Request for Proposals (RFP) Interest Form

RFP Form #1

***Instructions:** If your firm/company is interested in responding to this RFP, then RFP Form #1 MUST be submitted* **to the Procurement Dept. immediately following download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.**

Awarding Authority:	*CITY OF BROCKTON DEPARTMENT OF PUBLIC WORKS*
Project No.:	*#DPW 17-02*
Project Name:	*RFP FOR:LEASE OF A SHED WITH THE CAPACITY TO HOLD UP TO 5,000 TONS OF ROAD SALT. (LOCATED IN THE WEST SIDE OF THE CITY)*

Fax or E-mail this *RFP Interest #1 Form* to:

City of Brockton/Procurement Dept.
Fax: **508-897-6852**
E-mail: procurement@cobma.us

By submitting this *RFP Interest Form* the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the *RFP* that might occur. ***The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this RFP due to the firm's failure to submit an RFP Interest Form as directed above or for any other reason.***

Company Name:	
Company Address:	
Company Telephone #:	
Company Fax #:	
Company Contact Person/Title:	
E-mail Address:	
Date Submitted:	

By: _____

(Signature of Authorized Representative)

REQUEST FOR PROPOSALS

LEASE OF A SHED WITH THE CAPACITY TO HOLD UP TO 5,000 TONS OF ROAD SALT. (APPROXIMATE SIZE OF 72' BY 96') LOCATED IN CENTER/WEST SIDE OF CITY OF BROCKTON

DPW 16/RFP/SHED 02

BROCKTON DEPARTMENT OF PUBLIC WORKS
CITY HALL
45 SCHOOL STREET
BROCKTON, MA 02301
LAWRENCE ROWLEY
DPW COMMISSIONER
(508) 580-7135

PROCUREMENT OFFICE
CITY HALL – BASEMENT, B9
45 SCHOOL STREET
BROCKTON, MA 02301
MICHAEL MORRIS
CHIEF PROCUREMENT OFFICER
(508) 580-7191

AVAILABLE - WEDNESDAY, OCTOBER 12, 2016

DEADLINE DUE – MONDAY, NOVEMBER 14, 2016 ON/BEFORE 4:00PM

BID OPENING - MONDAY, NOVEMBER 14, 2016 AT 4:10PM

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INTRODUCTION

Enclosed you will find specifications for RFP: Lease of a shed with the capacity to hold up to 5,000 tons of road salt in order that you may submit a proposal if you are interested.

Submission must be made in a sealed envelope, bearing on the outside the name of the company, the address, and the name of the proposal. The envelope must contain three (3) copies of the proposal with original signatures and labeled as "SEALED PROPOSAL FORM, **DPW 16/RFP/SHED 02** "LEASE OF A SHED WITH THE CAPACITY TO HOLD UP TO 5,000 TONS OF ROAD SALT."

The sealed proposals will be received until **MONDAY, NOVEMBER 14 , 2016 ON/BEFORE 4:00PM** at the office of the Procurement Department, City Hall, 45 School Street, Basement Level, Rm B9, Brockton, MA 02301. Any proposal, which does not respond to each issue in the specification, may be rejected as non-responsive.

In addition to addressing each of the items in the Specification, the Contractor must submit as part of the proposal the following information:

ATTACHMENT "A" – VENDOR TAX CERTIFICATE
ATTACHMENT "B" - AFFIDAVIT OF CLERK OF CORPORATION VENDOR FORM
ATTACHMENT "C" – VENDOR REGISTRATION FORM – CERTIFICATE OF QUALIFICATON
ATTACHMENT "D" – ATTESTATION CLAUSE FORM
- CERTIFICATE OF NON-COLLUSION FORM AND CERTIFICATE OF BONA FID BID
- ASSURANCE OF NON-DISCRIMINATION COMPLIANCE

ATTACHMENT "E" - CERTIFICATE OF INSURANCE
- CERTIFICATE OF INDEMNIFICATION & RELEASE FORM

ATTACHMENT "F" – DEVIATION SHEET FORM
ATTACHMENT "G" –VENDOR WORK HISTORY

Please be advised that the award of the contract by the Brockton Department of Public Works, City of Brockton, MA for the purpose as described herein is contingent on appropriate funding and accessibility of the salt shed.

