

# **Cape Light Compact**

**Acquisition of Real Property via Lease:**

**For the**

**Cape Light Compact's Office and Meeting Space**

**Request for Proposal**

**March 1, 2017**

Official copies of this document and any addenda thereto are issued electronically only by the Cape Light Compact. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Cape Light Compact's web site for any addenda or modification to this solicitation, if they intend to respond. The Cape Light Compact accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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## **SECTION I. INTRODUCTION AND BACKGROUND**

The Cape Light Compact's Chief Procurement Officer, is soliciting responses from interested parties for the acquisition, by lease, of a minimum of 4,000 square feet to be used as office space for the Cape Light Compact (Compact). The preferred location of leased space must be centrally located in the Town Barnstable or Yarmouth, Massachusetts. The Compact requires a twenty (20) month lease commencing May 1, 2017 with one (1) additional thirty six (36) month option. The thirty six month option year shall be contingent upon an adequate funding appropriation for this purpose.

This Request for Proposal is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 16 and all lease documents must be strictly awarded in accordance with the requirements of this Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The Chief Procurement Officer reserves the right to reject any or all proposals or cancel this Request for Proposal if deemed to be in the best interest of the Compact.

### **A. BACKGROUND**

The Cape Light Compact (the Compact) was formed in 1997 as a consumer-based organization authorized by votes of town meeting, boards of selectmen, town council, and county commissioners. It consists of all twenty-one Cape and Vineyard towns and Barnstable and Dukes counties. It is governed by the Compact Governing Board, which provides on-going policy and budget oversight of all Compact initiatives.

The Compact's articles of organization are comprised of a formal Intergovernmental Agreement signed by each participating town or county member. Membership provides voting rights and inclusion for planning, analysis, and participation in Compact programs. The organization relies on the existing structure of local and county government, cooperation between government agencies, and the professional expertise provided by staff and contractors.

The purpose of the Compact is to advance the interests of consumers in a competitive electric power supply market. This purpose includes development and implementation of energy efficiency plans and programs.

Funding is subject to appropriation. Funding for the initial twenty-month (May 1, 2017 through December 31, 2018) lease has been appropriated at this time.

The Compact will only consider lease proposals for properties located in either the Town of Barnstable or Yarmouth, and prefers them to be centrally located and easy to access for staff, board members and the public.

## **SECTION II. KEY DATES FOR PROPOSAL**

### **Key dates for this Proposal**

March 1, 2017	Advertise RFP in Cape Cod Times
March 1, 2017	Legal Advertisement in Central Register
March 12, 2017	Second Advertisement in Cape Cod Times
March 16, 2017	Last date for written questions
March 31, 2017	Proposals Due, 2 pm in Compact's Office
Week of April 10, 2017	Notice of award to best proposer
May 1, 2017	Lease to commence

## **SECTION III. PROPOSAL INSTRUCTIONS**

### **A. Instructions to Proposers**

1. Attention of all proposers is directed to Chapter 30B section 16 of the General Laws of the Commonwealth of Massachusetts governing transactions involving real property and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. The Compact's Chief Procurement Officer may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Compact or if it is otherwise in the best interest of the Compact.
3. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications arising from these documents shall be submitted to the Compact's Procurement Officer in writing. They must be submitted in accordance with Section II "Key Dates for This Proposal".
5. Each proposer shall acknowledge receipt of any and all addenda issued to the Request for Proposals by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. The proposer shall sign the proposal in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.

7. Proposers may correct, modify or withdraw the original proposals on or before the date and time stated in the “Legal Advertisement”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation with respect to his/her proposal.
9. It is understood that the Proposal submitted to the Compact will remain valid for 90 days past the submission deadline.
10. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over real property transactions shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, organizations, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
12. All costs involved in preparing the Proposal will be borne by the proposer; neither the Compact or any Compact member town or county, including all Compact staff and the Chief Procurement Officer will not be liable for any costs associated with the creation of the Proposal.
13. Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority’s decision or judgment on these matters shall be final, conclusive and binding.
14. Any proposal received after the date and time stated in the “Legal Advertisement” will be deemed “non-responsive” and shall not be opened. Unopened proposals will be returned to the proposer.
15. Any lease agreement resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Compact. The Evaluation Committee will be the sole judge in determining whether a submitted proposal satisfies the requirements of this RFP and whether or not the Proposal will prove Advantageous or Highly Advantageous to the Compact.

