



April 9, 2024

TOWN OF HANCOCK, MARYLAND

126 W. High St., Hancock, MD 21750

RFP 2024-01

Former Weaver's Restaurant Project

TOWN OF HANCOCK

126 W. High St.
Hancock, MD 21750

Phone: (301) 678 – 5622



REQUEST FOR PROPOSALS

RFP 2024-01: Former Weaver’s Restaurant Project (77 W. Main St., Hancock, MD)

The Town of Hancock invites the submittal of responses to this Request for Proposals (RFP) from qualified firms to provide improvements to Former Weaver’s Restaurant project. Please see the Scope of Work below.

The Town intends to consider Firms and/or individuals who possess the professional and administrative capabilities to provide the scope of services detailed within the bid package available on our website at www.townofhancock.org. This RFP is being released to ensure ongoing services with respect to the responsible use of tax dollars. The Town’s Elected Officials will participate in the process of selecting the appropriate firm. This RFP shall be reviewed, evaluated and awarded as an RFP in accordance with the Town of Hancock Purchasing Ordinance, Chapter 87 of the Code of Ordinances of the Town of Hancock.

The Town of Hancock reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes, to reject Proposals containing any additional terms or conditions not specifically requested in the original Scope of Work, and to reject any or all proposals, and waive informalities as may be deemed in the best interest of the Town.

Point of Contact: Michael Faith, Town Manager, can be reached at 301-678-5622 or townmanager@townofhancock.org with any questions.

**Town of Hancock
Request for Proposals
RFP 2023-04
Former Weaver's Restaurant Project**



Information for Bidders

Request for Proposals Relating to 77 W. Main Street. Hancock. Maryland

Introduction

The Town of Hancock, Maryland, is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland.

The Town of Hancock owns certain real estate together with improvements located thereon commonly known as 77 W. Main Street, Hancock, Maryland (the "Property"), Tax ID 05-015871, Map 0502, Parcel 0577, Deed Reference 07273/ 00454.

The Mayor and Council have determined to market the property for sale to a bona fide purchaser, through this Request for Proposals at a price and upon terms deemed reasonable by the Mayor and Council and in accordance with the Town's Charter, Code of Ordinances, and the Annotated Code of Maryland.

The above parcel of land, together with any improvements thereon, shall be transferred as indicated by deed and transferred "As Is" with no guarantee as to the condition of said premises either environmentally or otherwise.

In an effort to determine the best use of the aforementioned building and site which would best serve the interests of the citizenry of the Town of Hancock, the Mayor and Council of the Town of Hancock have determined that the Town should receive formal proposals from qualified persons and firms.

The Town of Hancock is requesting proposals from qualified individuals and/or firms in connection with the herein described building and site owned by the Town. The Town is seeking proposals for the sale/purchase of the Property which fall within the parameters and restrictions set forth in the aforementioned Ordinances, copies of which can be obtained from the Town Clerk as part of the Information to be Supplied to Prospective Proposers. The Town of Hancock has not determined a specific use for the property and the improvements and intend to consider all valid and realistic proposals with the intent of entering into an agreement with the individual and/or firm that submits a proposal which the Mayor and Council, within its discretion, deems to be in the best interest of the citizenry of the Town of Hancock. Because of the unique nature and location of the property, factors such as the intended use, upgrades and improvements to the structure and compatibility with the surrounding area including, but not limited to, traffic flow, site improvements and monetary expenditures shall be reviewed and evaluated in making a determination.

I. Project Overview

The Town of Hancock is soliciting bids for the Former Weaver's Restaurant Project (77 W. Main St., Hancock, MD) improvements.

THE WORK MUST BE STARTED WITHIN 60 DAYS OF CLOSING, WITH SUBSTANTIAL COMPLETION WITHIN 9 MONTHS.

Sealed Proposals: Due by *Friday May 10th*, by *1:00 PM*. Envelopes should be delivered or mailed to Town Manager, *Former Weaver's Restaurant Project*, 126 W. High St., Hancock, MD 21750. The Town reserves the right to reject any and all bids.

Proposal Opening: All bids will be opened by the Clerk/Treasurer and Town Manager and presented to the Mayor & Town Council at an upcoming meeting.

Proposal Award: The Mayor and Town Council will revisit the proposal package information at an upcoming meeting for the purpose of approving a bid. The Town Manager will contact the awardee and provide a letter to unsuccessful bidders within 7 days of the approval.

II. Details

1. All proposals shall describe with specificity the proposed use and to the extent applicable a detailed description of the following:

- The proposed purchase price and any other specifics relating to the purchase of the site.
- The services, materials and methods intended to be used by the Proposer to complete the proposal described herein.
- Any individual(s) or firm submitting a proposal hereunder understands that it/they shall be responsible for moving all wastes from the site as well as any costs associated with the removal and disposal of same precipitated by the implementation and completion of the proposal.
- The amount of time necessary to complete the proposal and the anticipated work.
- Any financing that will be required and evidence that said financing can be obtained.
- The identity of all individuals involved in the proposal and if it involves a corporation, partnership and/or limited liability company the names and addresses of the principals of those entities.
- A description of the qualifications of the individual(s) and/or firm submitting the proposal.
- A list of references.

