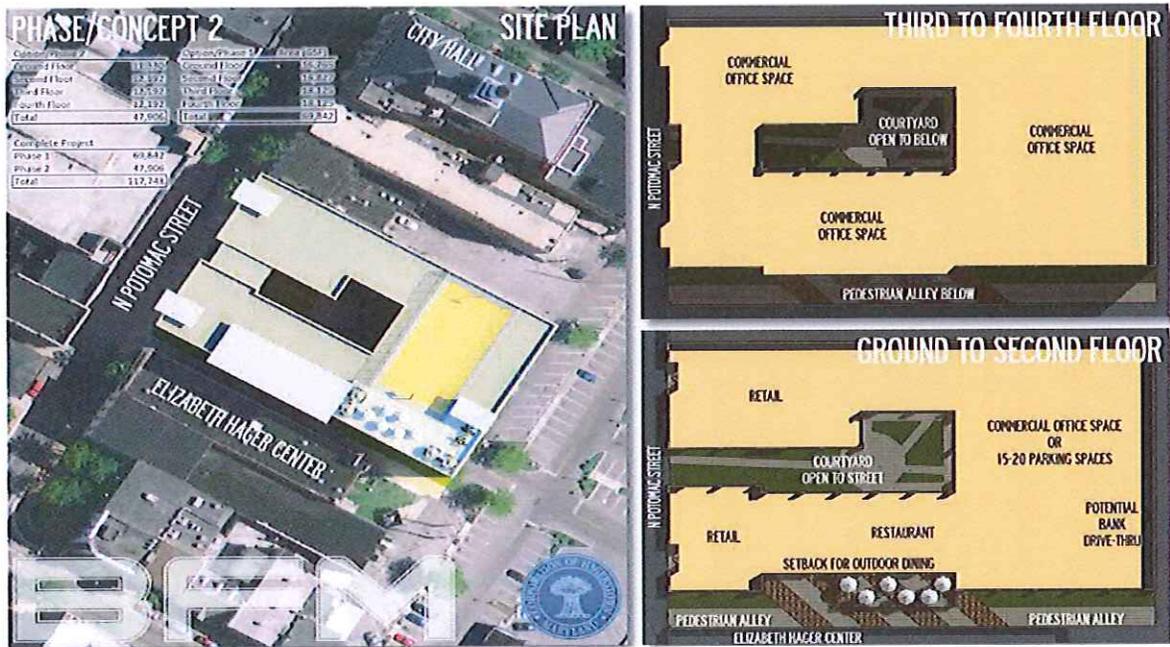
The full package of concept renderings is included as Attachment 4.

Site B – Site B is all City-owned property. The site could allow for a 4-story, approximate 36,000 sf Class A building. There are no concept renderings for Site B.



Site A1 & A2 - Phase 1 Concept

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Site A1 & A2 - Phase 2 Concept



Site A1 & A2 - Street Level Concept Rendering

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Catalyst Project #1 – Office Development & Recruitment

Allowable Uses and Site Development Guidelines

The primary objective of this effort is to provide modern competitive Class A office space, scaled and oriented to support a vibrant downtown pedestrian environment. All buildings constructed under this agreement must be a minimum of four stories high; maximum allowed building height is 7 stories, or 8-12 stories with a special exception. So long as there is sufficient frontage to accommodate the proposed buildings, the buildings must be built up to the sidewalk on Potomac or Washington Streets, or setback no more than 15 feet to accommodate sidewalk dining areas or an entrance feature. The ground floor tenant spaces (of depth of at least 40 feet) fronting on Potomac and Washington Streets must be occupied by active pedestrian traffic-generating uses of restaurants, retail, bars, art galleries, performing or visual arts studios, fitness centers, banks, etc. Storefront spaces shall not be occupied by offices or other low-intensity uses. First floor drive-through booths or windows are allowed provided they are located along or off the rear alley.

The second and third floors, as well as any other (rear) first floor space, must be in office use. The priority for floors above the third floor is office use, however non-office uses will be considered with specific approval of the City of Hagerstown. Any proposed housing units would be required to be constructed to Partners in Economic Progress (PEP) program standards and all upper floor tenants are required to be of the business types identified in the eligibility criteria of the PEP program.

The purpose of the PEP program for upper floor tenants is to attract businesses to buildings that will have a positive economic impact on the City Center. Examples of such impact are job creation, creation of economic activity and foot traffic in the City Center, attracting additional businesses to the City Center, and/or contributing to the improvement of the vitality of existing businesses in the City Center. (The PEP program standards and eligibility criteria is included as Attachment 5.)

Potomac Street frontage design is subject to review by the Hagerstown Historic District Commission. In addition, the City of Hagerstown reserves the right to review and modify Washington Street façades. The site plans for the new buildings are subject to review by the Hagerstown Planning Commission. It is the intent of the City to accelerate such reviews and, at the discretion of the developer/partner, the City is prepared to undertake such reviews for pre-approval/concurrence while the developer/partner is marketing the site.

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Catalyst Project #1 – Office Development & Recruitment

Utilities

Water and wastewater utility lines are located within the public rights-of-way of the streets and/or alleys adjacent to the identified pad sites for this project. Sites A1 & A2 have 15 Equivalent Dwelling Units (EDU's) of water service allocation already (7 allocated to the parking lot and 8 allocated to M&T Bank). Site B has no water or wastewater service presently allocated.

Electric service is provided by the City of Hagerstown and the lines are located within the alleys of this block.

The sites have the potential of fiber connectivity with speeds in excess of one gigabit. There is privately-provided fiber located within 490 feet of Site A1 and A2 and within 150 feet of Site B. The City is willing to work with the developer in researching the best way to gain access to the fiber.

Parking

The City of Hagerstown will make available 280 off-street parking spaces to support the initial 70,000 sf office development(s) under this arrangement at prevailing prices. It is anticipated that these spaces will be located in the Central Parking Lot and the University District Parking Deck, however spaces could be made available in other off-street parking facilities within two blocks of the proposed office building sites. Parking assumption for the full 154,000 sf of development is 616 spaces. Parking supply for buildings beyond the first 70,000 sf is to be determined by City and developer as need is determined and capacity is assessed.

Current pricing for the University District Parking Deck is \$62 per month less a 25% discount for bulk purchase of 25 or more spaces (effectively, \$46.50 per month per space). Current pricing at the City's surface parking lots is \$48 per month with the same discount bulk purchasing package possible for this project.

Once the capacity of existing off-street facilities is exhausted, it is the intention of the City to construct additional off-street parking facilities within walking distance of these proposed office sites.

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Catalyst Project #1 – Office Development & Recruitment

Available Office Development Incentives

Available economic incentives can provide significant benefit to the developer and to tenants in these new office developments. Key incentives likely to be applicable to these office buildings include:

- The City of Hagerstown First Third Grant Program, which provides a \$250,000 grant for building development. Funding has been reserved by the Mayor and City Council for the first building constructed under this project.
- The City of Hagerstown Partners in Economic Progress (PEP) Program real estate tax grant-back applicable to Years 1 through 5. This grant-back would supplement the Enterprise Zone Tax Abatement by rebating City taxes each year based on the full base assessment and 20% of the change in assessment resulting from the project.
- City of Hagerstown and Washington County Enterprise Zone Real Estate Tax Abatements of 80% on the change in assessed value in Years 1 through 5; 70% in Year 6; 60% in Year 7; 50% in Year 8; 40% in Year 9; and 30% in Year 10.
- Washington County New Job Tax Credit would abate the remaining 20% of County real estate taxes in Years 1 through 5 and 26% of those taxes in Year 6.
- Maryland Enterprise Zone Income Tax Credit of \$1,000 per employee for the first year.

Collectively, these incentives would effectively reduce office rental rates by \$6.60 in Year 1; \$2.60 in Years 2 through 5; and between \$1.04 and \$2.07 in Years 6 through 10.

Additionally, the City of Hagerstown Partners in Economic Progress (PEP) Program provides other incentives to projects approved for the program, including:

- Waived permit and plan review fees and fast tracking of plan approval;
- Benefit charges waived for two Equivalent Dwelling Units (EDU's) of water and wastewater per project (at a value of \$13,800) and ability to finance any additional EDU's needed for the project;
- free and discounted parking for the first five years for a certain number of spaces depending upon the project type; and
- Upper Floor Rent Relief grant program for the first non-storefront, commercial tenants in the building in the amount of half the rent for two years at a maximum City contribution of \$12,000 per year.

Additionally, the value of the City-owned land:

- Transfer of City-owned land free of cost

In addition, certain businesses may qualify for additional tax credit or tax incentive supports from the State of Maryland.

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Catalyst Project #1 – Office Development & Recruitment

Term of Developer Designation

It is the intent of the City of Hagerstown to designate the developer/partner for a minimum period of five (5) years, subject to on-going developer documentation of aggressive efforts to recruit office users. The City of Hagerstown will reserve the right to terminate the developer partnership if agreed upon recruitment and/or other performance measures are not met during the five (5) year period. The City expects office recruitment efforts to focus on businesses not currently located in the downtown and preferably new to our county. The developer designation period may be extended for an additional agreed upon timeframe, provided the developer's efforts result in a minimum of 40,000 SF of new office development built or under construction during the initial period and the City remains satisfied with the developer's performance in recruitment.