## **B. Site Visit**

After the receipt and opening of the lease proposals, the Compact will visit any location that meets the minimum requirements. Proposers must be able to provide access to the proposed lease premises for scheduled appointments for a period of at least one week after the opening of the proposals.

### **C. Questions and Clarifications**

Any questions or requests for clarification shall be submitted in writing via email to the Chief Procurement Officer prior to the date indicated in Section II in order to afford the Compact adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will eventually become part of the lease documents. Those who have received a copy of the RFP will be notified of such changes and will receive a copy of any addenda.

### **D. Notification of Award**

All proposers will be notified of the selection decision upon receipt of the Compact's authorization to proceed, it is anticipated that notification will be timely with the lease commencing on May 1, 2017.

### **E. Lease Agreement**

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal, will become part of the negotiated lease documents.

### **G. Lease**

As a Governmental Entity, the standard lease format the Compact will sign is attached as an appendix to this request to provide the proposer with a sample of the lease document that will be finalized with the proposer be given a notice of acceptance.

- 1) **Length of Lease.** The Compact requires a twenty-month (20) lease with one additional thirty six month option, to be exercised at the sole discretion of the Compact, and is subject to funding appropriation. The Compact will provide 90 days notice to lessor if they will not be exercising the lease option.
- 2) **Funding availability for Lease.** The Compact can pay up to \$7,500.00 per month including all costs, fees and utilities (including but not limited to refuse removal, gas, parking, electric, water, and sewer/septic charges) for the appropriate lease space meeting the terms of this Request for Proposal. In order to secure this price, the leased premises is expected to meet all of the requirements of the Compact. The Compact will consider

including a 2% escalation factor for the rent on an annual basis.

- 3) **Additional Terms.** The form of lease attached is meant to be the Compact's offered lease terms. Minor changes may be considered, but any major changes to the lease documents that result in any potential for compromising the competitive process, will not be considered. Significant issues, and/or proposed edits, regarding the terms and conditions of the lease should be identified and submitted as a written question on, or before March 10, 2017. Submission of a proposal indicates that the proposer accepts the lease document terms and conditions offered.

## SECTION IV. PROPOSAL REQUIREMENTS

### A. Minimum Requirements

The evaluation committee shall reject proposed properties which do not meet the following certain minimum requirements.

1. Property proposed for lease must be accessible to the public and centrally located either in the town of Barnstable or Yarmouth.
2. Monthly rent shall not exceed \$7,500 including utilities allotment. **If utilities are not included, monthly rent shall be less than \$7,500.00.**
3. The bidder must have clear title to the property in question, which may include a valid mortgage, which is not in default or in danger of default.
4. The Compact reserves the right to require a financial statement from bidder to demonstrate financial stability. Proposals may be rejected from those in bankruptcy or experiencing other precarious financial circumstances if deemed in the best interest of the Compact. The Compact reserves sole discretion to determine whether a proposer's financial circumstances are acceptable.
5. Proposals will be accepted only from owners or from agents who have a sole right to lease the property. Agents acting on behalf of owners must submit with their bid an authorization form executed by the owner(s) of record.
4. All proposals shall be submitted to the Cape Light Compact's Office, as stated in "Legal Advertisement"-Appendix E. Each property shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
5. The proposal must be received in the Compact's Office before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section VI—Proposal Submission Requirements).
6. The Proposer must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix A) and include them in the proposal package. The proposer must also fill out and sign the Disclosure of Beneficial Interests in Real Property Transaction form (Appendix C) included with this packet. This form is required by State Law.

7. The proposal must be signed by an agent of the company, or an individual who has authority to offer the proposal at the price(s) stated.
8. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any are to be clearly stated.

