



CAPE ANN TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

FOR

OFFICE SPACE

CATA OPERATIONS CENTER

GLOUCESTER, MASSACHUSETTS

JANUARY 28, 2022

CATA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS

THE TERMS, CONDITIONS, SPECIFICATIONS, APPENDICES, AND INFORMATION LISTED IN THE TABLE OF CONTENTS AND INCLUDED IN THIS REQUEST FOR PROPOSAL SHALL CONSTITUTE THE ENTIRE REQUEST FOR PROPOSAL PACKAGE AND SHALL BE INCORPORATED BY REFERENCE INTO ALL SUBMISSIONS.

**Felicia S. Webb
Administrator**

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CAPE ANN TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS
OFFICE SPACE
CATA ADMINISTRATION AND OPERATIONS CENTER
January 28, 2022

SCHEDULE

- | | |
|--|-------------------|
| 1. Advertise Request for Proposals | January 21, 2022 |
| 2. Availability of the Request for Proposals | January 28, 2022 |
| 3. Deadline for Written Questions | February 18, 2022 |
| 4. Responses to Questions Issued | March 4, 2022 |
| 5. Proposal Due | March 25, 2022 |
| 6. Lease Commencement Date | July 1, 2022 |

This schedule is intended as a guide and is subject to change.

Request for Proposal
Cape Ann Transportation Authority (CATA)
2nd Floor Office Space
CATA Operations Center
January 28, 2022

I. To Interested Parties

The Cape Ann Transportation Authority (CATA) is requesting proposals for the lease of office space in CATA's Operations Center at 3 Pond Road. Space to be leased has approximately 11,000 sq. feet of furnished space, handicapped accessible, metered electricity and heat, central air conditioning, telephone and computer lines in place, and ample parking. Approximately 10,500 sq. feet is located on the second floor of the building and 500 sq. feet is located on the first floor of the building. CATA is located in the Morse Industrial Park on Eastern Avenue, approximately one mile east of route 128, a primary regional highway that serves as a major commuter and commercial freight corridor between numerous industrial and commercial centers in the North Shore region and also provides the most direct access to Interstate Routes 95 and 93. The term of the lease shall be from July 1, 2022 to June 30, 2023, with four additional one year options. Exercise of any one year option shall be in writing to the CATA Administrator at least 90 days prior to the end of the lease period. A copy of the request for proposals may be obtained from the CATA representative by contacting:

Cape Ann Transportation Authority
3 Pond Road, Gloucester, MA 01930
Attention: Shona Norman
978-283-1886
normans@cantran.com

The proposal must be on CATA's proposal form and be submitted no later than 11:00am on March 25, 2022 at the address listed above. Any questions relative to the RFP must be submitted in writing by 4:00pm on February 18, 2022 to CATA at the above address or at normans@cantran.com to allow adequate time for a response.

CATA reserves the right to reject any and all proposals. Failure to submit a complete and accurate proposal as specified in the Request for Proposal or to conform to all instructions in the RFP may result in the proposal being rejected by CATA. The award of the lease agreement shall be in compliance with Massachusetts General Laws, Chapter 161B. The proposal process includes public notice and a specific proposal due date and time for sealed proposals. CATA is a political subdivision of the Commonwealth, created in 1974 by Chapter 161B of the Massachusetts General Laws. The duties, responsibilities, and general operating procedures of the Authority are defined in the enabling legislation. The five Municipalities comprising the Authority are Gloucester, Rockport, Ipswich, Essex, and Hamilton, with the specific goal of providing mass transportation opportunities for the member communities. Each of

these municipalities is represented by their chief executive officer, or designee, and serves as CATA's Advisory Board.

II. Background Information

A. Description of Property

The Administration & Operations Center is located in the Morse Industrial Park on 3 Pond Road off Eastern Avenue in Gloucester, MA, on a 5.93 acre site. The topography of the land is level with a steep heavily forested hill on the northerly side of the building, a small pond on the southwesterly side, and a small industrial building on the easterly side of the site. Landscaped areas containing lawn grass and a variety of decorative tree and shrub planting extend along the front and side of the building. The site abuts an established industrial park zone with several small garages, storage, and general commercial facilities fronting on Pond Road and separated by a pond south of the CATA site.

The space is currently leased by the City of Gloucester and is used as the City Hall Annex.

B. Description of Office Space

The one and two story Class "S" light industrial structure is of good quality steel frame construction and contains approximately 47,660 square feet of gross building area including 9,600 square feet of office space on the first floor, and 10,652 square feet of office space on the 2nd floor.

CATA and CATA's operating contractor occupy most of the first floor, with the exception of ~500 square feet leased by the City of Gloucester. The City of Gloucester occupies the entire second floor.