Process for Selection/Developer Designation and Criteria for Developer Selection

Selection/Designation Process

After receipt of developer submissions, the City of Hagerstown will review these submissions and select a short list of developer/partner candidates to interview. Interviewed candidates will be ranked and a recommended candidate or candidates will be reviewed with the Mayor and Council, who will then authorize contract negotiations with the selected candidate. The selected candidate should anticipate a public presentation to the Mayor and City Council.

The City of Hagerstown and the selected candidate will then enter into a period of negotiation for a detailed contract for developer designation. Among other items, this contract will describe:

- the specific efforts to be undertaken by the developer in marketing the site,
- the required level of communication between the City and the developer,
- the responsibilities of the City in the timing of development plan reviews, the provision of parking, and transfer of land, and
- the developer's responsibility to document financial capability to complete the development.

Should the selected developer candidate and the City be unable to achieve agreement on the terms of this contract, the City will proceed to enter into negotiations with an alternate candidate subject to approval by the Mayor and Council.

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Catalyst Project #1 – Office Development & Recruitment

Selection Criteria

Criteria for ranking and selection of the developer/partner will include:

- experience in office development and recruitment of office users;
- knowledge of office markets similar to Hagerstown;
- quality of the proposed marketing/recruitment approach;
- capacity of staff assigned to this project; and
- financial capability to complete development of this type and scale.

Material to be Submitted by Interested Developers

Developer submissions are due by March 2, 2015 at 2:00 P.M. Please submit to the following address:

City of Hagerstown
2nd Floor, City Clerk's Office
1 E Franklin Street
Hagerstown, MD 21740

Entities interested in being selected as the designated developer/partner should submit the following information:

1. The name and legal description of the entity proposing to be designated developer. A detailed description of the ownership structure of that entity, identifying all individuals or other legal entities holding 5% or more ownership interest in the proposing entity ("principals"). Resumes for all principals with 5% or greater ownership.
2. A description of the experience of the entity and/or its principals in the development of Class A office buildings and campuses.
3. A description of the experience of the entity and/or its principals in Class A office development in (1) the Greater Hagerstown area and (2) the Maryland/DC/Virginia regional market.
4. Identification of the individuals that will be responsible for marketing and development of this site. Resumes for those individuals.
5. Discussion of the financial capacity of the entity and/or principals to undertake the project and evidence of undertaking a minimum \$10 million development as developer/owner elsewhere. Description of how financing would be structured—anticipated mix of debt and equity; expected sources of equity. Lender references.

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Catalyst Project #1 – Office Development & Recruitment

Selection Criteria (Continued)

6. A description of the submitter's approach to office tenant recruitment and how that approach would be applied to marketing this site. Examples of marketing materials used for other developments should be submitted. The submitter should indicate what resources (staff, financial) it plans on investing to market the site. Describe what types of office users the submitter feels would be the best initial recruitment targets.
7. A statement indicating any issues of concern for the submitter in marketing this location and/or completing development (for instance, insufficiency of parking arrangements; speed of development process and reviews).

This material should be submitted to the City Clerk's Office, 1 E. Franklin Street, Hagerstown, Maryland 21740. For questions and clarification of any details of this opportunity, please submit them in writing to Erica Bonilla in the Finance Department, 1 E. Franklin Street, Hagerstown, Maryland 21740, email: ebonilla@hagerstownmd.org. Written responses will be prepared as an addendum to the RFP and distributed to all applicants in advance of the submittal deadline.

A pre-proposal tour of the downtown and the site will be available between mid January and mid February 2015. Requests for a tour shall be in writing by January 14, 2015 to Erica Bonilla in the Finance Department, 1 E. Franklin Street, Hagerstown, Maryland 21740, email: ebonilla@hagerstownmd.org. Jill Frick, Economic Development Manager, will coordinate and arrange each pre-proposal tour.

Attachments – Table of Contents

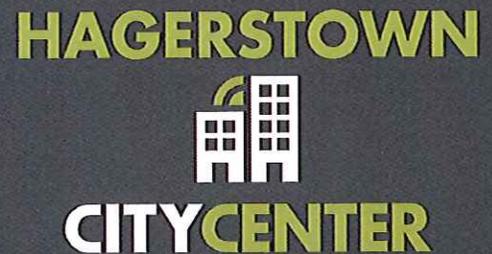
- Attachment 1 Summary of Community's City Center Plan & Action Report
- Attachment 2 Downtown Hagerstown Asset Map
- Attachment 3 City Center Development Activity, 2003-2013, map
- Attachment 4 Site A1 & A2 Concept Renderings Package
- Attachment 5 PEP program standards and eligibility criteria
- Attachment 6 Parking Data

The Community's City Center Plan

Take a look at the future of our downtown... This is a 10-year roadmap for eight catalyst projects that will spur development in our City Center. The Community's City Center Plan includes detailed annual steps for making these concepts a reality. It creates at least 875 new permanent jobs, bringing \$125 million in new investment downtown.

This is a public-private partnership, where private developers invest 75% of the cost while funding from all levels of government will cover the rest. The City's consultants, Urban Partners, conclude that all of these projects are feasible based on their economic analysis.

This roadmap is the result of broad community input, with the consultants spending over 130 hours collecting feedback from the community. We appreciate your participation in this project to help move our downtown forward!



1. Office Development and Recruitment:



- Position downtown to compete for new office development using portions of Central Parking Lot
- City partners with a selected, experienced developer through a competitive process
- Estimated 154,000 square-foot new office development across three buildings
- Current parking accommodates first 70,000 square feet; additional office will require new parking deck

2. Maryland Theatre Expansion Project:



- Expand draw of downtown's largest attraction
- Grow from 150 to 225 performance days per year, increasing the audience by 60,000 annually
- Continue necessary improvements to seating and "back of house"
- Create new entrance, offices and performance space

3. USMH Expansion Support:



- Support USMH growth from 500 to 750 students
- Add facilities for culinary arts, tourism and hospitality programs
- Capture student housing opportunities downtown:
- Three upper-floor renovation projects
- 12 units to house 24 students

FOR MORE INFORMATION, VISIT US ONLINE AT HAGERSTOWNMD.ORG





The Community's City Center Plan

4. Hotel/Conference Center and Heritage Center/Commemorative Park:



- Construct 200-room "Upper Upscale" hotel (i.e. Sheraton, Wyndham, Hilton)
- Programmed with adjacent 20,000 square-foot conference center
- Establish Civil War Heritage Center and Commemorative Park

5. Linking City Park/WCMFA and A&E District with Trail & New Housing:



- Construct multi-use trail linking City Park with Public Square
- Add 31 new townhomes along trail in first 10 years (more later)
- Rehabilitate Dagmar Hotel and three other W. Antietam buildings as 85 loft apartments

6. Expanded Downtown Arts/Events Programming:



- Build upon positive atmosphere created by events in downtown Hagerstown
- Coordinate with Maryland Theatre programming
- Utilize Main Street and other new funding sources to expand events
- Establish consolidated events calendar

7. Expanded Operations of the City Farmers Market:

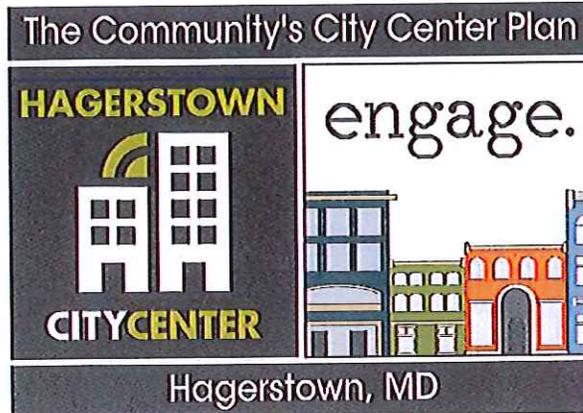


- Expand from 7 to 35 hours per week operation
- Implement private management approach
- Coordinate with existing tenants; recruit needed additional tenants
- Make necessary capital improvements
- Re-brand & promote to capture portion of estimated \$13 million in unmet demand for specialty foods

8. Expanded and Targeted Home Ownership Support:



- Aggressively market downpayment assistance
- Target Neighborhoods 1st support programs
- Target Neighborhoods 1st infrastructure and amenity improvements
- Continue acquisition, rehab and resale program
- Establish annual rental licensing inspections
- Continue excessive nuisance enforcement programs



ACTION REPORT – October 2014

Thanks to support and input from our partners, neighbors, businesses and organizations, the Community's City Center Plan is making positive progress. We want to update you on what has been done with the respective projects to date. Regular Action Reports such as this one track our efforts, progress and success!

Here is how the community is moving forward:

Catalyst Project #1 - Office Development and Recruitment

GOALS: To position downtown to compete for new office development using portions of Central Parking Lot to build 154,000 sf across three buildings.