## **B. Premise Requirements/Minimum Criteria**

1. Location - Premises must be centrally located within either the town of Barnstable or Yarmouth.
2. Minimum square footage – 4,000.
3. Maximum monthly rent - \$7,500.00 (including but not limited to refuse removal, gas, parking, electric, water, and sewer/septic charges).
4. Premises must consist of a minimum of five private offices for single occupants, and one private office, for two occupants. If private offices do not exist, space must be capable of being renovated to accommodate installing private offices. The remainder of the space can be open, but Compact must be allowed to install modular office cubicles.
5. Premise must have space for storage and must offer a location for the standard array of office equipment (copier, printer, fax etc.). Ideally, office equipment location should be in a separate and sound proof area.
6. Premises must have fully operational restroom facilities, with a separate men and ladies restrooms preferred.
7. Premises must contain, in a separate room, a small conference room capable of seating 6-8 people. If small conference room space does not exist, overall space must be capable of being renovated to accommodate a future small conference room.
8. Premises must contain a large conference room space capable of seating 25, and chairs for an additional 12 (37 chairs in all). Large conference room should have the ability to support customary electronics associated with a conference room. Ideally, this would include phone and computer jacks, conference call capabilities and video conference capabilities. If a large conference room space does not exist, space must be capable of being renovated to accommodate a large conference room and customary electronics.

The Compact would be willing to share a large conference room with other tenants, but would require access to the room on the second Wednesday of every month for the entire day.

9. Premises must have kitchen/utility area that includes a kitchen sink, counter tops, space for a refrigerator, microwave and a coffee machine. Compact would be willing to share this space.
10. The ideal lease area must be clean and in ready to occupy condition, or can be renovated in less than eight weeks for occupancy as described in this RFP.
11. Proposer must be compliant with all Town codes and regulations.
12. Heat and air-conditioning required.
13. The proposed lease premises must have adequate services for usual office activity and equipment. Specifically, premise must have high speed internet access, phone system and computer capabilities.
14. T The proposer shall be responsible for any maintenance or repairs required on the premises.
15. Premises must provide parking on-site, or adjacent to premises, for 15 cars on a daily basis and up to 35 cars one day per month.
16. Ideal proposed premises must be available for occupancy on May 1, 2017, or can be renovated within eight weeks.

### **C. Nature of Use**

Cape Light Compact will utilize the lease premises as office and meeting space. The space will be open to visitors, on an as needed basis. The Compact will hold its monthly Board meeting on the premises and this meeting is open to the general public. The executive board of the Compact also meets periodically over the course of the month as needed.

### **D. Additional Narrative Information**

Please submit a statement that you meet the financial and ownership criteria as stated in the minimum requirements. The Compact reserves the right to request additional financial information from proposers to make adequate investigation into the financial status of a proposer.

### **E. Miscellaneous Requirements**

## **Insurance**

The Compact carries its own liability and personal property insurance. The proposer shall carry their own liability, fire, and property insurance. Evidence of both parties' current insurance shall be provided to the other during the term of this lease.

## **SECTION V. PROPOSAL EVALUATION**

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Compact's Procurement Officer. Those proposals that meet all of the minimum requirements outlined in this RFP and are determined to be both responsive (those that offer all of the basic requirements requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to enter into a lease of property relationship with the Cape Light Compact) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the criterion may contain ratings of

Not advantageous  
Acceptable  
Advantageous  
Highly Advantageous

### **A. Minimum Criteria—*Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.***

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV.

### **B. Comparative Criteria**

1. Location of proposed lease premises

**Acceptable** - Proposed lease premises is not centrally located in the town of Barnstable or Yarmouth.

**Advantageous** - Proposed lease premises is centrally located within the town of Barnstable or Yarmouth, but has issues surrounding parking, access or traffic that make this challenging.

**Highly Advantageous** - Proposed lease premises is centrally located in the town of Barnstable or Yarmouth, publicly accessible and has sufficient on-site or adjacent parking.

2. Size of proposed lease premises

**Acceptable** – Proposed lease premises is approximately 4,000 square feet.

**Advantageous** – Proposed lease premises is approximately 4,000 square feet, or more, but has shared conference room, storage space, and kitchen/utility room space with other tenants.

