



CITY OF HALLOWELL

ONE WINTHROP STREET
HALLOWELL, MAINE 04347

GARY LAMB, CITY MANAGER

TEL: (207) 430-4403

Request for Proposals for Sale and Reuse of the Second Street Fire Station

Issued: _____, 2025 | Due: noon on April 15, 2025

I. GENERAL INSTRUCTIONS

AUTHORITY: This Request for Proposal (“RFP”) 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 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 City Manager Gary Lamb, 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 _____ 2025. The City is not responsible for any explanation, clarification, response or approval made or given in any manner except by authorized written 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: Gary Lamb, City of Hallowell, Attn: Second Street Fire Station RFP, 1 Winthrop Street, Hallowell, ME 04347. **One (1) hard copy and one digital copy (via email or thumb drive) of the proposal must also 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 interests of the City. Substantive alternative terms, conditions and renovation ideas must be submitted as an additional proposal separate from other more RFP compliant submissions so that such deviations are easily identified and can be fully evaluated. **Alternative terms and conditions are not encouraged and, unless explicitly accepted by the City, are deemed to be rejected.**

INSURANCE: Proposer shall provide, in the event of a contract, a certificate of insurance demonstrating the existence of all insurance required by the contract terms 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 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 Alternative terms and conditions, if applicable.

LICENSES: A successful proposer that is awarded a 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 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 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. 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 purchase prices set forth in a proposal, including for Alternative Terms and Conditions, shall remain firm and irrevocable for at least one hundred twenty (120) calendar days following the deadline for the submission of proposals.

AUDIT REQUIREMENTS: A proposer that is awarded a 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 purchase, develop, and own 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 as of 2024. The City will also accept separate Alternative proposals, subject to the terms of this RFP. **(Note: The parking lot behind the old fire station is City owned and on the same parcel as the fire station. The City Council wishes to retain that parking lot but provide adequate reserved spaces to the Buyer which can be negotiated as part of the sale.)**

The City of Hallowell is located along the scenic Kennebec River and is home to 2,570 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 per 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 purchase contract, with the following terms to be considered:

1. The City will require covenants to require maintenance of the exterior to conform to Secretary of the Interior's standards for Historic Buildings because the building is on the National Register of 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. 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, or managing an arts and culture space.
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 proposals that keep the Hallowell Food Bank in its present basement location, although the City understands the Food Bank might have to close or move out for a while during demolition or construction.
5. Preference may be given to proposals that include the Hallowell Citizen's Initiative Committee desires for a museum space with access to the hose tower.

C. Timeline for Selection & Project Completion

- March _____, 2025: RFP Issued by City
- March _____, 2025: Pre-Submission Conference & Site Visit
- March _____, 2025: Questions/clarifications regarding RFP due
- April _____, 2025: Addenda issued, if needed, by 1:00 p.m. ET (via City website only)
- April 25, 2025: Proposals due by noon ET.
- April 28 – May 2, 2025: Proposals review and evaluation of proposals by the Property Committee
- May 12: Recommendation to City Council
- Winning proposal will be selected by City Council at May 2025 or later City Council meeting
- June: Execution of purchase, sale, and development agreement
- **May 30, 2027?**: Date by which project must be substantially completed
- **Nov 30, 2027?**: 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 below. The deadline for initiating such questions and/or clarifications is March _____, 2025. Addenda will be issued, as needed, no later than March _____, 2025 solely through the City website at <http://www.hallowell.govoffice.com/>

Refer written questions to:
 Gary Lamb, City Manager
citymanager@hallowellmaine.org

B. Pre-Submission Conference

The City will host a pre-submission conference and site visit on March____ 2025 at 1pm 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 and give interested parties a tour of the property. 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 April____, 2025, via the City website only.

C. Proposal Format

One hard copy of each proposal and **one digital copy** must be submitted to the City at the address above and by the time and date specified in section II.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 pages 1-3 of the RFP).

D. Required Proposal Content

A complete Proposal shall include the following sections. Responses to each section must be clearly labelled with the same headings as outlined in bold provided below. It should be clear that the applicant has responded to each proposal requirement. Applications should be well organized and easy for the evaluation team to navigate. Disorganized applications that do not clearly respond to each requirement may be disqualified.

Statement of Interest: Provide a statement of interest in the adaptive reuse of the Second Street Fire Station and an explanation of the proposed acquisition price.

Applicant Qualifications:

- 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 addresses, telephone numbers and e-mail address(es).
- The name(s) and title(s) of the proposer's representative(s), both primary and backup, who will be responsible for working with the City on purchase and development agreements.
- Names of any additional key personnel on the project team including the business owner, development team (including consultants), funding sources, and property manager(s).