ACTIONS COMPLETED:

1. Developed concept renderings. (Bushey Feight Morin Architects (BFM))
2. Received concept support from M&T Bank. (M&T)
3. Authorized staff to prepare Request for Qualifications (RFQ) to identify potential developers. (City Council)
4. Urban Partners developed a draft RFQ which staff is currently reviewing, and which will be brought to the Mayor and City Council in November. (City)

Catalyst Project #2 - Maryland Theatre Expansion Project

GOALS: Expand and improve the facility, and grow from 150 to 225 performance days per year, increasing the audience by 60,000 annually

ACTIONS COMPLETED:

1. Approved \$100,000 in matching funds for new seating. (City Council)
2. Fundraising underway for new seating. Achieved \$390,000+ toward \$500,000 fundraising goal – 78+% of goal reached, and extended fundraising campaign through December 31, 2014. (Maryland Theatre)
3. HVAC replacement project is about 60% complete and should be finished in November. (Maryland Theatre)
4. A letter of intent has been sent to a seating company and a contract approved for floor refinishing and recarpeting. (Maryland Theatre)
5. Back-of-house facility improvements completed or underway include: basement dressing rooms remodeled; stage lighting updated; artist entry; on stage dressing rooms; stage curtains & fire curtain. (Maryland Theatre)

6. Theater is applying to the State of Maryland Arts Council for funding support for future programming and operational needs. (Maryland Theatre)

(*Actions Completed by the Maryland Theatre – Maryland Theatre staff supplied information for the actions completed for this report).

Catalyst Project #3 - USMH Expansion Support

GOALS: Support USMH growth from 500 to 750 students through the addition of new program offerings, and capture student housing opportunities with three (3) upper-floor renovation projects. The three (3) upper-floor renovation projects are planned to be implemented separately, in sequence to each other and throughout the 10 year plan.

ACTIONS COMPLETED:

1. Received concept support from USMH. (USMH)
2. Submitted Community Legacy Grant Application requesting funding. *State awards should be announced in the next several weeks.* (City Council)
3. Authorized staff to begin a process for identifying a private-sector partner for an upper-floor renovation project. (City Council)
4. Staff review of sites which may meet the model criteria to be complete by October 30, 2014, and solicitation from the private sector to be initiated in November. (City)
5. Reserved \$250,000 from the City's First-Third Grant Program. (City Council)

Catalyst Project #5 - Linking City Park/The Washington County Museum of Fine Arts and A&E District with Trail and New Housing

GOALS: Construct multi-use trail linking City Park/WCMFA with the Arts & Entertainment District, and add 31 new townhomes along trail and rehab buildings to create 85 loft apartments (in 10 years).

ACTIONS COMPLETED:

1. Developed a project timeline with planned completion by August 2015. (City)
2. Received concept support from property owners. (City)
3. Authorized staff to seek proposals for the design of the trail amenities. (City Council)
4. Approved the funding plan. (City Council)
5. Authorized staff to negotiate the acquisition/transfer of needed properties. (City Council)
6. Trail area surveyed and base map completed. (City)
7. Selected Mahan Rykiel Associates as the trail designer, and design is underway.
8. Walking tour and public meeting held on October 1 to receive community input for the design of the trail. (City)
9. Layout finalized for trail alignment. (City)
10. Upcoming meeting scheduled with Utilities and Hagerstown Police Department to collect their design ideas. (City)
11. Presentation of design recommendations to Mayor and City Council is scheduled for November 18th.

Catalyst Project #6 – Expanded Downtown Arts/Events Programming

GOALS: Leverage resources to produce more frequent events and build upon atmosphere created by popular downtown events.

ACTIONS COMPLETED:

1. A successful Pop-Up Shop Event took place August 22-24 in conjunction with Augustoberfest weekend. (Downtown Movement & City)
2. The second Holiday Pop-Up Shop Event weekend is scheduled for November 21-23 in conjunction with the Annual City Tree Lighting Event. (Downtown Movement & City)

3. Launched the Fall Edition of the Sounds of the Square Program providing entertainment in Public Square every Friday night for eight (8) weeks, and it will return for the Spring/Summer edition. (A&E Management Board/Washington County Arts Council/City)
4. Main Street Hagerstown awaiting designation decision/announcement. (City)
5. Scheduled 2015 Fall Fest at City Park for September 19, 2015 to coincide with the opening of the Trail. (City)
6. Revamped Wind Down Downtown Hagerstown events to larger events with added features including a kid's area, themed street activities, souvenir beverage cup, and wrist band system that allows event goers to stroll throughout the entire event area. (Maryland Theatre/City/+ Many Partners)

Catalyst Project #7 – Expanded Operations of the City Farmers Market

GOALS: Expand operations from 7 to 35 hours per week. Implement private management approach. Make necessary capital improvements. Re-brand. Recruit additional tenants.

ACTIONS COMPLETED:

1. Vendors were briefed on the Community's City Center Plan. Scheduling public input session November or December. (City)
2. Initial adjustments being made to the space and vendor locations to allow for inclusion of new vendors. (City)
3. Draft Request for Proposals for private management approach is under development and will be brought to Mayor and City Council for review in December or January. (City)

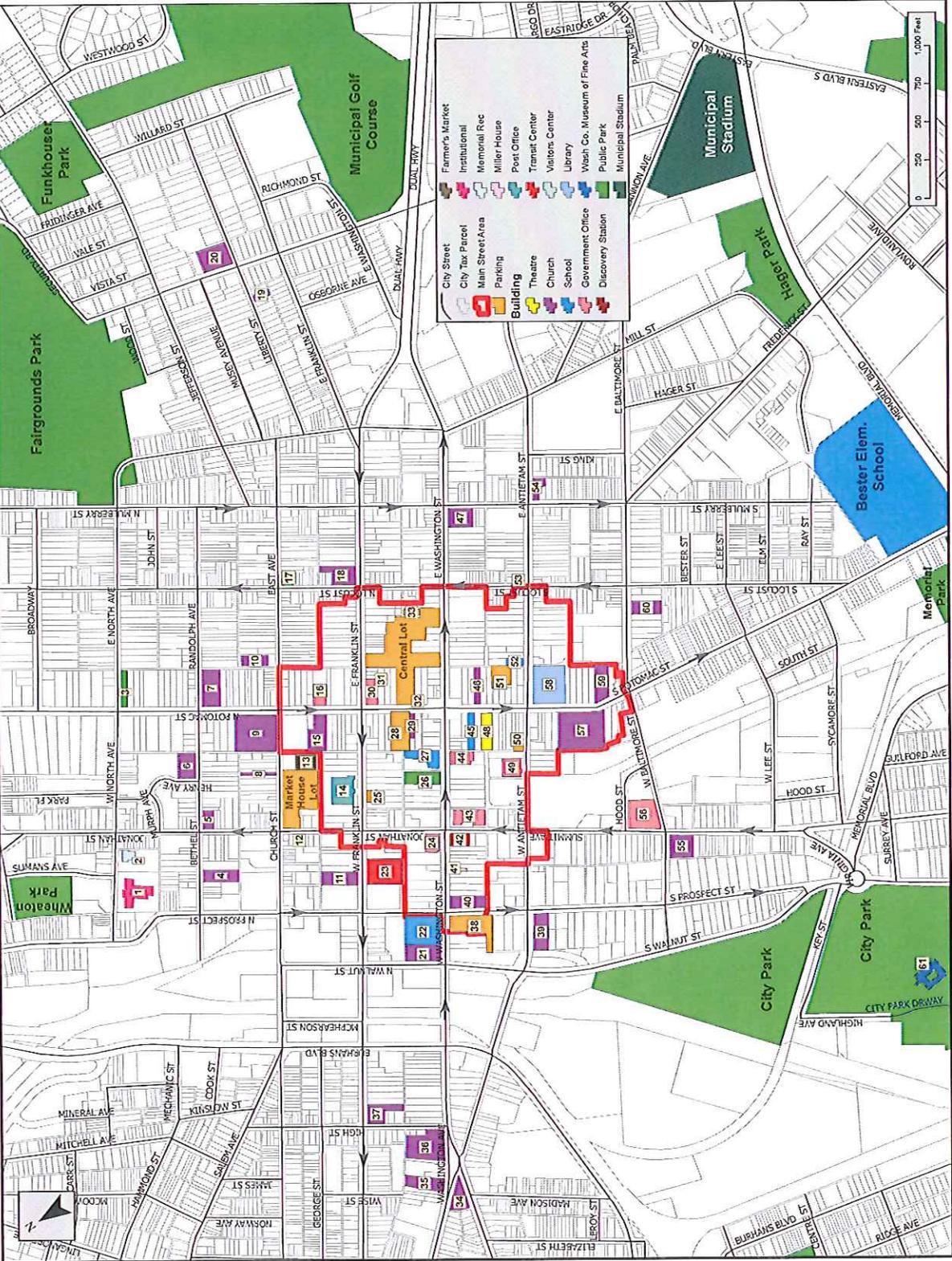
Catalyst Project #8 - Expanded and Targeted Home Ownership Support

GOALS: Market home ownership incentives and support Neighborhood 1st programs. Establish annual rental licensing inspections, and continue excessive nuisance enforcement programs.