**Highly Advantageous** – Proposed lease premises is approximately 4,000 square feet or more, and has dedicated conference room, storage space, and kitchen/utility room.

3. Floor plan of Lease premises

**Acceptable** – Proposed lease premises does not currently contain, and cannot easily be divided to accommodate, individual offices, cubicles and conference rooms.

**Advantageous** – Proposed lease premises is divided into some of the requirements for five private offices for single occupants, one private office for two occupants, one separate equipment room and one small and one large conference room; however, leased premises can be renovated to accommodate these features, and has required storage space.

**Highly Advantageous** – Proposed lease premise has existing a minimum of five private offices for single occupants, one private office for two occupants, one separate equipment room, and has one small and one large conference room as described in this RFP. On-site storage is plentiful and available.

4. Rest Rooms

**Unacceptable** – No restrooms in leased premises.

**Acceptable** – One fully functional rest room in leased premises.

**Advantageous** – Two fully functional rest rooms in leased premises.

**Highly Advantageous** – At least two fully functional rest rooms in leased premises one for men and one for women.

5. Internet and Phone Capabilities

**Unacceptable** – Proposed lease premises does not have existing high speed internet access and phone connectivity.

**Acceptable** – Allowances are made for the Compact to upgrade existing services to the spaces set as part of the leased premises.

**Highly Advantageous** – Proposed lease premises is already and completely wired for interoffice Ethernet (cat 5e, 6, or 6a) network connectivity to all parts of the leased premises.

6. Occupancy

**Not Advantageous** – Proposed lease premises not available for occupancy or renovation on 5/1/2017.

**Acceptable** – Office spaces are available on 5/1/2017, but secondary space (conference rooms, storage space, breakrooms etc.) may require renovation, with allowances included in the lease terms.

**Highly Advantageous** – Proposed lease premises is available for occupancy in move in condition on 5/1/2017.

7. Lease Rate (including utilities allotment)

**Unacceptable** – Proposed lease rate does not include utility costs and is higher than \$7,500.00 per month for potential twenty-month lease term.

**Not Advantageous** – Proposed lease premises does not include all utility costs and fees but is lower than \$7,500.00, in total, per month for potential twenty-month lease term.

**Advantageous** – Proposed lease rate includes all utility costs and fees and is \$7,500.00 per month for potential twenty month lease term.

**Highly Advantageous** – Proposed lease rate includes all utility costs and fees and is notably less than \$7,500.00 per month for potential twenty month lease term.

8. Accessibility

**Unacceptable** – Proposed lease premises is not accessible to the public.

**Advantageous** – Some of the lease premises is easily accessible to the public.

**Highly Advantageous** – Proposed lease premises is fully accessible and is located on the first floor or street level.

#### 9. General Impression

**Unacceptable** – Proposal or proposed lease premises fails to meet professional standards,

**Advantageous** - Proposal or proposed lease premises meets professional standard in presentation and location.

**Highly Advantageous** - Proposal or proposed lease premises exceeds professional standards in presentation and location. Proposal is well written and error free.

## **SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. Submission**

One sealed envelope containing an unbound original and three (3) copies of the proposal marked “Cape Light Compact office Space Lease” must be received per the time frame outlined in the legal advertisement (appendix E). It is the sole responsibility of the offerer to insure that the proposal arrives on time at the designated place. Late submittals will not be accepted.

Please include in your submittal, Appendix A, Certificate of Non-Collusion and State Tax Certification; Appendix B “Price Submittal Form”, and Appendix C, Non Disclosure Form. Also include a description of the proposed lease property.

Your proposal must include a cover letter including name of proposer, address and telephone number signed by a duly authorized individual.