Facilities and accessories on the 2nd floor are as follows:

- 21 Private Offices
- 18 Work Stations
- 1 Conference Room
- 1 Elevator
- 2 Means of Egress
- Computer Room
- 2 Restrooms-Women's and Men's
- 1 Universal ADA Restroom
- 1 Large Open Area—756-/+ sq.ft.
- 3 Storage Rooms

The private offices range in size from 40 sq.ft. to 312 sq.ft. and the work stations or cubicles range in size from 36 sq.ft. to 60 sq.ft. The existing current private offices and workstations are wired for telephones and computers. The above are furnished with desks, chairs, and filing cabinets and carpeted floors. The

2nd floor has central air conditioning and heating system. A separate electric meter and heat measuring meter has been installed in the area to be leased. The 2nd floor has its own burglar and fire alarm system.

Facilities and accessories on the 1st floor are as follows:

4 workstations

2 Means of Egress

2 restrooms (shared with CATA and CATA contractor employees)

1 small conference room (shared with CATA)

The 1st floor space is located within the CATA Administration offices. Utilities (central air and heat) along with weekly cleaning are currently provided by CATA and included in the cost of the lease for this area.

There are several security cameras strategically located on the outside of the building and interior hallways and monitored by CATA. The site is served with a municipal water supply and sewage disposal facilities.

C. CATA Environment

The primary function of the CATA Administration & Operations Center is for storage and maintenance of CATA's bus fleet. This generates a considerable amount of traffic on the site. The fleet consists of 14 buses, 2 trolleys, 16 vans, and 3 service vehicles. Generally, the regular hours of transit operation are Monday through Friday from 6:00am-7:00pm and Saturdays from 8:00am-6:00pm. Seasonal summer service is provided on Sundays from 10:00am-7:00pm. On occasion, transit service is provided outside of these hours.

There is a considerable amount of bus traffic on the site as buses exit and enter the Administration & Operations Center. Additionally, buses enter and exit the garage for maintenance, fueling, bus washing, and storage. Of the 100 parking spaces, 75 are located in the driveway and intermingle with the buses as they move around the site. The remaining 25 parking spaces are in an unpaved lot on the westerly side of the property. There are 3 parking spaces designated for visitor parking in the front of the building.

D. Condition of Office

This office space is offered for lease in its present condition "as is". Metered heat and electric utilities are the responsibility of the lessee. The cost of any improvements to the space will be the sole responsibility of the successful proposer. Also, no construction or alteration work can be initiated until such time as the successful proposer (1) receives written approval of plans and specifications from CATA or its Designated Representative and (2) enters into a Lease Agreement substantially similar to that which appears in Appendix B. Upon receipt of written approval by CATA, the successful proposer may

begin construction or renovation activities. Lessee shall maintain the leased premises in the same condition as they existed at the commencement of the lease. Janitorial services on the second floor shall be the responsibility of the lessee. Janitorial services for the first floor office space will be provided by CATA.

E. Zoning

The CATA Administration & Operations Center is located in a General Industrial Zone (G-I). As the name implies, business offices, motor vehicle sales, public activities, warehousing, to name a few, are permitted uses. A detailed list of permitted and non-permitted uses can be obtained by contacting the City of Gloucester Building Inspector. It shall be the proposer's responsibility to determine if their proposed use conforms with the zoning ordinance.

F. Excluded Uses

Because of the CATA environment and space limitations of the site and building, certain types of activities that may be allowed in a G-I Zone will not be considered by CATA. They are, but are not limited to, the following: Retail and Wholesale operations, Day Care, Nursing Home, Manufacturing, Animal Shelters, Warehousing or Storage, Automobile Repair Shop.

III. Proposal Requirements and Conditions

A. Proposal Opening

All proposal must be received by Friday, March 25, 2022 at 11:00am.

One original (1) and two copies (2) of the proposal shall be submitted to CATA in a sealed envelope marked "**Lease of CATA Office Space**" and contain Forms A through G in the RFP. Form A. All proposals shall be completed in full.

B. Evaluation Process

The proposals will be evaluated by an evaluation committee who will then provide a recommendation to the Administrator. If a proposal is deemed non-responsive, the proposing entity shall be informed thereof forthwith in writing. The criteria used in the selection will focus on the following evaluations:

- i. Business Plan
- ii. Parking Requirements
- iii. Number of Employees
- iv. References
- v. Completeness of Proposal
- vi. Pricing

The evaluation criteria worksheet and matrix are as shown in Exhibit I of the RFP. The purpose of the evaluation process is to assist CATA in selecting an entity that would fit into the space limitations of the site and building and one that would not materially interfere with CATA bus operations. CATA is seeking

a tenant that can successfully function in an environment that has a heavy concentration of bus traffic and located within a bus maintenance and storage facility.

C. Basis of Award

Section 8C of Chapter 161B of the Massachusetts General Laws reads as follows:

“Any concession in or lease of property for a term of more than one year shall be awarded to the highest bidder thereof unless the authority shall find, subject to the approval of the advisory board, that sound reasons in the public interest require otherwise.”