PROPOSAL

Sealed proposals for RFP: **DPW 16/RFP/SHED 02** LEASE OF A SHED WITH THE CAPACITY TO HOLD UP TO 5,000 TONS OF ROAD SALT" will be received at the Procurement Department, City Hall, 45 School Street, Basement Level, Rm B9, Brockton, MA 02301 on **MONDAY, NOVEMBER 14, 2016 ON/BEFORE 4:00PM**

INFORMATION FOR BIDDERS

1. Specifications are available on or after: **WEDNESDAY,OCTOBER 12, 2016**.

2. Proposals are available at the Procurement Department, City Hall, 45 School Street, Basement Level, Rm B9, Brockton, MA 02301. Telephone No. (508) 580-7191.

3. Proposals will be received at the Procurement Department, City Hall, 45 School Street, Basement Level, Rm B9, Brockton, MA 02301 Telephone No. (508) 580-7191 on **MONDAY, NOVEMBER 14, 2016 ON/BEFORE 4:00PM**.

4. All proposals received after **MONDAY, NOVEMBER 14, 2016 ON/BEFORE 4:00PM** will be rejected.

5. Proposals will be publicly opened and read at the 3rd Floor Hallway Conference Table at Brockton City Hall, 45 School Street, Brockton, Massachusetts on **MONDAY, NOVEMBER 14, 2016 AT 4:10PM**

6. All bids and/or proposals shall be submitted in a sealed envelope, with three (3) copies, including original signatures on each set, bearing on the outside the name of company, their address, and the name and the contract number (if any) of the bid or proposal for which the bid or proposal is submitted.

7. Please address any questions to Michael Morris, Chief Procurement Officer at (508) 580-7191.

8. All successful bidders of corporations, which are located outside the confines of the Commonwealth of Massachusetts, should be registered with the Commonwealth of Massachusetts as a Foreign Corporation prior to the awarding of the bid. If not registered in Massachusetts, an affidavit of incorporation in another state and the date of incorporation must accompany the contract. Additionally, all out of state applicants, unless otherwise notified must have an identified resident agent as stated in Appendix "B".

9. No proposals will be acceptable unless properly made out on the enclosed proposal forms and signed by the bidder. All proposals must be legible either typewritten or in ink.

10. Action on the award of proposals will be taken within thirty (30) days after the opening of the proposals.

11. Contracts will be in force until see (Option 1) or (Option 2) under item #21.

12. Pursuant to M.G.L. Chapter 30B, the award of the RFP **DPW 16/RFP/SHED 02** LEASE OF A SHED WITH THE CAPACITY TO HOLD UP TO 5,000 TONS OF ROAD SALT" will be made to the proposer who meets the minimum criteria and is the most responsive, most responsible offer.

    To be considered as a responsive bid, bidders must base their bids on all functions, standards, precision and quantity as specified. *Any and all revisions/omissions must be clearly stated on the attached deviation sheet*, moreover, any substitutions or deviations must be enumerated and detailed with the amount to be deducted, if the omission substitution of deviation is approved.

13. The ability of the bidder(s) to supply the SHED WITH THE CAPACITY TO HOLD UP TO 5,000 TONS OF ROAD SALT promptly and professionally as required by the City of Brockton shall be heavily weighed in the review of bids. Any past record of failure to comply with this aspect of the business procedure will lead to rejection of the bidder as not responsible to the needs of the City of Brockton. A responsible bidder has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance.

14. The ability for the bidder(s) to secure the shed properly as required by the City.

15. The successful bidder(s), shall guarantee for a minimum of one (1) year from the date of acceptance the quality of supplies and materials furnished by him/her and to remedy to the satisfaction of the petitioning department all defects and to replace all defective supplies or materials. No substitute supplies or materials which were approved bid items will be accepted without the prior approval of the petitioning department head.

16. BIDDERS SHOULD ALLOW SUFFICIENT TIME IF PROPROSALS ARE MAILED.

17. The successful bidder(s) must comply with the following billing procedures:

    a. Invoices must correspond accurately with the contract held with the City of Brockton.

    b. Invoices must be sent to the Operations Division, 303 Oak Hill Way, Brockton, MA 02301.

18. Questions regarding any item should be directed either to the Chief Procurement Officer, the department head, or their designee.

19. The City of Brockton reserves the absolute right to choose the location which best meets its needs and the degree of quality, workmanship, and the vendor's proven ability to provide service and support after a sale, bear on that determination.