Beneficial Interest Statement: Provide a statement of all corporations and individuals who would derive a direct financial benefit from the project, if awarded.

Development Project Experience:

- Entity/Proposer history and experience in adaptive reuse of an historic building, as described in the scope of work;
- Evidence of a history of successful completion of similar projects, including two (2) or three (3) examples of similar efforts. Please include the following

information for each past project example:

- Contact information.
- Location and photographs.
- Brief description of project type and use.
- Total project budget and description of financing.

Concept Plan of the proposed development that includes:

- Development program, including floor area for the specific types of residential and/or nonresidential uses, number of units, tenure (whether rented or owned) level of affordability, etc.
- Written description of the physical design of the development. May include graphics, renderings, or both, including site-specific conceptual layout.

Evidence of Financial Capacity: The Developer must provide evidence of financial capacity to undertake the proposed development. Include the following financial information, if applicable:

- Strategy for securing equity and financing
- Letters of Interest from lending institutions and financing sources
- Proforma
- Development budget
- Sources and uses
- Rent roll

Project Schedule: Proposed project schedule, including start date and end date. Include predevelopment (planning and design), construction, marketing, and lease-up.

Dismissal Disclosure: A disclosure of whether the proposed Developer and/or any of its principals, partners, co-ventures and/or subcontractors participating in the proposal, or the project has been dismissed or disqualified from a bid or contract within the past five years, and if so, the reason(s) why.

Other Disclosures: A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Developer's ability to perform contractually. If a joint venture, a disclosure is required for each partner in the joint venture.

Proof of Insurability at levels required by this RFP.

All proposals shall remain firm for one hundred twenty (120) calendar days from the proposal due date.

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 and contact information of the individual signing the proposal. The signature shall serve as 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.

IV. EVALUATION AND ASSESSMENT OF PROPOSAL

The City will evaluate and score the written proposals based on the following Evaluation Criteria:

Scope of Proposal & Concept Plan (40 points): 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? Does conceptual plan and description incorporate many of the desired attributes listed in the Scope of Work section?

Qualifications of Project Team (20 points): Do the people who will work on the project have the necessary skills? Are sufficient skilled people assigned to the project? The Project Team has successfully completed projects of similar scope, including redevelopment of municipal properties, adaptive reuse, and historic renovations, and has demonstrated a high likelihood to complete the project.

Evidence of Financial Capacity & Project Feasibility (20 points): The Proposal includes details on proposed tenants and financing for the project. Demonstrates financial capacity to complete the project in the manner proposed.

Project Schedule (10 points): 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? The Proposal includes a detailed timeline showing the Developer's understanding of the planning and development process.

Acquisition Price (10 points): The price offered will be a key component of the evaluation and may be negotiable.

Bonus Points (10): The Project incorporates climate and sustainability elements.

V. EVALUATION PROCESS

Proposals will be reviewed and evaluated by the Property Committee and City Staff. Upon the review and evaluation, the Committee will make a recommendation to the City Council for consideration. The Council will have the final decision and either accept or reject the recommended development Proposal.

During the evaluation process, the City reserves the right for any reason deemed appropriate by the City to waive portions of the RFP; to waive any minor informality in a proposal; to request "best and final" offers; to reject any and all proposals; to terminate this RFP; and/or to issue a new RFP.

The City Council reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason in its sole discretion. Any proposals received after the submission deadline may be rejected.

The RFP submissions will be evaluated in accordance with the Evaluation Criteria set out in the RFP. Before awarding the RFP, the City may request additional information from prospective developers or individuals.

V. PROPOSAL ACCEPTANCE

All proposals shall remain firm, irrevocable and subject to acceptance for at least one hundred twenty (120) 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 and shall set forth the Work and Alternative Terms and Conditions 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 or covenants to the successful bidder.

Within ninety (90) days of being selected, the Designated Developer shall provide the City:

- Development agreement(s) as negotiated with and to the satisfaction of the City, executed by the Developer.
- A deposit equal to 10% of the Purchase Price.
- Any other documents as required by the City.

If the required documents are not executed and submitted to the City within the specified time, the Designated Developer's selection will automatically expire, unless extended in writing by the City at its sole discretion.

The City reserves the right to negotiate with another Developer if the City is unable to negotiate a final Development Agreement satisfactory to the City in its sole discretion.

Please contact City Manager Gary Lamb for additional questions at 207-440-4403.