The award shall be made by the Administrator subject to credit checks and review of other qualifications and may require approval by the Advisory Board.

D. Proposal Deposit

A Proposal deposit in the amount which is equal to one month rent as set forth in Form A in the form of a bank check, made payable to CATA, is required to be submitted with the proposal for this location.

Following execution of the Lease Agreement by both parties, the proposal deposit will be credited to the successful proposer’s security deposit account. Proposal deposits will be returned to unsuccessful bidders upon execution of the lease agreement or within ninety (90) days from Proposal opening, whichever comes first.

Once selected by CATA as defined in the section entitled “Basis of Award,” the deposit will be non-refundable to the successful entity.

E. Proposal Request and Condition Questions Relative to the RFP

Any questions relative to the RFP or a response thereto should be submitted in writing to Shona Norman, Transit Program & Compliance Manager, Cape Ann Transportation Authority, 3 Pond Road, Gloucester, MA 01930, normans@cantran.com.

Each proposing entity will be provided with a copy of each written question and written response thereto, each of which will become part of the RFP by addendum. No oral questions will be accepted.

F. Pre-Proposal Conference

There is no mandatory pre-proposal conference scheduled for this solicitation.

G. Visit to Facilities

Any potential proposal entity is invited to visit the office space located at 3 Pond Road, Gloucester, MA at any reasonable time during normal business hours between 9:00am and 4:00pm, Monday through Friday. Appointments must be made in advance by contacting Shona Norman, Transit Program & Compliance Manager, Cape Ann Transportation Authority, 3 Pond Road, Gloucester, MA 01930, normans@cantran.com.

IV. Other Terms and Conditions

A. Draft Lease and Office Agreement Information

A Draft Lease and Commercial Office Agreement for the office space has been attached as Appendix B for information as to the specific terms and conditions of the lease. Proposers are encouraged to read the draft lease carefully and have it reviewed by legal counsel. The successful proposer will be required to enter into a lease **substantially similar** to the attached within ten (10) business days after approval by CATA. Failure by the proposer to execute the proposed lease and agreement on time will constitute a default of the proposal process, the proposer's deposit will be forfeited, and the lease may be offered to the next qualified and eligible bidder or may be re-proposed or withdrawn at the sole discretion of CATA. CATA reserves the right to accept, reject, or negotiate any of the proposed changes to long as they do not materially change the terms of this Request for Proposal.

B. Permitted Uses and Restriction

The location may be used for offices only. The use may not have a negative impact on the operations of the CATA Operations Center and must comply with appropriate federal, state, and local laws, regulation, codes, and ordinances including, but not limited to, those which relate to health and safety. CATA has the right to approve specific uses of the office area and to approve any and all services to be provided.

C. Office Furniture

Desks, chairs, filing cabinets, tables, and other equipment furnished by CATA shall be maintained in a usable condition. An inventory and physical condition of the above office furniture will be labeled and a copy submitted to the tenant as part of the lease agreement. CATA shall not be responsible to replace any of the desks, chairs, filing cabinets, tables, and other office equipment originally furnished by CATA. Upon completion of the lease period or termination of the lease, CATA and tenant representatives will conduct an inventory to verify the original inventory and physical condition of the furniture.

A list of office furniture brought on site by the tenant shall be submitted to CATA and inventoried on an annual basis. Maintaining the office equipment in the same condition as it was at the beginning of the lease shall be the sole responsibility of the lessee.

D. CATA Security Procedures

At the present time, CATA does not have a formal security policy in place. However, during the life of the lease period, however, a policy may be adopted and could include, but not be limited to, the following:

- a. List of employees who work on CATA property to include name, address, job title, hours, and location of work for each employee
- b. Tenant to notify CATA in writing when an employee leaves the tenant's work force and when new employees begin
- c. Photo IDs
- d. Employees allowed on CATA property only during the tenant's working hours
- e. No carrying of firearms on CATA property
- f. Tenant and employees to attend Security Training Program

E. Informalities, Deviations, Mistakes, and Matter of Form

CATA reserves the right to waive any informalities, minor deviations, mistakes, and matters of form rather than substance and to seek clarification of the proposal or documents which can be waived or corrected without prejudice to other proposers, potential proposers, the Authority, or any governmental body. No officer or agent of the Authority is authorized to waive this reservation.

F. Appeal/Protest Procedures

Appeals/Protests relative to this Request for Proposals will be reviewed and adjudicated in accordance with CATA's Procurement Protest Policy. A copy of this procedure is available by contacting CATA.

G. Rejection of Proposed

CATA hereby reserves the right to reject any and all proposals.

H. Termination of RFP and Lease

The proposing entity shall have the right to terminate the lease upon 6 months written notice to CATA of their intent to terminate the lease and vacate the premises.