20. The City of Brockton is an Affirmative Action/Equal Opportunity/Title IX employer.

21. The contract award is subject to appropriation of the City Council.

22. OPTION TO EXTEND #1: **The term of the lease shall be for the first period of six (6) months will be from *November 1, 2016 through April 30, 2017.* The City, shall have the option of extending or renewing this contract for two (2)consecutive six (6) month periods, *November 1, through April 30*, for the same conditions as are contained in the contract at the time said option is exercised; except as such conditions shall have been modified by mutual agreement of the parties.** Said options shall deem to have been exercised by the City, provided the vendor has been given preliminary notice of the City's intention to renew this contract. Such a preliminary notice shall not be deemed to commit the City to renewal.

    OPTION TO EXTEND #2: **The term of the lease shall be for the first period of one (1) year will be from *November 1, 2016 through October 31, 2017.* The City, shall have the option of extending or renewing this contract for two (2)consecutive one (1) year periods, *November 1, through October 31* for the same conditions as are contained in the contract at the time said option is exercised; except as such conditions shall have been modified by mutual agreement of the parties.** Said options shall deem to have been exercised by the City, provided the vendor has been given preliminary notice of the City's intention to renew this contract. Such a preliminary notice shall not be deemed to commit the City to renewal.

23. THE MASSACHUSETTS RIGHT-TO-KNOW LAW: Massachusetts General Laws (Chapter 111F) requires that all employers in the Commonwealth of Massachusetts establish and maintain a central workplace file of complete and up-to-date Material Safety Data sheets (MSDS) for all products which the successful bidders supply; and which contain or may contain regulated toxic hazardous substances recorded on the Massachusetts Substance List (MSL). The successful bidder(s) shall place labels detailing MSL toxic or hazardous substances on all containers containing chemicals or chemical derivatives which appear on this bid. Compliance with this law is mandatory on the part of all successful bidders.

24. On all attachments of Bid Specifications, a signature is required rather than a stamp or printed name on all applicable lines. Failure to do so would be considered an informality in considering the merits of the submitted bid and/or proposal.

25. All bid items in Appendix "A" (Unit Price and Total Cost) must be completed or bid shall be rejected.

END OF THIS SECTION

EVALUATION AND DECISION MAKING PROCEDURES

Sealed proposals will be publicly opened on **MONDAY, NOVEMBER 14, 2016 AT 4:10PM** at the 3rd Floor Hallway Conference Table at Brockton City Hall, 45 School Street, Brockton, Massachusetts. The City will set up a review committee consisting of, at a minimum, several city officials. Following the committee's review, the most advantageous proposal will be recommended to the Chief Procurement Officer for acquisition. After the review of the proposal recommendation and a compliance check, the Chief Procurement Officer will then send a letter of intent to award to the successful proposer.

END OF THIS SECTION

MINIMUM CRITERIA

A shed with the capacity to hold up to 5,000 tons of road salt together with the right to use in common with others entitled thereto the surrounding area necessary for ingress, egress and maneuvering of vehicles used for the delivery, loading and unloading of salt, which vehicles include eighteen-wheel trucks. The city shall use the leased premises twenty-four (24) hours a day, seven (7) days a week for the purpose of storing, loading and unloading of road salt and all operations incidental thereto. Property shall be properly zoned and permitted by agencies for the intended use. Property shall be secured.

Must have front-end loader and loader operator on-call as needed during the duration of the storm. Front-end loader and loader operator will be paid separately.
Cost of front-end loader and loader operator shall not be included in the price of the lease of the salt shed.

The property shall be located in the center/west side of the city within city bounds.

END OF THIS SECTION

REQUIREMENTS FOR SELECTION

Proposals will be considered pursuant to M.G.L. c 30B, the Uniform Procurement Act (Act). It is the intention of the City to fulfill the intent and purposes of the Act. The City shall apply the criteria which follow in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposers overall qualifications, including technical abilities and previous experience. Proposers should respond in writing to each criteria, responses to the following areas shall be complete and full.

The award of this proposal shall be to the most responsive and responsible proposer who offers the best price (lowest price proposal). The lowest price proposal will them be evaluated to determine if it meets the following requirements. Proposers shall respond in writing to the following criteria/requirements.