### **B. Contact Information**

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is indicated in the Key Dates section II. After that day, no requests or questions will be accepted unless the due date is extended in which case the deadline for questions may also be extended. Please contact the Cape Light Compact for clarification of this Request for Proposal, direct all inquiries regarding this requirement to:

Cape Light Compact  
Margaret T, Downey  
Compact Administrator  
3195 Main Street  
Open Cape Building  
Barnstable, MA 02630  
Email: [mdowney@capelightcompact.org](mailto:mdowney@capelightcompact.org)

CAPE LIGHT COMPACT

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM _____	SIGNATURE _____
ADDRESS _____	NAME (print) _____
_____	TITLE _____
TELEPHONE _____	DATE _____

\*\*\*\*\*

CAPE LIGHT COMPACT  
STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

_____	by: _____
* Signature of individual or Corporate Name (Mandatory)	Corporate Officer (Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**CAPE LIGHT COMPACT  
Lease Pricing Worksheet**

In meeting the requirements of the Request for Proposal documents dated February 21, 2017,

\_\_\_\_\_ offers the following proposed pricing for the lease of  
(Name of Company or Individual)

property located at \_\_\_\_\_ (address of proposed  
lease premises)

Square footage \_\_\_\_\_ (Minimum 4,000)

Property available for occupancy commencing: \_\_\_\_\_ (date)

LEASE AMOUNT FOR YEAR 1 AND OPTION YEAR 1 (payable monthly):

\$ \_\_\_\_\_/month (Not to Exceed \$7,500.00/month,  
\$90,000/year)

Lease amount above to include monthly utilities which shall include dumpster charges, heat, air conditioning, electricity as it pertains to the outside lights, electricity to power the heater and air conditioners, sewer, water and any other fees or charges. If Lease amount does not include monthly utilities, then estimates of monthly utilities should be provided and will then be the sole responsibility of Lessee.

Name (Print) _____
Address _____ _____
Telephone _____
Facsimile _____
_____ Date _____
Signature of authorized Agent of entity offering proposal

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capitol Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:

\_\_\_\_\_ (Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction:  Sale  Lease or rental for \_\_\_\_\_ (term):

4. Lessor(s): \_\_\_\_\_

Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.*

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE**

**LEASE AGREEMENT**

Article 1: Parties

(LESSOR NAME & ADDRESS), LESSOR, which expression shall include heirs, successors, and assigns where the context so admits, does hereby lease to the Cape Light Compact, by its Administrator, hereinafter called the LESSEE, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with its usual office located at 3195 Main Street, Open Cape Building, Barnstable, MA 02630, LESSEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

Article 2: Premises

(ADDRESS AND DESCRIPTION OF LEASE PROPERTY)

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. Request for Proposal entitled "Cape Light Compact Office and Meeting Space, Acquisition of Real Property via Lease" dated February 21, 2017 is hereby made part of this lease

Article 3: Term

The term of this lease shall be for twenty-months (20) with one additional thirty six month option, commencing (DATE) and ending (DATE).

Article 4: Rent

The LESSEE shall pay to the LESSOR fixed rent at the rate of \$\_\_\_\_\_ per year, payable in advance in monthly installments of \$\_\_\_\_\_. Rent shall include utilities as stated in Article 5 below.

Article 5: Utilities

Lease amount above to include: dumpster charges, heat, air conditioning, electricity, sewer, water and BID district charges. .

LESSOR shall have no obligations to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

#### Article 6: Use of Leased Premises

The LESSEE shall use the leased premises only for the purpose of conducting normal Cape Light Compact business.

#### Article 7: Compliance with Laws

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws.

#### Article 8: Fire Insurance

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

#### Article 9: Maintenance and Lessee's Obligations

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of the LESSOR before erecting any sign on the premises.

#### Article 10: Lessor's Obligations

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

#### Article 11: Alterations or Additions

The LESSEE shall no make structural alternations or additions to the leased premises, but may make non-structural alternations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed

alterations shall be at the LESSEE's expense and shall be in quality at lease equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

#### Article 12: Assignment or Subleasing

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

Notwithstanding the foregoing, Lessor acknowledges and agrees that the Lessee may contract with a Fiscal Agent to perform certain administrative and fiscal functions and, at the Lessee's option, on behalf of the Lessee, enforce the Lessee's rights under this Lease. The Parties agree that upon written notification to the Lessor by the Lessee that the Lessee has contracted with a Fiscal Agent, the Parties will use good faith efforts to amend this Lease in a timely fashion to recognize the Fiscal Agent as a party to this Lease with rights to enforce the Lease. In the event that during the Term of this Lease, the Lessee undertakes to reorganize its inter-governmental agreement structure to operate in whole or in part by and through the Fiscal Agent, the Lessee may assign its rights under this Lease in whole or in part to the Fiscal Agent or may elect to assign this Lease to the Fiscal Agent without the consent of the Lessor, provided the Lessee provides written notice of such assignment to the Lessor.