V. Proposal Documents

Forms begin on subsequent pages.

A complete submission shall consist of the fully prepared and signed forms.

Form A-Proposed Compensation and notarized affidavit of Bona Fide Offer

Form B-Background Information

Form C-State Re: Beneficial Interest

Form D-Non-Discrimination Statement

Form E-Business Plan Statement

Form F-Revenue Enforcement and Protection Certifications

Form G-Employer's Certificate of Compliance with Massachusetts Employment Security law

Proposal Deposit-In the form of a Bank Treasurer's check, made payable to CATA (see Section III D, Proposal Deposit)

Certificate of Insurance or Affidavit of coverage of Workman's Compensation Insurance as required by M.G.L. Ch. 152

Liability Insurance Binder for insurance upon execution of a lease for limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate coverage, naming CATA as an additional insured.

Form A
Bid Price Proposal
Lease of Office Space
Bid Price
Financial Offer

The undersigned hereby offers to lease from CATA ~11,000 sq. ft. of furnished office space in the CATA Administration & Operations Center at 3 Pond Road, subject to the provisions contained in "Request for Proposals" dated January 28, 2022.

The rent to be paid to CATA during the Base Term shall be:

Base Term July 1, 2022 to June 30, 2023 \$ _____ per month x 12 \$ _____

The rent to be paid to CATA during the Option Years shall be:

Option Year 1 July 1, 2023 to June 30, 2024 \$ _____ per month x 12 \$ _____

Option Year 2 July 1, 2024 to June 30, 2025 \$ _____ per month x 12 \$ _____

Option Year 3 July 1, 2025 to June 30, 2026 \$ _____ per month x 12 \$ _____

Option Year 4 July 1, 2026 to June 30, 2027 \$ _____ per month x 12 \$ _____

In submitting this proposal for the proposed compensation for the above mentioned office space, the undersigned hereby acknowledges that he/she has received and read a copy of CATA's "Request for Proposal" for the location noted above, has acquainted himself/herself with all the matters therein referred to, and agrees to all terms and conditions thereof and to any and all conditions thereafter. The undersigned is ready, willing, and able to enter into an Agreement substantially similar to the Draft Office Lease Agreement for the Leased Spaced noted above.

SIGNED AND SEALED:

By:

Name

Entity Name

Telephone

Street Address

Date

City State Zip

AFFADAVIT OF BONA FIDE OFFER

STATE OF: _____

DATE _____

COUNTY: _____

The undersigned, being duly sworn, deposes and says that he/she is the:

SOLE OWNER, PARTNER, PRESIDENT, TREASURER, OR OTHER DULY AUTHORIZED OFFICIAL OF A CORPORATION OR GOVERNMENT AGENCY

Of _____
NAMES OF BIDDERS APPEARING IN SUBMITTED PROPOSAL

Submitting a proposal for office space located at CATA Administration & Operations Center, 3 Pond Road, Gloucester, MA and certified under penalties of perjury that his bid is in all respects is a bona fide, fair, and without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural persons, joint ventures, partnership, corporation, government, or other legal entity.

Form B
Non-Price Proposal
Background Information
Office Space Area

Name of Entity _____ Phone _____ Fax _____

Entity Address _____ City _____

Entity Federal Tax Identification Number _____

All Entity Owner(s)/Title(s)

_____ SSN _____

_____ SSN _____

_____ SSN _____

Name/Title of Applicant _____

Home Address _____

Home Telephone _____

Type of Entity _____

Is Entity a: Corporation (Y) (N) Partnership (Y) (N) Sole Proprietor (Y) (N)

Government Agency (Y) (N)

Length of Time Entity Owned by Applicant(s) _____

Current Locations and Operating Hours _____

Have you ever had a prior relationship with CATA as a vendor, employee, contractor, etc? (Yes) (No)

If so, please elaborate _____

Have you or any of the Business Entity Owners in this endeavor ever been convicted for violations of federal, State, or local laws? (Yes) (No) If so, please elaborate _____

Have you, the Entity, or any of the Entity owners ever filed for bankruptcy (Yes) (No) If so, please elaborate

Are there any pending or recent law suits against the Entity, you, or the Entity Owners? (Yes) (No) If so, please elaborate

References: Five are required; one is your commercial bank account, others are business or personal references

Reference #1 Bank

Name _____ Account # _____
Address _____ Zip Code _____
Contact Person _____ Telephone _____

Reference #2

Name _____
Address _____ Zip Code _____
Contact Person _____ Telephone _____

Reference #3

Name _____
Address _____ Zip Code _____
Contact Person _____ Telephone _____

Reference #4

Name _____
Address _____ Zip Code _____
Contact Person _____ Telephone _____

Reference #5

Name _____
Address _____ Zip Code _____
Contact Person _____ Telephone _____

I CERTIFY THAT THE STATEMENTS ABOVE OR ANY ATTACHMENTS ARE TRUE. I AUTHORIZE CATA TO OBTAIN CREDIT INFORMATION FROM MY BANK, INSURANCE AGENCY, AND CREDIT REFERENCES.

