



CITY OF HALLOWELL

ONE WINTHROP STREET
HALLOWELL, MAINE 04347

NATE RUDY, CITY MANAGER

TEL: (207) 623-4021, Ext. 203; FAX (207) 621-8317

Request for Proposals for Reuse of the Second Street Fire Station

Issued: **June 9, 2020** | Due: **August 31, 2020**

I. GENERAL INSTRUCTIONS

AUTHORITY: This Request for Proposal (“RFP”) of offers for professional services is issued in accordance with the City Charter of the City of Hallowell, Maine (“the City”).

SCOPE: The terms of this RFP apply in like force to this proposal submission process and to any subsequent contract resulting therefrom.

PAYMENT: Any lease or purchase payments to be made to the City will be made by authorized personnel only.

COLLUSIVE BIDDING: The proposer’s signature on a submitted proposal is a guarantee by the proposer that the lease or purchase terms provided have been arrived at without collusion with other eligible proposers or any other persons or entities in a manner that has the effect, or potential effect, of precluding the City from obtaining the highest possible competitive price. A proposal shall be signed by the person or persons legally authorized to bind a proposer to a contract.

SPECIFICATIONS: Proposers must submit a proposal in accordance with the terms and conditions and the scope of services set forth in this RFP.

INVESTIGATION: Proposers submitting proposals shall make all investigations necessary to inform themselves regarding the building and grounds, and to provide an accurate scope of work proposed to be performed under this RFP and any resulting contract(s). By submitting a proposal, a proposer represents that it has read and fully understands this RFP, all supporting documents provided by the City, and any addenda thereto. The failure of any proposer to receive or examine any form, instrument, or document shall in no way relieve such proposer of its obligations under this RFP and as to its proposal.

CLARIFICATION OF RFP: Proposers who request a clarification of the RFP requirements must submit questions in writing to Nate Rudy, City Manager, in the manner and by the deadline specified in Section III.A. of this RFP, or present them orally at a scheduled pre-submission conference, if one has been scheduled. All written questions must be received by the City no later than the date or time stated herein. The City or its authorized staff and committees will issue a response in the form of an addendum to the RFP if a substantive clarification is necessary. Oral instructions or information concerning this RFP provided by the City or its employees and agents to prospective proposers shall not bind the City or its committees.

ADDENDA: Any change to this RFP shall be made by written addendum issued no later than **July 31, 2020**. The City is not responsible for any explanation, clarification, response or approval made or given in any manner except by authorized addendum.

PROPOSAL SUBMISSION: All proposals submitted in response to this RFP shall be filed with the City in person or via mail (USPS, FedEx, UPS, etc.) at: Nate Rudy, City of Hallowell, Attn: Second Street Fire Station RFP, 1 Winthrop Street, Hallowell, ME 04347. **Four (4) hard copies and a digital copy (via email or physical media) of the proposal must be submitted.**

ALTERNATIVE TERMS AND CONDITIONS: The City, at its sole discretion, may entertain alternative terms and conditions which deviate from the RFP requirements. Alternative terms and conditions may be considered if overall proposal and/or contract performance would be improved but not compromised, and if they are in the best interest of the City. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are not encouraged and, unless explicitly accepted by the City, are deemed to be rejected.

INSURANCE: With its proposal, Proposer shall provide a certificate of insurance demonstrating the existence of all insurance required by the contract terms set forth in Exhibit 1 hereto, or attest to their willingness to acquire this insurance in the event of a contract to the extent needed to adequately cover the scope of work proposed.

COST OF PREPARING PROPOSAL: This RFP does not commit the City to pay any costs incurred by a proposer in preparing and submitting a proposal or in making and preparing necessary investigations, studies or designs, or for procuring or contracting for services to be furnished under this RFP.

AWARD: All leases, contracts, or other legal instruments which are based on competitive proposals will be awarded according to the provisions in the RFP. The City and its authorized staff and committees reserve the right to reject any or all proposals, wholly or in part, or to award multiple contracts in whole or in part, and to accept any proposal which is deemed to be in the best interest of the City, not necessarily the highest financial value proposal, all at its sole discretion. The City and its authorized staff and committees also reserve the right at its sole discretion to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the City, including the scope of work and capabilities to complete Alternates, if applicable.

LICENSES: A successful proposer that is awarded a lease or purchase contract under this RFP shall be responsible for obtaining any and all necessary licenses, permits and authorizations to perform work in the United States, State of Maine and the City, at no cost to the City.

