

TOWN OF BOWDOINHAM REQUEST FOR PROPOSALS TOWN HALL



Sealed Proposals plainly marked "Town Hall Proposal" on the outside of the mailing envelope, addressed to Nicole Briand, Town Manager, 13 School Street, Bowdoinham, Maine 04008 will be accepted until 11am (est) on Thursday, December 14, 2023. Addenda to this proposal, if any, including written clarifications to this RFP, will be posted on the Town of Bowdoinham website under the project heading.

INTRODUCTION

The Town of Bowdoinham is seeking bids for a contractor to address concerns with the Town Hall. The Town is flexible in the actual approach used to address this issue and would look for input, in addition to the approaches outlined below.

BACKGROUND

Bowdoinham is a small town in the Midcoast area of Maine, just north of Topsham. The Town population is 3,011, with 1,410 households.

History - Bowdoinham was incorporated on September 18, 1762 and the Town Hall building was erected in 1823.

Over the years the building has been used for many purposes including polling place, town meetings, craft fairs, dances and various private functions. The Town Hall has been a prominent feature of the Town for 200 years and is valued by many in the community.

Please note, while the building is named the Town Hall, the Town government offices are not located in this building. Town government offices are in the Combs School Building that shares a parking lot with the Town Hall.

Repairs and upkeep have been performed on the building periodically over the years, including replacing the steeple in 1996. In spite of these repairs the current state of the building is critical. Immediate areas to be addressed include:

- Foundation
- Undercarriage

TOWN OF BOWDOINHAM REQUEST FOR PROPOSALS TOWN HALL

A full report on the status of the building, including schematics and photographs, was performed by Preservation Timber Framing and published in April 2023. This report can be found on the Bowdoinham website (<https://www.bowdoinham.com/>) under the “Town Hall” tab. You should familiarize yourself with this report while preparing your response to this RFP. *The current state of the building precludes us from using it for any purposes.*

Bowdoinham has established a Town Hall Committee; an advisory committee established to discuss and advise the Bowdoinham Board of Selectmen on possible approaches to this issue.

Please note funding for any work done on the Town Hall, not covered by grants and fundraising, will need to be approved at Town Meeting. Our next Town Meeting is scheduled for June 12, 2024.

POSSIBLE SOLUTIONS

Our current goal is to ensure the safety of our citizens and realize this goal may be met in several ways. Outlined below are possible solutions that have been discussed by the Town Hall Committee as well as with other Town Officials.

- I. Stabilize, rebuild or replace the foundation. For this option, provide specific construction details.
- II. Complete removal of the building. All materials are to be removed from the site and properly disposed by the Contractor.
 - A. Bowdoinham would look favorably on any offer that would rebuild the structure in another location to be used for the buyer’s purposes, e.g. a wedding barn. In this option we expect the value of the building assets to be used to offset any costs required by the bidder.
 - B. Bowdoinham may be interested in retaining the steeple structure to use as a way to pay homage to this iconic building. In this option, the steeple structure must be installed on a new foundation in the area of the removed building.These options would also require successful bidder to rehabilitate the site so that the building is completely removed (unless otherwise noted), all debris is to be removed and the area is to be loamed and seeded.
- III. Repairing and restoration in distinct phases, starting with the most critical items and working from there over a longer period of time as funding becomes available.
- IV. Complete repair and restoration of the building as a single project. This approach has been explored and would require a very high level of funding. Please note in the June 2023 Town Meeting a proposal to acquire a Bond for \$1 million for restoration was defeated by the citizens.

While these options have been discussed by the Town we understand there may be options that we have not outlined above. Should you have an alternative approach please feel free to discuss those approaches in your proposal.