Applicant's Signature

Date

To Whom It May Concern:

I, the undersigned, hereby authorize release to CATA of any and all credit information concerning the individual, business, or organization listed below.

I understand that this information is to be used solely for the purpose of evaluating my suitability to establish and operate a business out of the CATA location detailed in this proposal package.

Signature of Applicant

Printed Name of Applicant

Title of Applicant

Print Entity Name

By: _____

Print Name: _____

Title: _____

Date: _____

Form C

Statement re Beneficial Interest Required by Section 40J, Chapter 579 of the Acts of 1980

I am in a position to know who has an interest in _____ (name of business), and I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the property described as follows:

Office Space in the CATA Administration & Operations Center, Gloucester, MA

are listed below in compliance with the provisions of Section 40J, of Chapter 579 of the Acts of 1980.

Name and residence(s) of all persons with said beneficial interest:

The undersigned also acknowledges and states that none of the above listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor an employees of any of the following: (1) the State Division of Capital Asset Management and Maintenance, (2) CATA

Signed under the penalties of perjury:

Print Name

Signature

Date

Form D
Non-Discrimination Statement

As a condition of being granted a lease to operate a business on CATA property at the Administration & Operations Center, the undersigned applicant(s) hereby agrees to share the CATA's commitment to Equal Employment Opportunity (EEO), Affirmative Action (AA), and to make the best efforts to afford opportunities to Disadvantaged Business Enterprises (DBE) to participate in the performance of contracts.

Furthermore, the undersigned applicant(s) agree not to discriminate on the basis of race, color, religious creed, marital status, sex, age, ancestry, sexual preference, military status, handicap, national origin, in all of its activities in CATA property at the above identified Operations Center and as detailed in its proposal to CATA.

Applicant Name

Applicant Name

Applicant Name

Signature

Signature

Signature

Address

Address

Address

Date

Date

Date

Form E
Business Plan Statement

Provide a comprehensive narrative description of the projected entity operations, including the following information: (1) Hours of operation, (2) Number of Employees, (3) Utility needs for the leased office space, (4) Signage requirements, and (5) Parking requirements.

The business plan should be realistic. CATA reserves the right to reject any proposal if the plan is inadequate or inaccurate. Use additional pages if necessary.

Form F
Revenue Enforcement and Protection Program Certification

Pursuant to M.G.L. ch. 62 C, Sec. 49A, I certify under penalties of perjury that (my Entity), to my best knowledge and belief, have (has) filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Entity Name

By: _____
Entity/Corporate Officer (if applicable)

Date: _____

Form G
Employer's Certificate of Compliance with Massachusetts Employee Security Law

Pursuant to G.L.C. 151A, Sec. 19A (b), I _____ on behalf of (Name of Employer) _____, D.E.T. ID Number _____, certify under the penalties of perjury that the aforementioned employer has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signed under the penalties of perjury the _____ day of _____, 20 _____.

Name of Employer

Signature

Name (Printed)

Title (Printed)

The employer may certify its compliance if it has entered into and is complying with a repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L.C. 161A Sec. 19A (c).

Exhibit I
Evaluation Criteria Worksheet

	Points
Business Plan (20 points)	
Parking Requirements (20 points)	
Number of Employees (20 points)	
Pricing (20 points)	
References (10 points)	
Completeness of Proposal (10 points)	
Total (100 points)	

Instructions: Please review the proposal. Using the scoring guidance included on the next page, assign a score for each category. After each category has been scored, enter the total points below.

Total Points

Reviewed by:

Name & Signature

Title

Date

Evaluation Criteria

1. Business Plan (20 points)

The proposed use of the office space does not interfere with the basic mission of CATA's operation.

2. Parking Requirements (20 points)

The parking required for the proposed use of the office space is within the limitations of the existing space and current usage, for example 34-45 spaces required is ideal.

3. Number of Employees (20 points)

The number of employees required for the proposed use of the office space is reasonable and within the limitations of the existing space and current usage, for example 35-45 employees is ideal.

4. Pricing (20 points)

The proposed pricing is reasonable for similar office space in the area.

5. References (10 points)

The proposer has included five references from which the Authority may ascertain the integrity and stability of the proposing entity, including one from a financial institution.

6. Completeness of Proposal (10 points)

The proposal is complete and all required forms are included in the response.

APPENDIX A

UTILITIES

Office Space Utilities

The CATA Administration & Operations Center is offered in “as is” condition. The available utilities for this space may be inspected during a site visit. Separate electrical and heat meters are operational for the second floor. Tenant is responsible for terminating all existing voice and data lines, relocating any existing lines, and placement of any additional lines.