ACTIONS COMPLETED:

1. Adopted amendments to require annual exterior inspections of rental properties to provide additional support to protect neighborhoods. (City Council)
2. Adopted amendments to Vacant Structures Program to provide additional support to protect neighborhoods. (City Council)
3. Authorized the addition of five (5) full-time Code Administration staff (three inspectors for neighborhood services, one coordinator/inspector for the vacant structures program, and one admin support for the programs) to help improve the quality of life in our neighborhoods. (City Council)
4. Analysis underway of conditions and acquisition opportunities within three target neighborhoods. (City)

Main Street Hagerstown and City Center Assets



- | Building | |
|----------|-------------------------------------|
| 1 | Head Start of Washington County |
| 2 | Memorial Recreation |
| 3 | Bloom Park |
| 4 | King's Apostle Holy Church |
| 5 | Zion Baptist Church |
| 6 | Ebenezer AME Church |
| 7 | Trinity Evangelical Lutheran Church |
| 8 | New Light Metro Community Church |
| 9 | Zion Reformed U.M. Church |
| 10 | New Life Victory Center |
| 11 | Christ Reformed Church |
| 12 | Asbury U.M. Church |
| 13 | Farmer's Market |
| 14 | Post Office |
| 15 | John Wesley U.M. Church |
| 16 | Dept of Social Services |
| 17 | Greenwalt Park |
| 18 | Charlem U.M. Church |
| 19 | St Catherine Ormoadx Church |
| 20 | Christ Lutheran Church |
| 21 | St Mary's Catholic Church |
| 22 | St Mary's Catholic School |
| 23 | Transit Center |
| 24 | County Administration Building |
| 25 | Bryan Center Lot |
| 26 | University Plaza |
| 27 | University System of MD Hagerstown |
| 28 | North Potomac Street Parking Deck |
| 29 | Glory Fire Ministries |
| 30 | City Hall |
| 31 | Palomac Playhouse |
| 32 | Visitors Center |
| 33 | Academy Theatre |
| 34 | St Mark's Lutheran Church |
| 35 | West-Baptist Church |
| 36 | First Baptist Church |
| 37 | St Matthew's U.M. Church |
| 38 | St Matthew's School |
| 39 | St John's Episcopal Church |
| 40 | Hagerstown Presbyterian Church |
| 41 | Milner-Horizon |
| 42 | Discovery Station |
| 43 | Wise County Courthouse |
| 44 | County Administration Building |
| 45 | Barbara Ingram School for the Arts |
| 46 | Bridges of Life Church |
| 47 | Hagerstown Church of the Brethren |
| 48 | Maryland Theatre |
| 49 | District Court |
| 50 | Antisam Street Lot |
| 51 | Arts & Entertainment Parking Deck |
| 52 | Award Beauty School |
| 53 | Trinity Bible Church |
| 54 | First Church of God |
| 55 | Hagerstown Bible Church |
| 56 | Washington Co. Offices |
| 57 | St John's Lutheran Church |
| 58 | Washington Co. Free Library |
| 59 | Fundamental Baptist Church |
| 60 | Congregation B'nai Abraham |
| 61 | Washington Co. Museum of Fine Arts |

Map Projection: NAD83 State Plane Maryland FIPS (feet)
 Date: 5/20/14
 City of Hagerstown, 2014, State of Maryland Image, 2011
 Prepared by: Hagerstown Planning & Code Admin, Dr. 4/19/12
 Rev. 11/14/14

THE ARTOPIA BUILDING

A CONCEPTUAL DESIGN
PREPARED FOR

THE CITY OF HAGERSTOWN



Community
& Economic
Development
www.hagerstownmd.org

Advancing the Economy, Image and Quality of Life

BY

B F E M

BUSHEY FEIGHT MORIN ARCHITECTS INC.
473 NORTH POTOMAC STREET
HAGERSTOWN, MD 21740
301.733.5600

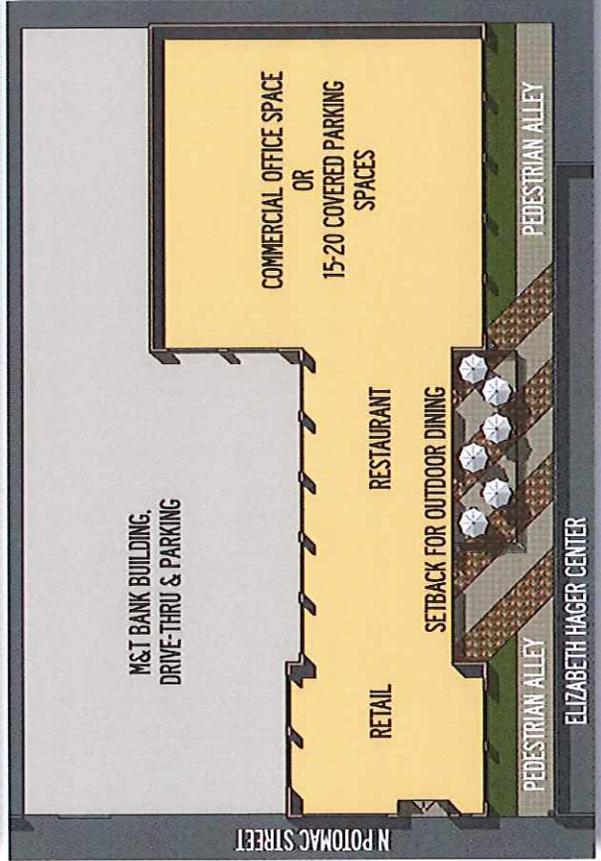
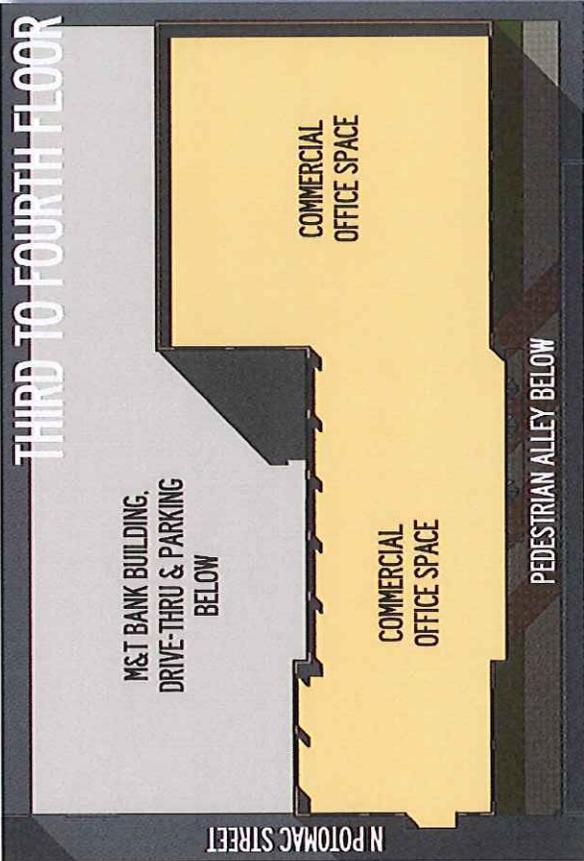
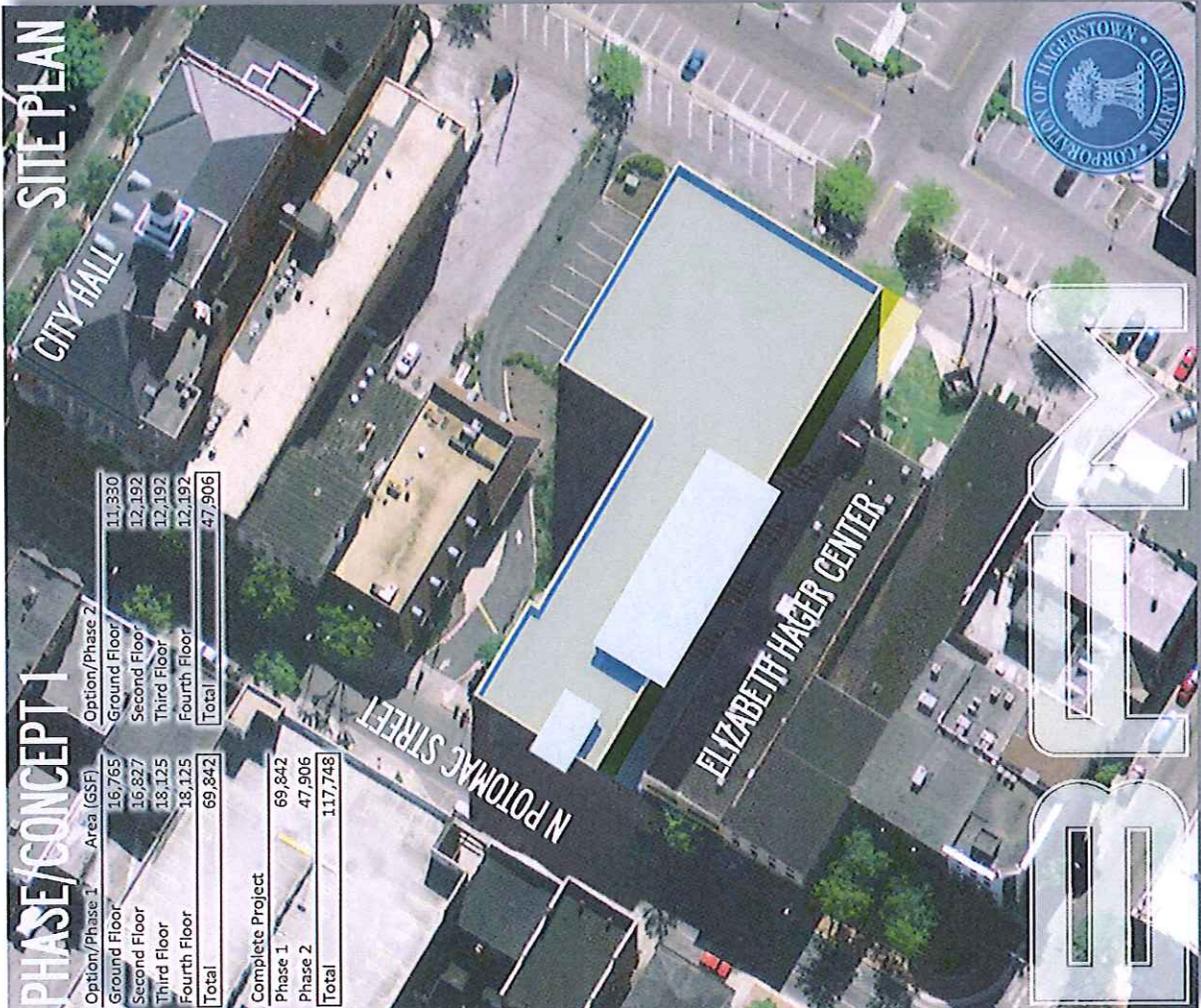