- Specific and detailed information regarding any warranties which would be extended by the Proposer to the Town and/or relating to any equipment or other installations that may occur as part of the proposal.
- All concept drawings if the proposal involves an alteration of the site and/or existing improvements.

If the Mayor and Council select a proposal which it believes best serves the interests of the citizenry of the Town of Hancock, the selected Proposer shall be required to execute a contract written for and by the Town of Hancock. Submitting a proposal indicates the Proposer's willingness to accept a written contract and to agree to the inclusion of this RFP, the proposal and all submitted written material relevant thereto in the contract.

The Town of Hancock reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal or a portion of a proposal deemed to be in the best interests of the Town of Hancock. Any individual or firm submitting a proposal understands that the final acceptance of a proposal is subject to the passage of appropriate Ordinances in accordance with the Charter of the Town of Hancock and that acceptance of the proposal alone does not create a binding contract or obligation on the Town of Hancock until such time as the appropriate Ordinances are passed in accordance with the Charter of the Town of Hancock.

All proposals shall be valid until accepted by the Mayor and Council. In the event that the Mayor and Council accept a proposal submitted pursuant to this Request for Proposals, the firm and/or individual(s) submitting the proposal shall be responsible for furnishing all equipment and personnel necessary to perform the work and scope of work set forth in the proposal in a timely and workmanlike fashion.

Any individual(s) or firm submitting a proposal shall carry Workers' Compensation Insurance for all personnel used to perform and/or complete the proposal and shall provide the Town with proof of said insurance and the personnel covered.

Any firm or individual(s) submitting a proposal that is accepted shall be required to carry appropriate liability insurance with minimum limits of \$1,000,000.

Any Proposer whose proposal is accepted shall furnish the Town with Certificates of Insurance showing type, amount, class of operation, personnel covered, effective dates and expiration dates.

The selected Proposer may be required to furnish a Performance Bond equal to the value of the contract or other security as a guarantee of performance. Submitting a proposal indicates the vendor's willingness to furnish such security in the event the Town deems it necessary and appropriate.

The Town of Hancock reserves the right to accept or reject any or all proposals submitted pursuant to this Request for Proposals.

Any individual(s) or firm submitting a proposal pursuant to this Request for Proposals shall not assign or sub-contract any of the work herein without the prior written consent of the Town. Any proposal which includes reference to more than one (1) vendor or supplier of goods or services shall provide adequate identification of the proposed suppliers of same. The proposal shall clearly identify the individual(s) and/or firm who will have ultimate responsibility for the overall implementation and completion of the proposal.

The selected Proposer shall save and hold harmless the Town of Hancock from any and all liability arising out of the implementation and completion of the proposal. All proposals shall specify the amount of time necessary to complete the work anticipated and/or the implementation of the proposal.

All work related to the Proposal on the Property shall be performed in accordance with applicable local, State, and/or Federal laws and regulations. The individual(s) or firm whose proposal may be accepted by the Town of Hancock shall be responsible for obtaining and paying for all necessary permits, the payment of all closing fees, real estate commissions, procurement fees, transfer taxes, documentary stamps, recording costs, loan origination fees, survey expense, appraisal fees, environmental studies or other costs associated with and/or related to the acquisition and development of the Property.

In the event that the Mayor and Council accept a proposal submitted pursuant to this Request for Proposals and the written contract anticipated herein is not executed within sixty (60) days following the acceptance of the proposal, the Mayor and Council, within its absolute discretion can reject the proposal without recourse.

IV. Indemnification

1. The Vendor Shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Vendor, or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

2. In any and all claims against the Owner or any of their agents or employees by any employee or the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under preceding paragraph, shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Vendor, or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3. The obligations of the Vendor under the preceding paragraph shall not extend to the liability of the Owner, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (2) the giving of or the failure to give directions or instruction by the Owner, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.
4. Contractor shall maintain such compensation and liability insurance as will protect the owner from any such and all claims for damages or for personal injury or damage to property which may arise from this operation under the contract.
5. Contractor shall maintain worker's compensation as required by Maryland Law and shall provide evidence of workmen's compensation insurance covering all personnel.
6. Contractor shall furnish the Town of Hancock with certificates of insurance showing type, amount, class of operations covered, effective dates and dates of expiration of all policies.