Note: Utility information is to be verified by the proposer.

APPENDIX B
CAPE ANN TRANSPORTATION AUTHORITY
COMMONWEALTH OF MASSACHUSETTS
DRAFT LEASE AGREEMENT

ARTICLE 1: SUMMARY

1.1 Key Terms

DATE OF LEASE:

LANDLORD: Cape Ann Transportation Authority, by and through its Administrator

LANDLORD'S ADDRESS: 3 Pond Road, Gloucester, MA 01930

TENANT:

TENENT ADDRESS:

LEASED PREMISES: Second Floor of CATA's Operations Center, associated and designated parking spaces
500 square feet on First Floor within CATA Administration Office (current Health Dept. cube)

LEASED PROPERTY DESCRIPTION:

Approximately 11,000 sq. ft. of office space, including entranceways, elevator, storage areas, and parking spaces. CATA building, 3 Pond Road, Gloucester, MA

TERM OF LEASE: \$_____ per month from July 1, 2022 to June 30, 2023 (base term)
\$_____ per month from July 1, 2023 to June 30, 2024 (option year 1)
\$_____ per month from July 1, 2024 to June 30, 2025 (option year 2)
\$_____ per month from July 1, 2025 to June 30, 2026 (option year 3)
\$_____ per month from July 1, 2026 to June 30, 2027 (option year 4)

The initial term of the lease shall run from July 1, 2022 to June 30, 2023 at a rate as outlined above per month payable on the first day each month.

Option to Extend-The tenant shall have the right to extend the lease for four one (4) year periods, providing however, that the tenant shall notify the owner in writing of its intention to extend the lease within 90 days from termination of said extensions.

In the event the tenant extends the lease for the first option year, the lease shall run from July 1, 2023 to June 30, 2024 at the rate outlined above (option year 1).

In the event the tenant extends the lease for the second option year, the lease shall run from July 1, 2024 to June 30, 2025 at the rate outlined above (option year 2).

In the event the tenant extends the lease for the third option year, the lease shall run from July 1, 2025 to June 30, 2026 at the rate outlined above (option year 3).

In the event the tenant extends the lease for the fourth option year, the lease shall run from July 1, 2026 to June 30, 2027 at the rate outlined above (option year 4).

All other terms and conditions of the lease remain in full force and effect.

ARTICLE II: PREMISES

2.1 Premises

Pursuant to the authority vested in it by M.G.L. C 161B §6 Landlord does hereby demise and lease unto Tenant those premises (hereinafter called "the premises") described in section 1.1.

Tenant shall have, as appurtenant to the premises, the right to use driveway and sidewalk; designated parking area; any common entrances and exits; and also any pipes, ducts, conduits, wires, and other equipment serving the Premises provided, that any such use is not inconsistent with any permitted use and occupancy of the premises by the Landlord.

ARTICLE III: RENT

3.1 Rent Payment

Tenant agrees to pay, and the Landlord to accept, the Rent on the first of each month in accordance with office rent as set forth in article 1.1.

ARTICLE IV: LANDLORD'S CONVENANTS

4.1 Ownership and Title

The Landlord represents that it is the owner of the Premises.

4.2 Delivery of Premises: Compliance with Statute

The Landlord represents that it shall deliver the premises in an "as is" condition.

4.3 Quiet Enjoyment

The Landlord hereby covenants that the Tenant shall have peace and quiet use and possession of the Premises without hindrance or interruption on the part of the Landlord, or by any other person(s) for whose actions the Landlord is legally responsible, or by any person claiming by, through, or under the Landlord, except as provided herein. In the event the tenant changes any locks, the Landlord shall be provided with keys within 24 hours of tenant changing said lock(s). Tenant shall recognize that the current use of the remaining premises by the Landlord is as offices and a transportation facility for buses.

The Landlord or its agents may, at reasonable times and without interfering with Tenant's business operations, enter the Premises. Landlord shall give Tenant reasonable notice of such visits, provided however that the Landlord may enter the Premises at any hour and without notice in the case of an emergency affecting the Premises.

4.4 Delivery of Utilities: Maintenance and Repairs: Other Services

Tenant agrees to pay all utilities serving the second floor of the leased premises, including but not limited to heat, electricity, and telephone, during the term of this lease. Landlord will be responsible for maintaining and paying for an elevator service contract and will be responsible for any required or routine testing of the elevator as well as any required repairs. Tenant will include Landlord in annual elevator maintenance bid to utilize economies of scale and Landlord will be invoiced separately from Tenant. Tenant shall be responsible for maintaining and regular cleaning of all stairways leading to the 2nd floor.

Routine repair to the Leased Premises, such as those described in section 5.4, shall be the responsibility of the Tenant.