1. Directness of response to the specifications.

2. Location and suitability of the proposed salt shed and location.

3. Existing salt shed turnkey ready for use FY17 season.

4. Ability to secure property and shed.

COMPARATIVE EVALUATION CRITERIA

Proposals will be considered pursuant to M.G.L. c 30B, the Uniform Procurement Act (Act). It is the intention of the City to fulfill the intent and purposes of the Act. The City shall apply the criteria which follow in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposers overall qualifications, including technical abilities and previous experience. Proposers should respond in writing to each criteria, responses to the following areas shall be complete and full.

The award of this proposal shall be to the most responsive and responsible proposer who offers the best price (lowest price proposal). The lowest price proposal will them be evaluated to determine if it meets the following requirements. Proposers shall respond in writing to the following criteria/requirements.

1. Directness of response to the specifications.

    a. **High Advantageous** - clearly demonstrates and meets all requirements within the specifications of the RFP.
    b. **Advantageous** – somewhat demonstrates and meets some of the requirements within the specifications of the RFP.
    c. **Not Advantageous** – can not demonstrate and meet most of the requirements within the RFP.

2. Location, suitability and accessibility of the ingress, egress and maneuvering of vehicles used for the delivery, loading and unloading of salt at the proposed salt shed and location.

    a. **Highly Advantageous** – fully meets all of requirements and specifications of the RFP with no significant exceptions.
    b. **Advantageous** – meets most of the specifications in the RFP but without consistently high quality in all respects and with several signification exceptions.
    c. **Not Advantageous** – does not meet a high quality of response and has significant exceptions to the various specifications of the RFP.

3. Existing salt shed turnkey ready for use FY17 season.

    a. **Highly Advantageous** – Fully meets all of the criteria regarding accessibility of 24 hours per day, 7 days per week and ready for use FY17 season.
    b. **Advantageous** – Meets some of the criteria regarding accessibility of 24 hours per day, 7 days per week and ready for use FY17 season, with few exceptions and limitations.
    c. **Not Advantageous** – Does not meet any of the criteria of being accessible 24 hours per day, 7 days per week and not ready to use FY17 season.

CRITERIA FOR SELECTION

The criteria upon which proposals will be evaluated are the following:

	RATING SCHEDULE
1. Directness of response to the Specifications.	25 Points
2. Location and suitability of the proposed salt shed and location.	30 Points
3. The monthly cost of the leased salt shed.	15 Points
4. Willingness to assist the City and its the DPW Staff.	10 Points
5. Availability of the required salt shed and location.	20 Points
TOTAL	100 Points

END OF THIS SECTION

GENERAL TERMS AND CONDITIONS

1. PARTIES
(Company)_____, a Massachusetts limited liability company having an address at _____, LESSOR, which expression shall include its successors, and assigns where the context so permits, does hereby lease to the City of Brockton, a Massachusetts municipal corporation having an address at City Hall, 45 School Street, Brockton, MA 02301, LESSEE, which expression shall include its successors and assigns where the context so permits, and the LESSEE hereby leases the following described premises:

2. PREMISES
A shed with the capacity to hold up to 5,000 tons of road salt together with the right to use in common with others entitled thereto the surrounding area necessary for ingress, egress and maneuvering of vehicles used for the delivery, loading and unloading of salt, which vehicles include eighteen-wheel trucks. The city shall use the leased premises twenty-four (24) hours a day, seven (7) days a week for the purpose of storing, loading and unloading of road salt and all operations incidental thereto. ***The property shall be located in the center/west side of the city within city bounds.***

3. DURATION OF LEASE – OPTION #1
The duration of the lease will be for six (6) months starting November 1, 2016 through April 30, 2017. The notice of intent to extend for an additional two (2) six (6) month periods beginning November 1, 2017 through April 30, 2018 and/or November 1, 2018 through April 30, 2019 is at the sole discretion of the LESSEE, the City and notice will be given to the successful LESSOR ninety (90) days prior to the expiration of the existing lease on April 30, 2017. The LESSEE will advise the LESSOR whether it will exercise this option to lease, thirty (30) days prior to the expiration of said lease.