V. Final Completion Inspection

Upon written notice from the Vendor that the project is complete, the Owner will make a final inspection with the Vendor and will notify the Vendor verbally/ as well as in writing of any particulars in which this inspection reveals that the work is not complete and/or what is expected. The Vendor shall immediately make such correction as are necessary to remedy such defects.

VI. Proposal Submittal

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the Town Manager for the Town of Hancock at (301) 678-5622 or by email at townmanager@townofhancock.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The Town of Hancock reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes, to reject Submittals containing any additional terms or conditions not specifically requested in the original Scope of Work, and to reject any or all proposals, and waive informalities as may be deemed in the best interest of the Town. The Town also reserves the rights to:

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Bidder(s) prior to selection.
- Request that Bidder(s) furnish additional information as the Town may reasonably require.
- Process the selection of the successful Proposer without further discussion.
- Accept or reject qualifications or proposals in part or whole.
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each Bidder.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a Bidder knowingly and willfully submits false information or data, the Town of Hancock reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the Town of Hancock reserves the right to terminate the Agreement.
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the Town of Hancock to do so.
- The Town shall be the sole judge of the proposer's qualifications.

Bids must be SEALED and MARKED ***“Former Weaver’s Restaurant Project”*** and received by the Town of Hancock no later than ***Friday May 10th***, by ***1:00 PM***, at the following address:

Town of Hancock
126 W. High St.
Hancock, MD 21750

Any bids received after the bid receipt date and time will not be accepted.

Sealed Proposals: Due ***Friday May 10th***, by ***1:00 PM***. Envelopes should be delivered or mailed to Town Manager, Former Weaver’s Restaurant Project, 126 W. High St., Hancock, MD 21750. The Town reserves the right to reject any and all bids.

Proposal Opening: All bids will be opened by the Clerk/Treasurer and Town Attorney and presented to the Mayor & Town Council at an upcoming meeting.

Proposal Award: The Mayor and Town Council will revisit the bid package information at an upcoming meeting for the purpose of approving a bid. The Town Manager will contact the awardee and provide a letter to unsuccessful bidders within (7) days of the approval.

Inquiries: Technical questions may arise as firms are preparing their proposals. The Town will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date.

Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum.

IMPORTANT NOTE

All addendums will be advertised on the Town's webpage under Requests for Proposals. It is the responsibility of potential bidders to monitor this page and ensure their submission includes information contained in all advertised addendums. The Town holds the right to reject any bid not containing information contained in advertised addendums.

Please direct written inquiries to:

Michael Faith
Town Manager, Town of Hancock
126 W. High St.
Hancock, MD 21750
P: (301) 678-5622
townmanager@townofhancock.org

Rejection Rights: The Town of Hancock reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The Town further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the Town of Hancock each for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 120 days from date of receipt.

BID SUBMISSION FORM

Proposal of _____ hereinafter called "PROPOSER", organized and existing under the laws of the State of _____ doing business as _____ for the Town of Hancock, Maryland (hereinafter called "OWNER").

In compliance with your Information for Bidders, the BIDDER hereby proposes to perform all WORK for the **Former Weaver's Restaurant Project** in strict accordance with the CONTRACT DOCUMENTS, and at the lump sum price stated below in the Bid form.

By submission of this RFP, the PROPOSER certifies, and in the case of a joint RFP each party thereto certifies as to its own organization, that this RFP has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this RFP with any other PROPOSER or with any competitor.

The PROPOSER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the time set forth. The PROPOSER further agrees to pay liquidated damages for each consecutive calendar day thereafter.

The Proposer agrees to execute a Contract for the work as awarded at the lump sum amount quoted in the bid proposal and further guarantees completion within the time stipulated with allowances for any extensions of time that may be approved.

The Proposer hereby states that he has available adequate equipment and finances to prosecute the work properly and expeditiously as bid and is prepared to present further information to substantiate this statement.

The Proposer further covenants and warrants that he has examined the site of the work; that he has had sufficient time to examine the site of the work to determine the character of the subsurface material and conditions to be encountered; and that he has based the contract prices on his own independent examination and investigation of the site, subsurface materials, and conditions, and has not relied on any subsurface information furnished to him by the Owner.

The Proposer agrees to do everything required to perform all work necessary for, or incidental to, and to perform all other obligations imposed by this Agreement for the full and just Lump sum of _____ dollars (_____), lawful money of the United States of America in strict accordance with the Contract Documents for **RFP 2023-04: Former Weaver's Restaurant Project** as prepared by the Town of Hancock.

**The Proposer agrees to complete the project within 90 days
of the Notice of Award / Notice to Proceed.**

Respectfully submitted by:

Proposer Printed Name	Date		
E-Mail Address	Title		
Street Address	City	State	Zip
License # (if applicable)	Phone Number		

SEAL IF A
CORPORATION

AUTHORIZED SIGNATURE: I, _____ do hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The Town reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the Town, in its sole discretion, determines to be in the best interest of the Town.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.