ARTICLE V: TENANT'S COVENANTS

5.1 Use of Premises

Tenant shall use the Premises on the second floor only for Offices. . Tenant shall keep the Premises in good order, reasonable wear and tear excepted; and shall not commit or permit Tenant's servants, agents, or invites to commit waste to the Premises.

Parking

Landlord shall have the right to establish rules and regulations for parking of all automobiles, and tenant shall be required to comply with all rules and regulations.

5.2 Compliance with Applicable laws and Removal of Liens

Tenant shall comply with all laws, orders, and regulations of Federal, State, County, and Municipal authorities and with any of the Landlord's rules and regulations which may be set forth in this lease, all of

which are applicable to Tenant's use of the Premises. Tenant may defer compliance so long as the validity of any such law, order, or regulation shall be contested in good faith by Tenant and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance reasonably satisfactory to Landlord, against any loss, cost, or expense on account thereof, and provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property, or civil liability. Tenant shall not cause or allow any liens of any kind to be filed against the Premises or the building. If any liens are so filed, the Tenant within fifteen (15) days after receiving written notification of such lien, at its sole cost and expense, take whatever action is necessary to commence the satisfaction and discharge or such lien or the release of such lien by bond.

If at any time any public authority or insurance rating bureau having jurisdiction shall complain that the Premises or the improvements to be contracted thereon are not contracted in compliance with any applicable law, ordinance, code, or regulation, and shall request compliance, and if failure to comply shall in any way affect the use of the Premises by the Tenant or affect any other right of the parties under this Lease, or impose any obligation upon the Landlord or Tenant, then Tenant shall, upon receipt of notice of such complaint, cause such repairs, alterations, or other work to be done so as to bring about the compliance requested.

5.3 Assignment and Subleasing

Tenant shall not assign, sublet, and underlet this Lease without Landlord's prior written consent.

5.4 Installations, Alteration, and Additions: Tenant's Property

The Tenant may make non-structural alternations or additions to the Premises, provided however, that the Tenant shall first obtain the Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. All such allowed alterations or additions shall be at the Tenant's expense. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to the Landlord. All Alterations and additions made by the Tenant shall remain the property of the Tenant during the term of this Lease. Upon expiration or termination of the Lease, said alterations and additions shall become the Property of the Landlord.

Personal Property of the Tenant

Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at

the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant and Tenant's expense.

Personal Property of the Landlord

At any time of expiration or termination of the Lease, all property of Landlord shall remain property of the Landlord.

If any personal property of the Landlord has been damaged or destroyed by Tenant, then Tenant shall be required to repair or replace such property.

Signage

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by the Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in the Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall repay all damage to the Leased Premises resulting from the removal of signs installed by the Tenant.

5.5 Maintenance and Repairs

The Tenant shall be responsible for the general maintenance of the Leased Premises, excluding shared common areas of corridors, rest rooms, staircases, etc., and Tenant shall maintain and repair all additions thereto constructed during the term of this Lease, reasonable wear and tear excepted. Repairs shall include such items as routine interior repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy. Exterior building repairs or major mechanical systems are the responsibility of the Landlord.

HVAC

Landlord will be responsible for inspecting, maintaining, and repairing of the HVAC system throughout the building, including the leased premises.

Trash Removal

The Tenant will be responsible for the disposal of their trash in a dumpster to be provided by them. The Tenant will be responsible for all fees and charges related to the disposal of their trash. The Landlord will designate the placement of the dumpster on CATA's property.

Snow Removal

Landlord will be responsible for snow and ice removal and shoveling and sanding of outdoor stairways, sidewalks, driveways, and parking areas.

5.6 Yield Up at Termination of Lease

Tenant shall, at the expiration or other termination of this Lease, remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to the Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted.

5.7 Indemnification

The Tenant shall assume all liability in connection with the use, occupancy, and operation of the Premises, except for those areas under the control of the Landlord, and will indemnify and hold harmless the Landlord from and against all claims, suits, damages, and expenses, arising in whole or in part from any act or acts, including acts of negligence or omission on the part of the Tenant.

Landlord shall assume all liability in connection with the use, occupancy, and operation of the areas not leased to the Tenant and will indemnify and hold harmless the Tenant from and against all claims, suits, damages, and expenses arising whole or in part from any act or acts, including acts of negligence or omission on the part of the Landlord.

Tenant and Landlord shall each obtain liability insurance in the amount of one million dollars (\$1,000,000) and shall name each other as additionally insured. Tenant shall furnish Landlord with evidence of such insurance within thirty (30) days of signing this Lease.