DURATION OF LEASE – OPTION #2
The duration of the lease will be for one (1) year starting November 1, 2016 through October 31, 2017. The notice of intent to extend for an additional two (2) one (1) year periods beginning November 1, 2017 through October 31, 2018 and/or November 1, 2018 through October 31, 2019 is at the sole discretion of the LESSEE, the City and notice will be given to the successful LESSOR ninety (90) days prior to the expiration of the existing lease on April 30, 2017. The LESSEE will advise the LESSOR whether it will exercise this option to lease, thirty (30) days prior to the expiration of said lease.

The City of Brockton will choose which option is in the best interest of the City.

4. TERMINATION
In the event of termination of the lease agreement, with or without cause, the successful LESSOR or LESSEE must provide written notice to the other party, no less than sixty (60) days prior to the date of termination.

5. RENT
The LESSEE shall pay to the LESSOR fixed rent in six (6) monthly installments or twelve monthly installments if option 2 is selected. All rent shall be payable without demand, offset or deduction on or before the first day of each month for which rent is due during each lease year.

6. UTILITIES
LESSOR shall have no obligation to provide utilities or equipment. 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.

7. USE OF LEASED PREMISES
The LESSEE shall use the leased premises twenty-four (24) hours a day, seven (7) days a week for the purpose of storing, loading and unloading of road salt and all operations incidental thereto. The LESSOR acknowledges that the salt stored on the premises is for use on the roadways of the City of Brockton. Hence, the use of said premises can require intensive and continuous use by LESSEE and LESSEE'S contractors during time of snowy and icy conditions and anticipated snowy and icy conditions. The LESSOR warrants and covenants that the premises shall be free from obstructions and other hindrances to the orderly ingress, egress, maneuvering and queuing of all vehicles used on the premises by LESSEE and LESSEE'S contractors. The leased premises must be secured for same at all times during lease periods.

8. COMPLIANCE WITH LAWS
The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use make thereof which will be unlawful, improper 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 the LESSEE shall not bring to 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 excepting the storage of salt and the use of vehicles by the LESSEE and its contractors. Property shall be properly zoned and permitted by agencies for the intended use.

9. FIRE AND THEFT INSURANCE
Proof of LESSEE'S property insurance required in Appendix B attached hereto.

10. MAINTENANCE
The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, acknowledging that the lease premises are now in good order. The LESSEE shall not permit the leased premises to be overloaded, damaged, striped, or defaced, not suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

11. LESSEE'S OBLIGATION
The LESSOR agrees to maintain the structure of the building of which the leased premises are a part of 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 LESSOR'S is legally responsible.

12. ALTERATIONS-ADDITIONS
The LESSEE shall not make alterations or additions to the leased premises without LESSOR'S prior written consent. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to 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 alternations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT-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.

14. SUBORDINATION
The lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part 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 to the nature of a mortgage.

15. LESSOR'S ACCESS
The LESSOR or agents of the LESSOR may, at reasonable times, 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 leases premises to others, and at any time 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.

16. FIRE, CASUALTY-EMNENT 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 proportionate 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, casualty or taking.

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

17. LESSEE'S Default:
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 thirty (30) days after written notice thereof; or

(b) The LESSEE shall fail to execute an subordination and adornments agreement pursuant to Paragraph 25 herein within seven (7) days after request; or

(c) 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

(d) 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 and 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 reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any condition; 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 forth the account and at the expense of the LESSEE.

LESSOR'S Default:

If the LESSOR shall default, after reasonable notice thereof, in the observance or performance of any condition or covenants on LESSOR'S part to be observed or performed under or by virtue or any of the provisions in any article of this lease, the LESSEE shall have the right thereafter to declare the term of this lease ended and all rent then remaining shall be abated.

The LESSOR and the LESSEE hereby waive any right to recover indirect or consequential damages from the other party arising from any default under this lease.

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 LESSEE by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE at its address in Paragraph 1 Attn: Department of Public Works, with a copy to the City Solicitor. 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 be registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR.

19. SURRENDER; HOLDOVER – (OPTION #1 SIX (6) MONTH LEASE)

The LESSEE shall, on or before April 30 of each year during the lease terms, and at the final expiration or prior 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 any keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only accepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk and expense of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. Without limiting the generality of the foregoing, LESSOR is authorized to move any salt remaining in the shed after April 30 of each year to the LESSEE'S facility located at Oak Hill Way, Brockton, Massachusetts, and LESSEE agrees to promptly pay LESSOR to such removal costs (such payment to be made no later than thirty (30) days after billing by LESSOR). Nothing in the forgoing nor any other term or provision of this lease shall be deemed to permit LESSEE to retain possession of the leased premises or hold over in the leased premises or hold over in the leased premises after April 30 of each year during the lease term or the final expiration or earlier termination of the lease term.