TOWN OF BOWDOINHAM REQUEST FOR PROPOSALS TOWN HALL

TIMELINE

All budget items must be approved by the citizens of Bowdoinham at its annual meeting, held in June. Given that requirement, outlined below is the timeline the Town is working under:

- RFP released by the Town – October 25, 2023
- Site Visit – As requested
- Questions due to Town – by November 30, 2023
- Bidder Meeting – November 15, 2023 at 10am
- Bids due back to the Town - December 14, 2023 by 11am
- Bids Evaluated – December 2023 - March 2024
- Tentative Contract Award – April 2024
- Contract Negotiation – April-May 2024
- Funding Approval - June 12, 2024 Town Meeting
- Contract Signing – by July 15, 2024

PROPOSAL REQUIREMENTS

1. Please discuss in detail your approach to this issue. Should you wish to propose several options please feel free to do so. You should also provide detailed pricing and caveats, if any, for each approach you are proposing. You are encouraged to offer alternatives to the approaches listed above.
2. Contractor is required to have adequate insurances. Please detail what insurance coverage you have for all aspects of this project, e.g. commercial vehicle liability, bodily injury and property damage. Insurance certificates must be presented prior to the contract's effective date.
3. Contractor will be required to provide a performance bond sufficient to cover value of this project, prior to the contract's effective date.
4. Contractor will be responsible to provide the Town with all necessary information and documents to obtain required permits for the proposed work. Depending on the proposed scope of work, a permit from the Fire Marshall's office (including stamped plans) may be required, as Town Hall is a public building.
5. Please provide an estimated timeline to complete your approach to this project. If there are contingencies to that timing they should be clearly stated.
6. Please provide at least 3 references where you have undertaken current or recent projects similar to the approach you are proposing for this project.

**TOWN OF BOWDOINHAM
REQUEST FOR PROPOSALS
TOWN HALL**

FINANCIALS

Your pricing estimates should anticipate a July 2024 start. Any contingencies to your pricing should be explicitly stated.

AUTHORIZED SIGNATURE

Please have your proposal signed by an individual who is authorized to bind your company.

EVALUATION

The Town shall evaluate the proposals on the basis of the qualifications, relevant experience and responsiveness of the bidders, project proposal as well as the estimated cost of the engagement. Cost will not be the only determining factor for the award of this proposal.

The Town reserves the right to make final determinations as to acceptable bids and the right to reject any or all bids and to waive any formalities if deemed in their interest to do so. The Town also reserves the right to select at random, call for re-bids and to exercise judgment in evaluation of proposals.

REQUEST FOR INFORMATION

Questions or requests for additional information should be submitted in writing (email is acceptable), please note all questions and responses will be posted to Bowdoinham's website:

Nicole Briand, Town Manager
Town of Bowdoinham
13 School Street
Bowdoinham, ME 04008
Fax: (207) 666-5532
email: townmanager@bowdoinham.com

**TOWN OF BOWDOINHAM
REQUEST FOR PROPOSALS
TOWN HALL**

ADMINISTRATIVE INFORMATION AND CONDITIONS FOR SUBMITTAL

- I. Compliance:** all participating Offerors shall agree to comply with all conditions, requirements and instructions of this RFP as stated or implied herein. Should the Town of Bowdoinham omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Planning Department prior to the date and time of the submittal deadlines shown in this RFP.
- II. Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline without express approval from the Town of Bowdoinham.
- III. Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror.
- IV. Acceptance of Proposal Content:** the contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award.
- V. Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Town of Bowdoinham reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions separately. Exceptions/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- VI. Minimal Standards for Responsible Prospective Offerors:** a prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
 - a. Have a satisfactory record of performance
 - b. Be otherwise qualified and eligible to receive an award and enter into a contract with the Town of Bowdoinham
- VII. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.

**TOWN OF BOWDOINHAM
REQUEST FOR PROPOSALS
TOWN HALL**

- VIII. **Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Town of Bowdoinham
- IX. **Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Town of Bowdoinham, shall constitute a contract equally binding between the Town of Bowdoinham and the Contractor. Any and all verbal communications and/or commitments made during negotiation process that are deemed agreeable to both the Town of Bowdoinham and selected Offeror shall be submitted in written form and made part of any resulting contract. No different or additional terms shall become a part of the Contract with the exception of an Amendment.
- X. **Contract Termination:** this contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services, or, (4) for convenience terminated by either party within a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- XI. **Indemnification:** Contractor shall defend, indemnify and save harmless the Town of Bowdoinham, and all its officers, employees, insurers and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Town of Bowdoinham growing out of such injury or damages.
- XII. **Costs of Response:** All costs borne by the Offeror in submitting a response to this RFP shall remain the sole responsibility of the Offeror.