SITE PLAN

PHASE/CONCEPT 1

Option/Phase 1	Area (GSF)	Option/Phase 2	Area (GSF)
Ground Floor	16,765	Ground Floor	11,330
Second Floor	16,827	Second Floor	12,192
Third Floor	18,125	Third Floor	12,192
Fourth Floor	18,125	Fourth Floor	12,192
Total	69,842	Total	47,906

Complete Project	
Phase 1	69,842
Phase 2	47,906
Total	117,748





THE ARTOPIA

THE SHOPS AT ARTOPIA

M&T Bank
Baltimore



B F M



M&T Bank

Walk-Up ATM



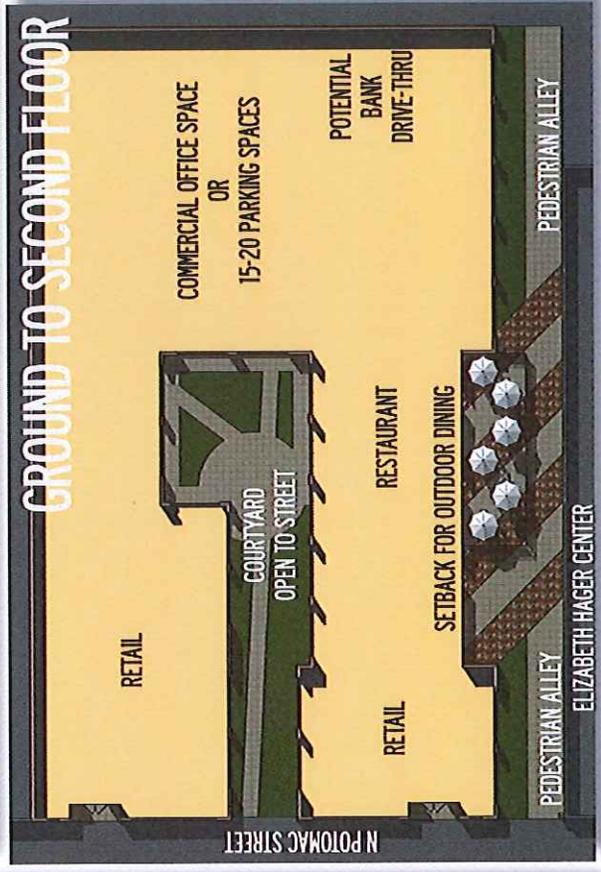
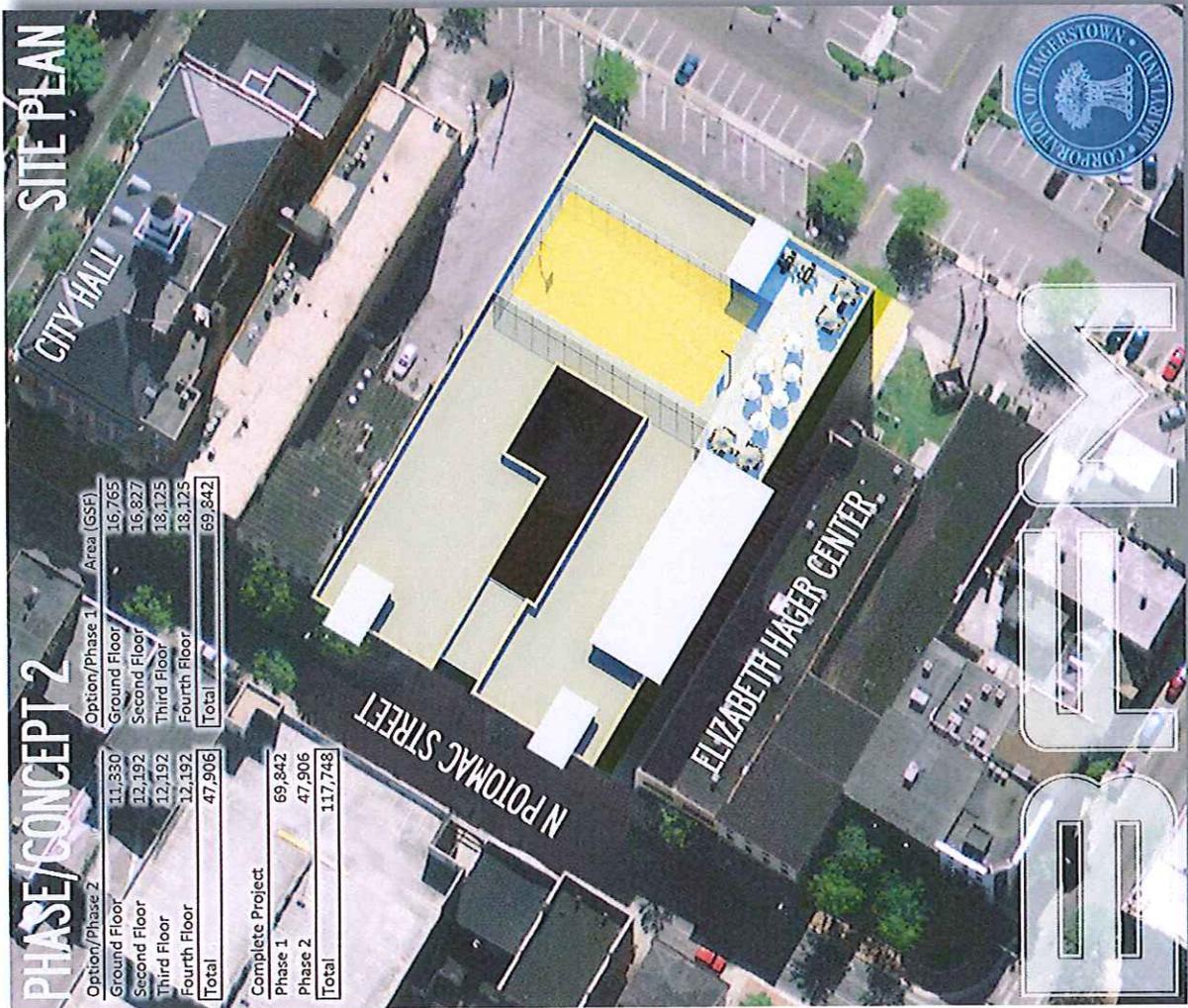
BANK

SITE PLAN

PHASE/CONCEPT 2

Option/Phase 2	Area (GSF)
Ground Floor	16,765
Second Floor	16,827
Third Floor	18,125
Fourth Floor	18,125
Total	69,842