WITHDRAWAL/CANCELLATION: This RFP is not a commitment by the City to enter into a contract for the lease or purchase of a City building requested herein with any particular entity or proposer. The City reserves the right, in its sole discretion, to withdraw this RFP at any time prior to entering into such a contract and/or to reissue the RFP at a later date, if in the City's sole estimate it is in the best interest of the City to do so. The City or its authorized staff or

committees reserve the right to modify, revise or cancel this RFP, at its sole discretion without liability to any proposers. The receipt and review of proposals or the completion of interviews do not obligate the City or its authorized staff or committees to award a contract.

LATE SUBMISSIONS: Proposals received after the scheduled closing time for filing may be rejected by the City and its authorized staff and committees, without liability to a proposer. Proposers assume all responsibility for the timely submission of proposals in accordance with this RFP. The City and its authorized staff and committees shall have no obligation to consider late-filed proposals.

CONFLICT OF INTEREST: A proposer submitting a proposal thereby certifies that no elected or appointed official, agent or employee of the City who has a pecuniary interest in this RFP has participated in the preparation of its proposal; that the proposal is made in good faith without fraud; that the proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the proposer (including all subcontractors or project partners) is able to perform all the services specified in this RFP without any conflict of interest. A breach of this provision shall be deemed an anticipatory breach under the terms of any contract issued in accordance with the RFP.

PRICING: All lease rates or purchase prices set forth in a proposal, including for Alternates, shall remain firm and irrevocable for at least ninety (90) calendar days following the deadline for the submission of proposals. No proposal may be withdrawn during a period of 90 calendar days immediately following the opening thereof.

AUDIT REQUIREMENTS: A proposer that is awarded a lease contract under this RFP shall maintain such records as are required by the City in order to allow the City to fulfill its reporting requirements to the State of Maine or other agencies. A successful proposer shall allow the City or other agencies authorized by the City, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

VENUE: Any legal action or proceeding involving this RFP shall be venued in a court of competent jurisdiction in Kennebec County, Maine, without regard to conflicts of law principles.

II. SCOPE OF THE REQUEST FOR PROPOSAL

A. Introduction and Background

The City is seeking proposals from qualified firms or entities with demonstrated experience and expertise to develop the City-owned Second Street Fire Station (the "Work") under the covenants of the RFP and following the zoning requirements of the City of Hallowell Revised Ordinances of 1997. The City will also accept Alternative proposals, subject to the terms of this RFP.

The City of Hallowell is a service-center community located in Kennebec County in central Maine. Located along the scenic Kennebec River, Hallowell is home to 2,400 people and features an historic downtown with a thriving art and music culture, charming historic

neighborhoods, a waterfront boardwalk, walking trails in natural environments, and pastoral farmland and rural landscapes.

B. Scope of Work

The City seeks proposals for the adaptive reuse of the Second Street Fire Station, 124 Second Street, that preserve the historic character of the building the Secretary of the Interior's standards for historic preservation, and invigorate the downtown' arts, culture and historic district while protecting the residential feel of the adjacent neighborhood. Any entity selected by the City, or its authorized staff and committees, pursuant to this RFP will be required to enter into a lease or purchase contract including the terms set forth in Exhibit 1 hereto, with the following terms to be considered:

1. The City will require covenants to require maintenance of exterior to conform to Secretary of the Interior's standards for Historic Buildings.
 - a. Candidates will be given preference if they are working with an Historic Preservation Consultant who generates preservation guidelines, and will help the developer produce regular progress reports to the City, with Planning Board approval prior to any major construction work on the building.
2. The City prefers a 50- or 99-year ground lease, or a quitclaim sale.
 - a. NNN (Triple Net) lease to include payment in lieu of taxes (PILOT) equal to what would be assessed if the building were privately owned.
 - b. Preference will be given to proposals that keep the Hallowell Food Bank in its present location.
 - c. Preference will be given to proposals that include the Hallowell Citizen's Initiative Committee plans for a museum space with access to the hose tower.
3. The developers may request TIF district benefits to help the project move forward, TIF credit enhancements can only be given if they are paying taxes or a PILOT.
 - a. Developer must demonstrate access to historic tax credits, grants, and other financial supports / capacity prior to requesting TIF district benefits.
4. Preference will be given to developers who demonstrate commitment to completing the hose tower work as specified in the Coffin plans (second flight of stairs, bathrooms on floor 1 and 2, finishing the basement, LULA elevator) or provide a similar alternative.
5. Preference will be given to candidates who have demonstrated success with development of historic preservation real estate development, using historic tax credits, managing commercial or mixed-use properties, working with non-profit tenants, managing an arts and culture space.