20. BROKERAGE

The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnity the LESSOR from and against any such claim, including without limitation reasonable attorney's fees incurred by the LESSOR in connection therewith.

21. CONDITIONS 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. Notwithstanding the foregoing, the LESSOR hereby represents and covenants that the leased premises meet, and will continue to meet throughout the term, all approvals, permits and other conditions necessary for the storage, loading and unlading of road salt.

22. 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 reasonable beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefore 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 reason 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.

23. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of thirty (30) days, then in addition to LESSOR'S other remedies the LESSEE shall pay to the LESSOR a late charge equal to one and on-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

24. 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 obligation 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.

25. SUBORDINATION

LESSEE acknowledges that LESSOR (a) intends to enter into a lease for the entire property of which the leased premises area parrot (the "Master Lease") with (company)_____ _____,a Massachusetts corporation; and (b) to assign LESSOR'S interest under this lease to (company)_____Upon such assignment, this lease shall be subject and subordinate to the Master Lease, and the LESSEE shall attorn to (company)_____as its landlord. Furthermore, LESSEE agrees that this lease shall be subject and subordinate to all mortgages now or subsequently arising upon the property and/or the leased premises, and to all renewals, modifications, re-financings and extensions thereof. This paragraph shall be self-operative, but upon request from (company)_____or a holder of a mortgage, the LESSEE shall execute a subordination and attornment agreement in favor of (company)_____and/or such holder of a mortgage, as the case may be.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this _____day of, _____2016.

LESSEE
The City of Brockton

LESSOR

By: _____
William Carpenter, Mayor

By:_____

By: _____
Lawrence Rowley, Commissioner

Approved as to form:

By: _____
Law Department

COST PROPOSAL

OPTION #1

A shed with the capacity to hold up to 5,000 tons of road salt together with the right to use in common with others entitled thereto the surrounding area necessary for ingress, egress and maneuvering of vehicles used for the delivery, loading and unloading of salt, which vehicles include eighteen-wheel trucks. The city shall use the leased premises twenty-four (24) hours a day, seven (7) days a week for the purpose of storing, loading and unloading of road salt and all operations incidental thereto. ***The property shall be located in the center/west side of the city within city bounds.***

The duration of the lease will be for six (6) months starting:

	Cost for 6 months rent
November 1, 2016 through April 30, 2017.	$_____
The notice of intent to extend for an additional two (2) six (6) month periods beginning:	
November 1, 2017 through April 30, 2018.	$_____
November 1, 2018 through April 30, 2019	$_____
TOTAL FOR THREE YEARS AS INDICATED ABOVE	$_____

NAME OF BIDDER, ADDRESS (STREET, CITY, STATE, ZIP CODE)_____

SIGNATURE OF PERSON AUTHORIZED TO SIGN DATE_____

TYPE OR PRINT SIGNATURE'S NAME AND TITLE

COST PROPOSAL

OPTION #2

A shed with the capacity to hold up to 5,000 tons of road salt together with the right to use in common with others entitled thereto the surrounding area necessary for ingress, egress and maneuvering of vehicles used for the delivery, loading and unloading of salt, which vehicles include eighteen-wheel trucks. The city shall use the leased premises twenty-four (24) hours a day, seven (7) days a week for the purpose of storing, loading and unloading of road salt and all operations incidental thereto. ***The property shall be located in the center/west side of the city within city bounds.***

The duration of the lease will be for one (1) year starting:

	Cost for 1 year rent
November 1, 2016 through October 31, 2017.	$_____
The notice of intent to extend for an additional two (2) one (1) year periods beginning:	
November 1, 2017 through October 31, 2018.	$_____
November 1, 2018 through October 31, 2019	$_____
TOTAL FOR THREE YEARS AS INDICATED ABOVE	$_____

_____

NAME OF BIDDER, ADDRESS (STREET, CITY, STATE, ZIP CODE)

_____

SIGNATURE OF PERSON AUTHORIZED TO SIGN DATE

_____

TYPE OR PRINT SIGNATURE'S NAME AND TITLE