Complete Project	Area (GSF)
Phase 1	69,842
Phase 2	47,906
Total	117,748





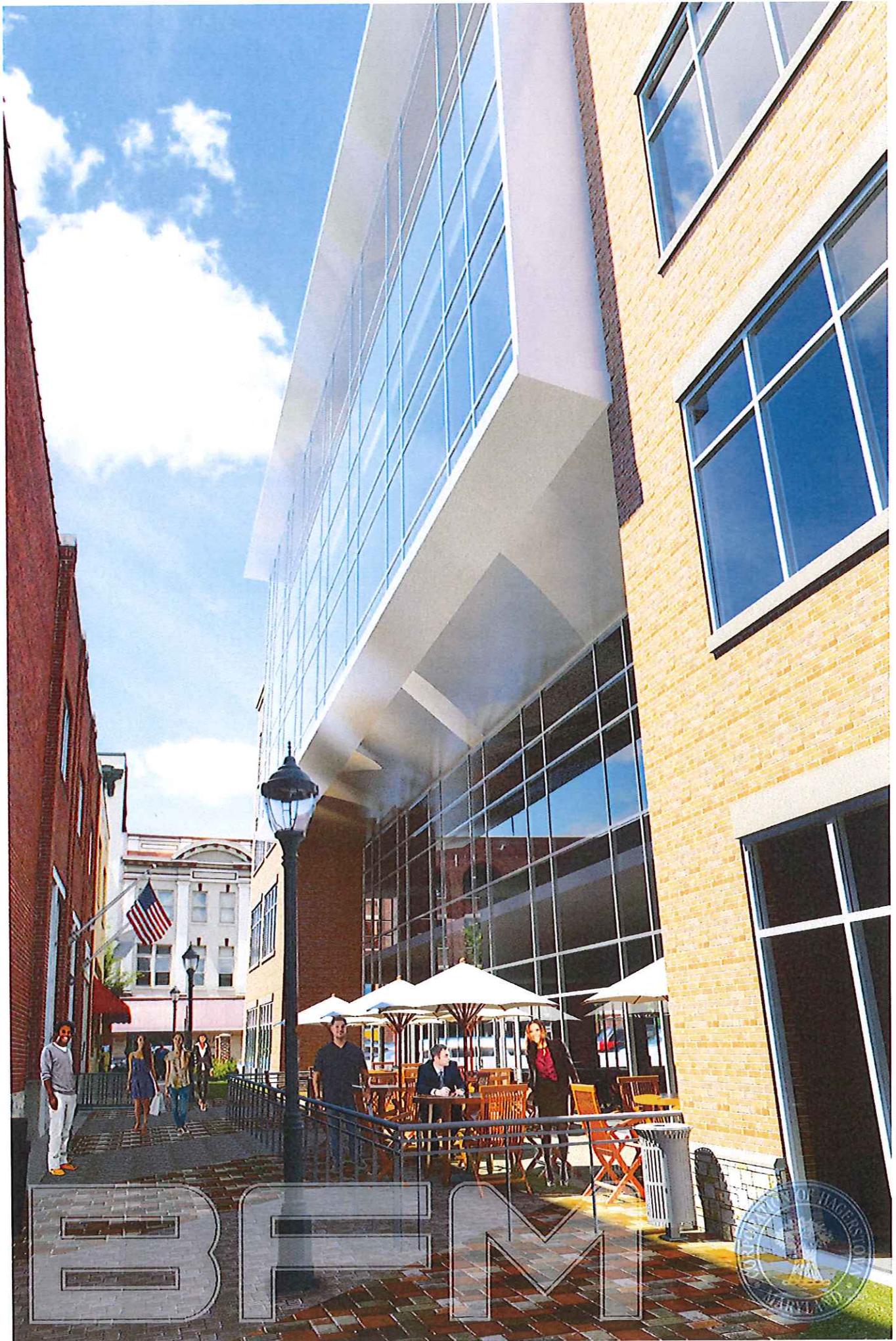
THE ARTOPIA

THE ARTOPIA



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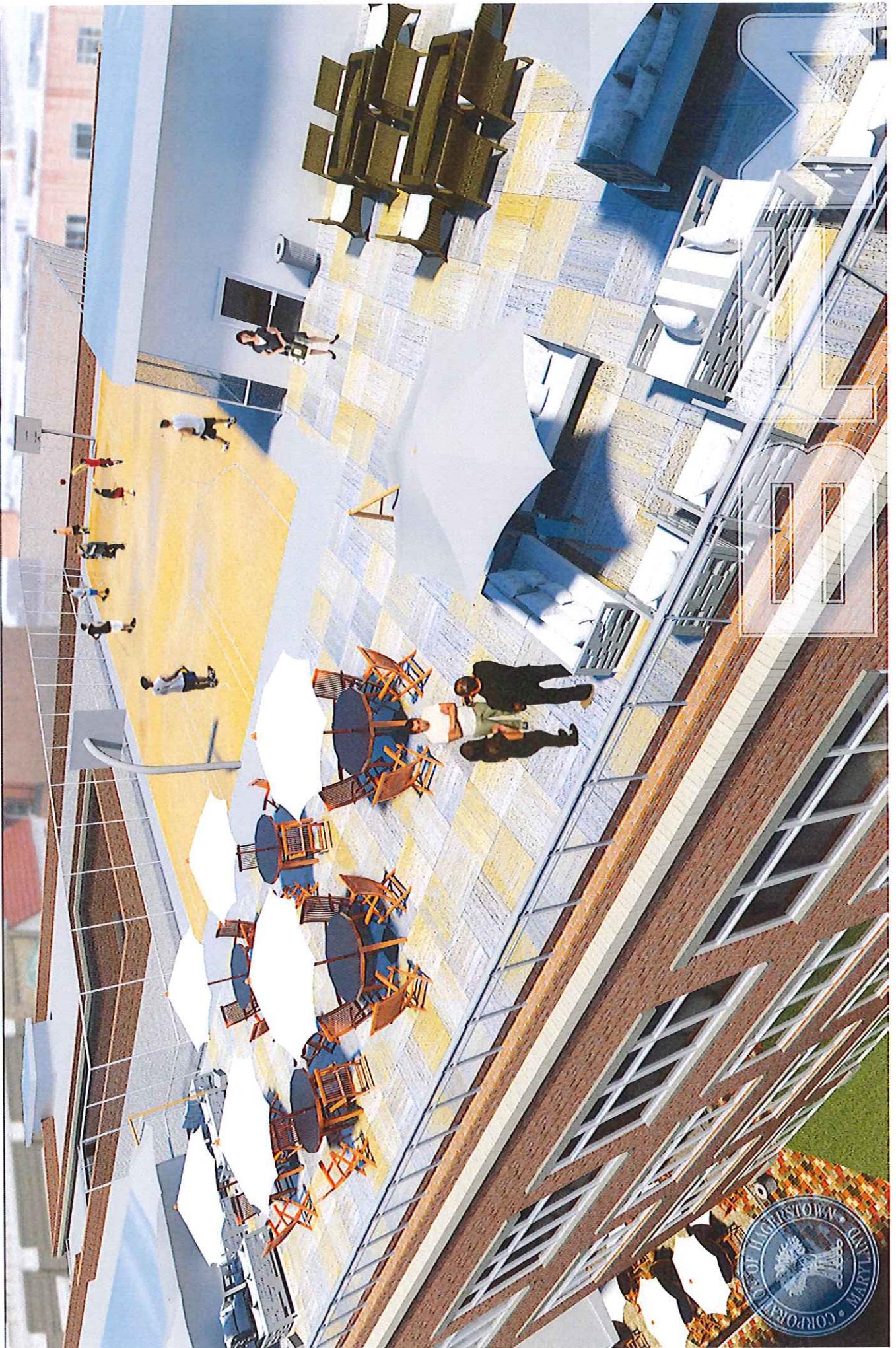


BREN



BEEM









Community & Economic Development

Advancing the Economy, Image and Quality of Life



PARTNERS IN ECONOMIC PROGRESS

The Partners in Economic Progress (PEP) Program offers incentives to building owners to renovate buildings within the PEP Zone in City Center (see map). If you are a **PROPERTY OWNER** with plans to renovate your building, please review **SECTION 1** of the following guidelines and complete the [Application Form 1](#).

After a building is renovated, the City provides the property owner with rent assistance as one of the PEP Incentives. This allows the property owner to attract businesses to the renovated building. Currently, rent assistance is only available for the following PEP approved buildings, and this incentive is subject to application by the tenant business and approval by the City:

- 38 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
- 34-36 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
- 22 North Mulberry St (Mulberry Lofts) – Contact: Lori Burton loriburton@live.com
- 138-140 West Washington St (Wareham Building) – Contact: Taylor Bowen tbowen@prudentialbowen.com
- 20 West Washington St (Grand Building)- Contact: Mike Fitzgerald mike@gideonprop.com

If you are a **BUSINESS** with plans to lease space in a PEP approved building, please review **SECTION 2** of the following guidelines and complete the [Application Form 2](#).

SECTION 1

Partners in Economic Progress: Property Renovation Incentives

GOAL

The goal of Hagerstown's Partnership in Economic Progress Incentive Program (PEP) is to spark private sector investment that contributes towards the revitalization of our downtown.

APPLICATION REVIEW

All applications will be reviewed and evaluated by a committee of City staff that will include the Finance Director, the Planning Director, the Downtown Manager, the Community Development Manager, and the Code Inspection Manager. All applications will be evaluated for consistency with the eligibility criteria.

ELIGIBILITY CRITERIA

1. The project must be located in the PEP zone. On rare occasions, projects may be approved outside the PEP zone. However, such projects must involve quality renovation work and quality tenants which will have the sustained impact on the community that the City is seeking.
2. The minimum investment for upgrade and improvement of the building by the applicant is as follows. The calculation of the minimum investment does not include property acquisition costs.
 - \$250,000 for a Commercial Project
 - \$200,000 for a Mixed-Use Project
 - \$100,000 for a Residential Project
3. Projects that meet the eligibility requirements of the Enterprise Zone Program are required to participate in the [Enterprise Zone Program](#). The Enterprise Zone Program is administered by the Hagerstown-Washington County Economic Development Commission (EDC). Point of Contact is: Robert Mandley, 240-313-2280 Email: rmandley@hagerstowncdc.org.
4. The building and all core systems must meet all City of Hagerstown code requirements upon project completion. The core systems include:
 - A. Base lighting, emergency and exit lighting for each shell tenant space in accordance with the Building and Life Safety Codes.
 - B. Central HVAC providing adequate heat and ventilation for each shell tenant space in accordance with the Mechanical Code. Any modifications or additions made at tenant fit-out must be done under a separate mechanical permit.
 - C. Required fire separation between the tenant space and corridors and exit access in accordance with the Building Code. If building plans show individual tenant spaces at start of project, required fire separation between tenant spaces must be complete prior to time each space is presented to tenant for finishing/fit out.
 - D. Accessible routes, accessible parking (if required), accessible toilet facilities, accessible drinking fountains, accessible entrances and exits are all required items for the building shell in accordance with the Maryland Accessibility Code and the Building Code.
 - E. Phone/datacom wiring from the main point of service to each shell tenant space.
 - F. Completed building thermal envelope in accordance with the Energy Conservation Code.
 - G. Address identification for the building.
 - H. Automatic sprinkler protection in accordance with the Existing Building Code.