#### Article 13: Subordination

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now and at any time hereafter, a lien or liens on the property of which the leased premises are apart and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

#### Article 14: LESSOR's Access

The LESSOR or agents of the LESSOR may, at reasonable times and with reasonable notice, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the

leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

#### Article 15: Indemnification and Liability

The LESSOR shall save the LESSEE harmless from all loss and damage occasioned by anything by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSEE, and from all loss and damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSEE's responsibility.

#### Article 16: LESSEE's Liability Insurance

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of Two Million Dollars (\$2,000,000.00) with property damage insurance in limits of Five Hundred Thousand (\$500,000.00) in responsible companies qualified to do business in Massachusetts and good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificate for such insurance at or prior to the commencement of the term, thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

#### Article 17: Fire, Casualty, Eminent Domain

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportional abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire,

He LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

#### Article 18: Default and Bankruptcy

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notices thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

Then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reasons of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observation or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate (maximum allowable by law) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

#### Article 18: Notice

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at:

(state name and address)

#### Article 19: Surrender

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the

LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alternations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

#### Article 20: Condition of Premises

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE. Carpeting in the office area of the leased premises shall be in new or like new condition at the commencement of the lease.

#### Article 21: Force Majeure

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE thereof nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reasons thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

#### Article 22: Liability of Owner

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

#### Article 23: Other Provisions

It is also understood and agreed that the LESSEE shall have the option to extend the lease, under the same terms and conditions (including rental terms), for a period of one (1) one (1) year terms. This option shall be contingent upon adequate funding appropriation.

#### ARTICLE 24 AMENDMENTS

Amendments to this Lease must in writing and signed by the Lessor and by the individual(s) authorized to contract on behalf of the Lessee.

ARTICLE 25 G.L. c. 268A

By entering into this Lease, the Lessor acknowledges that the Massachusetts Conflict of Interest Law, G.L. c. 268A, applies to the Lessor with respect to its performance under this Lease. The Lessor and its directors, officers, employees, owners and affiliates shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

ARTICLE 26 ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Lessor and the Lessee and there are no other agreements between the parties with respect to the leased premises.

WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017

FOR THE LESSOR:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Approved as to form:

\_\_\_\_\_  
Erin O'Toole, Compact Counsel

FOR THE LESSEE:

CAPE LIGHT COMPACT

\_\_\_\_\_  
Margaret T. Downey, Compact Administrator

## Appendix E

### CAPE LIGHT COMPACT ACQUISITION OF PROPERTY VIA LEASE CAPE LIGHT COMPACT OFFICE SPACE

The Cape Light Compact's Chief Procurement Officer on behalf of the Cape Light Compact, is soliciting responses from interested parties for the acquisition of lease premises to be used as office space. Leased premises must be centrally located in the town of Barnstable or Yarmouth. Desired occupancy is May 1, 2017. Lease premises must be a minimum of 4,000 square feet. A twenty-month lease is being offered with one (1) thirty six (36) month option at the sole discretion of the Compact and contingent upon annual appropriation of funding.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, section 16 and all lease documents must be awarded strictly in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Responses are due on March 31, 2017 at 2:00 p.m. in the Compact's Office, 3195 Main Street, Open Cape Building, Barnstable, MA 02630. An award will be made within 30 days. Specifications and required forms are available on the Cape Light Compact's web site at [www.capelightcompact.org](http://www.capelightcompact.org) Responses will be opened and read in the Compact's Office at 2:00 p.m. on the date due. The opening of the responses is public. All responses must be received in a sealed envelope properly marked prior to the deadline.

The Compact reserves the right to reject any or all proposals when it deems it to be in the best interest of the Compact