C. Timeline for Selection & Project Completion

- **July 1:** Pre-Submission Conference; Questions/clarifications regarding RFP due
- **July 22:** Addenda issued, if needed, by 1:00 p.m. ET (via City website only)
- **August 31:** Proposals due by 4:00 p.m. ET.
- By **September 7:** Proposals reviewed; Winning proposal selected by City Council
- By **September 11:** Winning vendor notified, contract negotiated

- <<DATE6>>: Date by which project must be substantially completed
- <<DATE7>>: Date by which project must be fully completed to City specifications

III. PROPOSAL PREPARATION AND SUBMISSION

A. RFP Clarification

Questions and requests for clarification regarding this RFP must be directed via email to the person listed. The deadline for initiating such questions and/or clarifications is **July 22**, 2020. Addenda will be issued, as needed, no later than **July 31**, 2020 solely through the City website at <http://www.hallowell.govoffice.com/>

Refer written questions to:
Nate Rudy, City Manager
citymanager@hallowellmaine.org

B. Pre-Submission Conference

The City will host a pre-submission conference on **Wednesday, July 1** at the Second Street Fire Station, 124 Second Street, Hallowell, ME. The purpose of the meeting will be to review the project and answer questions/offer clarifications. Those unable to attend will be able to submit questions/clarifications via the process outlined above. Any addenda to the RFP that need to be issued as a result of this meeting or questions/clarifications submitted will be issued by the City no later than **July 31**, 2020, via the City website only.

C. Proposal Format

Proposals (four copies) must be submitted to the City at the address above and at the time and date specified in section 2.C. It is the proposer's responsibility to ensure that proposals are received prior to the specified closing date and time. Proposals received after the specified closing date and/or time may not be considered. The City shall not be responsible for the proper identification and handling of any proposals submitted.

By submitting a proposal, a proposer is accepting the General Instructions of the RFP (reference page 1 of the RFP).

D. Required Proposal Content

The proposal must include the following information supporting the respondent's expertise in providing the required services:

1. Entity / Proposer representatives and contact information, including the name(s) of the person(s) authorized to represent the proposer in any negotiations; name(s) of the person(s) authorized to sign any contract that may result; contact person's name, mailing or street address; telephone and facsimile numbers; and e-mail address(es).
2. The name(s) and resume(s) of the proposer's representative(s), both primary and backup, who will be responsible for working with the City on lease, purchase, and development agreements.

3. The name and resume of any clerk of the works or other propose representative who you expect to be on the job site when work is in progress and to whom questions or concerns about the project can be addressed as they arise.

4. Entity/Proposer history and experience in adaptive reuse of an historic building, as described in the scope of work.

5. Evidence of a history of successful completion of similar projects, on time and within budget, including two (2) or three (3) examples of similar efforts, to include contact names and information. **Please also include photographs.**

6. Proposed lease or purchase terms.

7. Proposed construction schedule, including start date and end date.

8. Proof of insurability at levels required by this RFP.

9. An acknowledgement and guarantee by the person submitting the proposal of the General Instructions of the RFP, including but not limited to terms related to collusive bidding and conflict of interest.

9. The proposal must be signed by the person submitting the proposal or a duly authorized representative of the entity submitting the proposal. The signature shall include the title of the individual signing the proposal.

IV. EVALUATION AND ASSESSMENT OF PROPOSAL

The City will evaluate and rank the written proposals. The following qualifications and standards are examples of anticipated considerations:

Scope of Proposal: Does the proposal show an understanding of the scope of work and demonstrate understanding both of the important role the building serves in the downtown zone, and also evidence that the entity can access the resources required to redevelop the property to the Secretary of Interior's standards?

Assigned Personnel: Do the people who will work on the project have the necessary skills? Are sufficient skilled people assigned to the project?

Availability: Can the work be completed in the timeframe required? Can targeted start and completion dates be met? Are other qualified personnel available, if required, to assist in meeting the project schedule? Is the project team available to attend meetings as required by the Scope of Work?

Capability and Experience: Does the respondent have the support capabilities, including personnel and equipment, and the financial viability to complete the project? Has the respondent successfully completed previous projects of this type and scope? Capability to complete Alternates?

The City may in its sole discretion, also consider additional factors or modify the criteria set forth above.

V. PROPOSAL ACCEPTANCE

All proposals shall remain firm, irrevocable and subject to acceptance for at least 90 calendar days after the submission deadline. The City shall issue a Notice of Award to the successful Proposer setting forth the contract and agreements required for a lease or purchase of the property. The City will thereafter deliver to the successful proposer the contract between the City and the successful proposer, which shall include the terms set forth in Exhibit 1 and shall set forth the Work and Alternates to be completed. The successful bidder shall return the executed contract to the City, with all required attachments, in the time specified by the City. After obtaining final reviews, the City will deliver one fully executed counterpart of the contracts and agreements, including preservation agreements / covenants to the successful bidder.

The City reserves the right to reject any or all of the proposals and to waive any deviations or irregularities at its sole discretion. Any proposals received after the submission deadline may be rejected.