The expectation of the PEP program is that the building is ready for occupation and leasehold spaces are at least in shell condition, needing only tenant fit-out, when offered for lease to prospective tenants.

SECTION 1 - ELIGIBILITY CRITERIA *continued*

5. For a residential project, the following amenities must be included in each residential unit:
- Central HVAC system.
 - Washer and dryer.
 - Dishwasher.
 - Wood veneer or solid wood kitchen and bathroom cabinets.
 - Approved solid surface counter tops in kitchen and bathrooms.
 - Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms.

Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.).

6. For a residential project, any new residential units created must meet the following minimum square footages requirements:
- 500 Sq Ft for an efficiency unit.
 - 650 Sq Ft for a one-bedroom unit.
 - 800 Sq Ft for a two-bedroom unit
 - 1,000 Sq Ft for a three-bedroom unit.
7. For residential projects, application must include detailed marketing plan from realtor that demonstrates how the applicant plans to attract market rate tenants to the project.
8. For a project with Artist Live-Work Spaces, the following minimum amenities must be included in each live-work unit:
- Central HVAC system.
 - Washer and dryer hook-ups and dishwasher connections.
 - Ability to vent odors to the outdoors in accordance with the Mechanical Code.
 - Plumbed to allow for easy installation of slop sinks.
 - Utility capacity to meet needs of different art forms, including electric, gas, water and wastewater.
 - Fully wired for new technologies.
 - Fully sprinklered.
 - Sound transmission rating between units of a minimum STC 60 for partition walls.

Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.).

9. For a project with Artist Live-Work Spaces, any live-work unit created must meet the following minimum square footage requirements:
- 1,000 sq.ft. for an efficiency unit.
 - 1,300 sq.ft. for a one-bedroom unit.
 - 1,600 sq.ft. for a two-bedroom unit.
 - 2,000 sq.ft. for a three-bedroom unit.

SECTION 1 - ELIGIBILITY CRITERIA *continued*

10. In mixed-use and commercial buildings, the ground floor storefront spaces shall be used for retail, restaurants, branch banks, personal service businesses (e.g., hair salons), arts and entertainment enterprises, educational facilities, and other similar high intensity uses that attract pedestrian traffic which will support other downtown businesses and contribute to the vitality of the downtown. An office use may be located in a storefront space if the business owner is an owner-occupant of a residential unit on an upper floor of the same building. All other professional and non-profit office tenants shall not be located in storefront spaces. If the building has a common entrance for all tenants without display windows for tenants, offices may locate throughout the first floor.
11. The applicant is not delinquent on any City or County taxes for the property nor shall the applicant be delinquent on any other financial obligations to the City for the property.
12. Projects which have already been renovated are only eligible for the PEP program if the renovations activities were completed since January 1, 2007 and if the tenant spaces for which PEP incentives are sought do not yet have final Use and Occupancy permits.

INCENTIVES

1. Economic Rehabilitation Incentive Grant Program

This incentive provides an annual grant to the project equal to the amount paid in City property tax payments on the property, after reduction by all other tax incentive programs the property qualifies for such as the State Enterprise Zone, A&E or other City residential tax credit programs, for a period of five years. Projects that meet the eligibility requirements of the Enterprise Zone Program are required to participate in the [Enterprise Zone Program](#). This incentive is administered in the form of a grant versus a tax waiver or reduction. The property tax liability must be paid annually, in full, before the City of Hagerstown can issue the grant back amount.

2. Utility Benefit/Allocation Charge Assistance

The Utilities Department will offer two free EDUs per property, valued at \$13,800, if the existing water and wastewater allocation is not sufficient enough to accommodate the proposed needs of the property. Additionally, any EDUs that are required to meet the design needs of the building may be financed for a period of up to five years at 0% interest.

3. A Development Fee Free Zone

Building, plumbing, electrical, mechanical, plan review, occupancy, and zoning fees will be waived on approved development projects. The fee free zone does not apply to citation fines issued for non-compliance with code requirements or performing work without permits. Depending upon the circumstances involved, the fee free zone may not apply to fees assessed for permit renewals or re-inspection requests.

4. A Fast Track Construction Program

Projects shall receive a preferential timeframe for project review as follows:

- Site plans shall be submitted to the City of Hagerstown's Department of Community & Economic Development - Planning and Code Administration Division. Per the Zoning Administrator's schedule, the "turnaround" time is expedited. Historic District compliance review will also be expedited.

SECTION 1 - INCENTIVES *continued*

- Prior to building permit applications, a preliminary consultation is required with the designer and the City's building plan reviewer. Building permit applications may be submitted to the City of Hagerstown's Department of Community & Economic Development - Code Administration Division at the time of site plan submittal. The permit will be routed concurrently with the site plan. Permit comments or approval will be issued promptly. The City will assign a plan reviewer to the project to ensure prompt reviews.

NOTE: *There are several qualifiers to achieving these target times:*

- The plans submitted by the developer's engineer and architect must be complete and comply with code requirements. Failure to do this will greatly jeopardize any fast track process.
- It is assumed that the project accesses City streets. If the project accesses State Highway or Washington County roads, the City has no control over the time frame to achieve an access permit from these agencies.

5. Parking Program Fee Reductions

This incentive provides one year of free parking and four years with a 50% reduction in permit fees (for tenants of eligible projects) to park in City public parking facilities. This incentive would be limited to one per unit for residential projects and up to five for each non-residential project. Existing off-street parking is deducted from the eligible amount, and this benefit is not transferable.

6. Code Flexibility For Rehabilitation of Existing Buildings

All plans submitted for the renovation of existing buildings will be evaluated as required and permitted by the scope to the Maryland Building Rehabilitation Code (MBRC). Periodic training on the use of the Maryland Building Rehabilitation Code (MBRC) will be provided for design professionals. The Maryland Building Performance Standards (MBPS) applies to new construction. The Maryland Building Rehabilitation Code (MBRC) applies to the renovation of existing buildings. Many code requirements for new construction are not applicable for projects involving the renovation of an existing building, thus providing some code flexibility.

Examples of potentially acceptable existing conditions include:

- Existing stairs not in compliance with new standards for treads and risers
- Non-fire-rated corridor walls
- Narrow corridors
- Increased dead-end corridor length
- Narrow door widths
- Acceptance of existing heating, air-conditioning, and ventilation, if operable

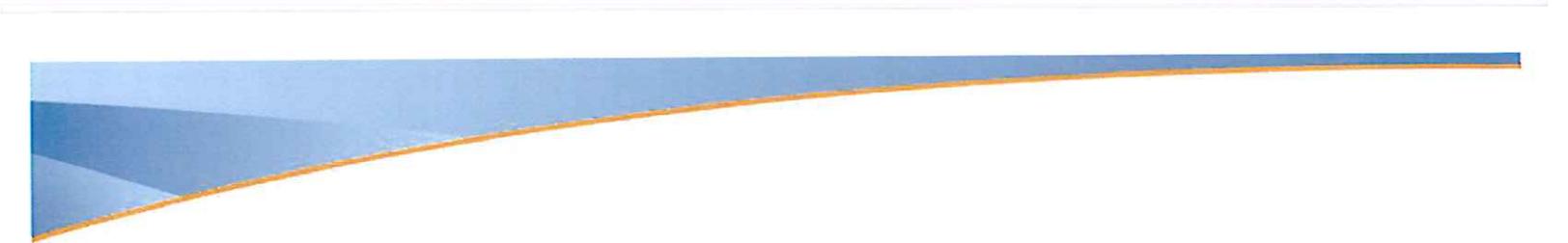
The Maryland Building Rehabilitation Code (MBRC) is the International Existing Building Code (IEBC) with amendments by the State of Maryland.

7. Professional Assistance with Historic Tax Credit Programs

The City will provide two hours of paid assistance by a local architectural historian to advise property owners/developers on the utilization of Federal and State income tax credits for historical rehabilitation projects. This professional can guide investors on what type of work is eligible for the tax credits. The architectural historian can then be hired by investors to prepare the application forms for the credits and to interact with the Maryland Historical Trust on review of the applications.

8. Rent Assistance Incentive

Please see **SECTION 2** of this packet for a full description of this incentive.



SECTION 1 – PEP Guidelines *continued*

Click here for the complete [PEP Application](#).

Complete the [Application Form 1 – Property Renovation](#) and return it to:

Andrew Sargent, Downtown Manager
City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-797-6294
Email: asargent@hagerstownmd.org

SECTION 2

Partners in Economic Progress: Rent Assistance Incentive

GOAL

The goal of Hagerstown's Partnership in Economic Progress Incentive Program (PEP) is to spark private sector investment that contributes towards the revitalization of our downtown. The purpose of the rent assistance incentive within the PEP Program is to attract businesses to the buildings participating in the PEP Program that will have a positive economic impact on the City Center. Examples of such impact are job creation in the City Center, creation of economic activity and foot traffic in the City Center, attracting additional businesses to the City Center, and/or contributing to the improvement of the vitality of existing businesses in the City Center.

APPLICATION REVIEW

All applications will be reviewed and evaluated by a committee of City staff that will include the Finance Director, the Planning Director, the Downtown Manager, the Community Development Manager, and the Code Inspection Manager. All applications will be evaluated for consistency with the eligibility criteria.