ARTICLE VI: CASUALTY: EMINENT DOMAIN

6.1 Casualty Loss

If the demised premises or premises shall be destroyed or damaged by fire, windstorm, or other casualty to the extent that the damage exceeds one hundred thousand dollars (\$100,00), then the Landlord, at his option, shall have the right to restore the premises to the same condition they were in prior to the first or other casualty or terminate this Lease which shall become null and void without recourse to either party unless the parties otherwise agree in writing. The Landlord's right to terminate shall not apply as long as Tenant is able to substantially continue operation.

In the event the damage is less than one hundred thousand dollars (\$100,000), then the Landlord shall restore the premises to the same condition prior to the fire or other casualty.

All rents under Article VI shall be abated by the Landlord until such repairs have been made, provided however, the fire or other casualty was not caused by the negligence or intentional act of the Tenant, or its employees.

ARTICLE VII: DEFAULT

7.1 Event of Default by Tenant

- a) Tenant shall default in the performance of any of Tenant's obligations to pay the fixed rent or any other sum payable hereunder and if such default shall continue for seven (7) days following notice from Landlord to Tenant designating such default;
- b) if within thirty (30) days following notice from Landlord to Tenant specifying any other default or defaults Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion;
- c) if any assignment for the benefit of creditors shall be made by Tenant;
- d) if Tenant's Leasehold interest shall be taken on execution or other process of law in any action against Tenant;
- e) if a lien or other involuntary encumbrance is filed against Tenant's Leasehold interest, and is not discharged within fifteen (15) days thereafter;
- g) if an involuntary petition under any of the provisions of said Bankruptcy Code is filed against Tenant and such involuntary petition is not dismissed within forty-five (45) days thereafter;

Then, and in any such cases, Landlord and the agents and servants of Landlord lawfully may, in addition to, and not in derogation or, any remedies for any preceding breach of covenant, immediately or any time thereafter and without demand or notice and with or without process of law (forcibly, if necessary) enter into and upon the Premises or any part thereof in the name of the whole, or mail a notice of termination addressed to Tenant, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove Tenant's and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived. Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and if Landlord so elects, may sell such effects as public auction or private sale and apply the net proceeds to the payment of all sums due Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

7.2 Remedies of Landlord

In the event that his Lease shall be terminated under any of the provisions contained in Section 7.1, Tenant shall pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Term. As additional and cumulative obligations after any such termination, as if this Lease had not be terminated. Tenant shall be credited with any amount paid to Landlord pursuant to the first sentence of this Section 7.2 and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's reasonable expenses in connection with such fees for legal service and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at the Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term hereof and may grant such concessions and free rent as Landlord in Landlord's reasonable judgment considers advisable or necessary to relet the same and (ii) make such alternations, repairs, and decorations in the Premises as Landlord in Landlord's reasonable judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

7.3 Event of Default by Landlord

If Landlord fails to fulfill any covenant or obligation under this Lease and does not cure such failure within thirty (30) days after receiving notice from Tenant specifying such failure (or, for those failures of obligation of covenant which are incapable of being cured within such thirty (30) day period, if Landlord has failed to commence such cure and thereafter diligently pursued such cure to completion) then, in any such event, it shall be an event of default by Landlord.

7.4 Remedies of Tenant

In the event of a default by Landlord, Tenant shall have the right to terminate this Lease, upon thirty (30) days written notice to the Landlord.

ARTICLE VIII: MISCELLANEOUS

8.1 Changes in Lease

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived, or abandoned except by a written instrument signed, sealed, and mutually agreed upon by all parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

8.2 Holding Over

If Tenant or anyone claiming under the Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between the Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance.

8.3 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided however that the remainder of the lease shall be enforced to the fullest extent permitted by law.

8.4 Force Majeure

In any case where either party hereto is required to do any acts, delays caused by or resulting from war, fire, flood, or other casualty, unusual regulations, unusually severe weather, or causes beyond such party's reasonable control (such as in the case of Tenant, any delay in payment of Rent caused by a department, agency, executive, or legislative branch of local government) shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time, or a reasonable time, and such time shall be deemed to be extended by the period of the delay.

8.5 Binding Agreement: Covenants and Agreements: Governing Law: Personal Liability

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of the violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and assigned by the part to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee, or consultant or either party hereto shall be personally liable to the other party, or any successor in interest or persons claiming through or under the other party, in the event of any default or breach, or of or on account of any amount which may be or become due, or on any claim, cause, or

obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

8.6 Notice

Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party, the addresses listed in section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

The mailing address:

For the Landlord

For the Tenant

CATA

Name

3 Pond Road

Street Address

Gloucester, MA 01930

City, State, Zip

8.7 Condemnation

If any legally, constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of the date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any right in or to any award made to the other by the condemning authority.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto, under seal.

TENANT:

Authorized Signature: _____ *Date:* _____

LANDLORD: CAPE ANN TRANSPORTATION AUTHORITY

By its Administrator

Felicia S. Webb

Date

By its Legal Counsel

Elizabeth O'Connor, CATA Legal Counsel

Date