ELIGIBILITY CRITERIA

1. Tenant space must be fully renovated and upgraded as part of a building improvement project complying with the PEP eligibility criteria.
2. Currently, rent assistance is only available in the following PEP approved buildings and is subject to application by the tenant business and approval by the City:
 - 38 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
 - 34-36 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
 - 22 North Mulberry St (Mulberry Lofts) – Contact: Lori Burton loriburton@live.com
 - 138-140 West Washington St (Wareham Building) – Contact: Taylor Bowen tbowen@prudentialbowen.com
3. Subject to zoning approval requirement in the Land Management Code, the following types of businesses are eligible for consideration for the Rent Assistance Program:
 - Business, professional, cultural, and medical offices
 - Professional schools
 - Educational services
 - Medical and diagnostic laboratories
 - Motion picture and sound recording industries
 - Photo finishing
 - Radio and television broadcasting
 - Telecommunications
 - Visual and performing arts studios and galleries
 - Light manufacturing
 - Artist live-work units
 - Fitness centers
4. Governmental agencies are not eligible for this program.
5. Businesses must occupy upper-floor office space or first-floor, non-storefront commercial spaces in PEP approved buildings in the City Center. Non-storefront space is defined as a commercial building that has a common entrance for all interior tenants and does not have display windows for the

interior space.

SECTION 2 - ELIGIBILITY CRITERIA *continued*

6. The business must maintain a lease with the landlord and operate its business at the tenant space for a minimum of four (4) years. If the business occupies the space for 0-24 months, they must repay 100% of the grant benefit. If the business occupies the space for 25-47 months, they shall repay a pro-rated share of the grant benefit as calculated by the City.
7. Businesses must be new or existing enterprises moving into the PEP zone that are not currently located in the zone, or existing businesses within the zone looking to expand. Existing businesses within the PEP zone looking for larger space within the zone may qualify for the program depending upon the demonstrated economic impact of their expansion.
8. Each application must include a business plan, a copy of the lease, and an explanation of the economic impact of the business on the downtown.
9. Applicants must not be delinquent on any financial obligations to the City.

INCENTIVE

The program provides a maximum total incentive of \$24,000 for the first two or three years of a business' operation, with a commitment to occupy the space for a minimum of four years. Incentive payments are made monthly to the landlord.

Tenants have two options for the distribution of the incentive:

Option 1 – (24 months)

50% of monthly rent for 24 months

Maximum monthly benefit is \$1,000

Option 2 – (36 months)

50% monthly rent for months 1-12

Maximum monthly benefit is \$1,000

35% monthly rent for months 13-24

Maximum monthly benefit is \$700

15% monthly rent for months 25-36

Maximum monthly benefit is \$300

APPLICATION

Click here for the complete [PEP Application](#).

Complete the [Application Form 2 – Rent Assistance Incentive](#) and return it to:

Andrew Sargent, Downtown Manager
City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-797-6294
Email: asargent@hagerstownmd.org

City Center Off-Street Parking Facilities

11/7/2014

Parking Demands for Catalyst Project #1 Buildings

Initial Catalyst #1 Buildings

Building	Square Ft	Demand*
Building A1	70,000	280
Building A2	48,000	192
Building B	36,000	144
TOTAL	154,000	616

*Urban Partners used 1 space/250 sf for demand formula

Parking Supply to Meet Demands for Catalyst Project #1 Buildings

City-owned Facilities Available for Catalyst Project #1 Buildings

Facility	Total Capacity	Percent Occupied	Available Capacity
University Deck*	440	52%	210
Central Lot**	288	53%	135
TOTAL	728		345

*Urban Partners used 90% most active day for percent occupied

**88 available w/out A1; 56 available without A1&B

Building A1	Building B
47 spaces removed	32 spaces removed

Building A2 - 14 spaces.

Other City-owned Parking Facilities

Facility	Total Capacity	Percent Occupied	Available Capacity
Market Lot (south side of Church)	144	62%	55
Church Street Lot (north side of street)	112	56%	49
Rochester Lot	97	20%	78
A&E Deck	185	55%	83
W. Antietam Lot	18	56%	8
TOTAL	556		273

Other Facilities

Facility	Total Capacity	Percent Occupied	Available Capacity
Chevy Chase Lot	43	54%	20
Columbia Bank lot	113	38%	70
County Lot on W. Franklin	75	37%	47
Herald Mail lot	101	76%	24
Deming lot on W. Antietam	40	55%	18
Bowman Lot*	32		5
TOTAL	404		184

*Not included in Parking Mgmt Plan; data from owner in 2014

Source of Data:
2012 Parking Management Plan
Urban Partners

GRAND TOTAL	1,688	802
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Urban Partners recommends construction of 500-space parking deck on W. Antietam Street concurrent with Buildings A2 and B, since other catalytic projects (e.g., housing) are anticipated to be underway, as well.

CITY OF HAGERSTOWN
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the City of Hagerstown's Purchasing Agent (hereinafter "Purchasing Agent"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the City prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and City of Hagerstown, Washington County, Maryland (hereinafter "City") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the City of Hagerstown Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.

GENERAL CONDITIONS OF BIDDING, continued

3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.
4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to City of Hagerstown upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The City may examine the Bidder's and any first-time subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-time subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The City shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.

GENERAL CONDITIONS OF BIDDING, continued

8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the City under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

10. **General Guaranty:** Bidder agrees to:
 - a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.

 - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

 - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.

 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.

GENERAL CONDITIONS OF BIDDING, continued

11. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required by City included herein, prior to the execution of any contract. The Bidder shall provide the Certificate of Insurance to the Purchasing Department. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the City. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the City at least ten (10) calendar days prior to the expiration.

12. Interpretations, Discrepancies, Omissions: Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Erica Bonilla
City of Hagerstown Finance Department
1 East Franklin Street, 4th Floor
Hagerstown, MD 21740

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the City to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The City shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE CITY.** No requests received after 2:30 P.M., Friday, February 20, 2015 will be considered.

13. Landfill Tipping Fees: Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.

14. Late Bids: Formal bids or amendments thereto received by the City after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.

GENERAL CONDITIONS OF BIDDING, continued

15. **Mailing of Bids:** The City assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
16. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.
17. **Officers Not to Benefit:** No member of the elected governing body of City of Hagerstown, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any City or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the City.
18. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
19. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The Bidder shall submit two (2) copies, one with original signature, sealed to the City for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the City of Hagerstown Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the City. Please provide any further information using company letterhead as additional form. *Facsimile Bids and Emailed Bids will not be accepted.*

GENERAL CONDITIONS OF BIDDING, continued

20. **Reservations:** The City or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The City reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the City. The City reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the City.
21. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the City's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
22. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
23. **Taxes:** The City is exempt from State of Maryland Sales Tax. The City's Maryland Sales Tax Exemption Number is 30001292. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
24. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.

BID BONDS

- 1. Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of ten (10%) percent of the total Bid and shall be made payable to the City of Hagerstown, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
- 2. Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the City of Hagerstown, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the City, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

- 1. Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

SPECIFICATIONS REFERENCES, continued

2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Agent shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the City to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the City to accept it.

2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the City.

3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a County, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a County, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the City to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.

AWARD, continued

5. **Responsibility/Qualifications of Bidder:** The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

AWARD, continued

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the City shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future City contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by the City as a result of his/her default.

CONTRACT PROVISIONS, continued

4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the City Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the City as follows, unless indicated otherwise in this contract:
- a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the City, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
 - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
 - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the City against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
6. **Non-Discrimination:** No Bidder who is the recipient of City funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

CONTRACT PROVISIONS, continued

7. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, the City may in its discretion, cancel the contract.
8. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Agent.
9. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
10. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the City. Suppliers shall notify their shippers accordingly.

DELIVERY PROVISIONS, continued

2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchase Agent or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the City, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.

3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington City as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.

5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned, that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

DELIVERY PROVISIONS, continued

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the City may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the City. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or City Holidays, unless otherwise arranged by an individual Department/Agency.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent and acceptable to the City.

1. WORKERS COMPENSATION:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	- Statutory
Employers Liability	- \$100,000 (Each Accident)
	\$500,000 (Disease – Policy Limit)
	\$100,000 (Disease – Each Employee)

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form
\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

3. BUSINESS AUTOMOBILE LIABILITY:

The Contractor shall provide Business Auto Liability including coverage for all leased, owned non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property damage.

4. CERTIFICATE(S) OF INSURANCE:

The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Purchasing Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

5. DEDUCTIBLES OR SELF-INSURED RETENTION:

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

6. GENERAL INDEMNITY:

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.

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**BID SUBMITTAL FORM
(SUBMIT 3 COPIES)**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

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BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

This form was completed and submitted by: _____
(Please print or type full name)

Title of Individual: _____

Signature of Individual: _____

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Bidder's Company Name

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1		Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

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AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

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The following information is required as part of your response to this solicitation.

REFERENCES: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Company: _____
Contact: _____
Phone Number: _____
Date of Service: _____
Value: \$ _____

2. Company: _____
Contact: _____
Phone Number: _____
Date of Service: _____
Value: \$ _____

3. Company: _____
Contact: _____
Phone Number: _____
Date of Service: _____
Value: \$ _____

