

REQUEST FOR PROPOSAL

LEASE OF BUILDING ON PORTLAND STREET PIER

Proposals are being requested by the City of South Portland for the Lease of a Building on the Portland Street Pier as specified below and in the outline attached hereto as Appendix A.

Complete written proposals shall be submitted in envelopes plainly marked, "Proposal for Lease of Building on Portland Street Pier" to the City Purchasing Agent, 25 Cottage Road, South Portland, ME 04106, not later than 2:00 p.m. Thursday, April 8, 2021 at which time they will be publicly opened and the monetary value of the lease offer read aloud. Proposals received after that time and date shall not be accepted. Proposals will be evaluated in accordance with the specifications detailed in Appendix A.

Each proposal shall indicate that the applicant has visited the site and is aware of existing conditions at the site. A non-mandatory pre-bid site visit will be held at the building on Portland Street Pier at 10:00 a.m. on Tuesday, March 23, 2021.

The selected Lessee will be required to sign a lease agreement suitable to the City and Lessee, and provide a certificate of insurance for public liability, property damage, and worker's compensation coverage. The lease shall commence on June 1, 2021 with a term of one year, which may be extended annually upon agreement of both parties, up to three years. The lease agreement may be terminated upon 90 days written notice by either party.

Each proposal shall be signed by a person legally authorized to bind the vendor to a contract.

The vendor shall signify in the proposal that he/she has read and understands all conditions as outlined in this Request for Proposals and the attached Appendix A.

Vendor shall rely only on information contained in the Request for Proposal and written addenda hereto.

Selected sections of vendor response may be incorporated as part of any agreement the City executes with the selected vendor.

Questions regarding this Request for Proposal must be directed in writing to Karl

Coughlin, Acting Director of Parks, Recreation, and Waterfront, or his designee at the

above address. Questions which may influence vendor responses will be answered in

writing with copies to all vendors as addenda to this Request for Proposal.

If your business is a foreign corporation, limited liability company, limited partnership and or limited liability partnership, you must include with your bid, proof from the Maine Secretary of State's office that you are qualified to do business in the State of Maine.

The City of South Portland reserves the right to negotiate with the selected vendor as to the scope of services and fees, whether or not that proposal would mean the maximum return to the city.

The City also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.

Colleen Selberg
Purchasing Agent
March 9, 2021

CITY OF SOUTH PORTLAND

Appendix A to RFP

LEASE OF BUILDING ON PORTLAND STREET PIER

Proposals are requested for the lease of the 60' x 20' wooden frame building located on the Portland Street Pier.

All proposals should describe in detail each of the following:

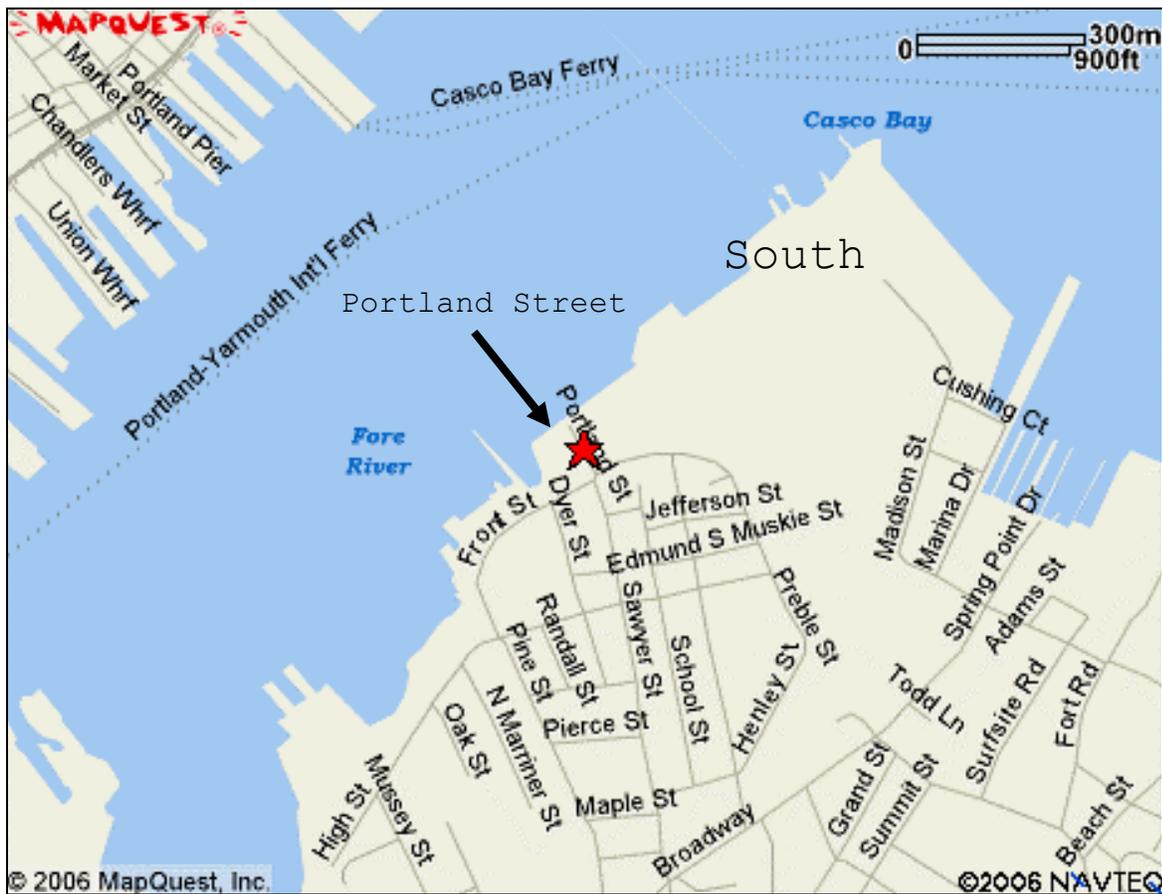
1. The full extent and scope of the proposed use as it relates to pier/marine operations, including intended use of existing facilities as well as any proposed new facility. Proposals contemplating construction of new facilities must be accompanied by plans. Applicants must also submit appropriate written evidence of their experience and/or qualifications for their particular proposal. Three (3) written references attesting to the experience and/or qualification of the applicants to accomplish their intended use are also desired.
2. Fees, rentals, and/or commissions to be paid to the City, including an indication of whether such fees would be on a percentage, flat fee, or combined basis.
3. Minimum and maximum lease terms and an indication of whether the proposed use is seasonal or year-round.
4. Projected revenues and expenses for the anticipated lease term, including projected expenses for maintenance and upkeep of the facilities and for financing the proposed use. Applicants must also submit appropriate written evidence of their financial capability to operate and maintain the facilities as proposed.
5. Plans for maintenance and upkeep of both existing and proposed facilities.
6. Need and plans for installation of additional utilities.
7. Ability to comply with all Federal, State, and local laws, rules, and ordinances.
8. Adequate provision for fire prevention and extinguisher equipment.

Applicants must agree in their employment practices and provisions of services to the public not to discriminate on the basis of race, religion, creed, color, age, sex, physical or mental handicap, or national origin.

All responses to the aforementioned proposal requirements will be considered individually and as a whole, and the City will make a decision that it determines is in its best interest. The City reserves the right to select or reject any or all proposals, and may negotiate a final agreement with the successful applicant.

Each proposal shall indicate that the applicant has visited the site and is aware of existing conditions at the site. A pre-application site visit will be held at the subject building on Portland Street Pier at 10:00 a.m. Tuesday, March 23, 2021. Applicants' attendance at the site visit is highly encouraged and failure to attend may be the basis for rejection of the application. Applicants unable to attend the site visit should contact the City in advance to request an accommodation.

Location Map





Building at Portland Street Pier – South side.
(Additional security fencing was installed on South side after photographs were taken.)



Building at Portland Street Pier – East side

- END -

LEASE AGREEMENT

LEASE AGREEMENT made this _____ day of April, 2021, by and between the **CITY OF SOUTH PORTLAND**, a Maine municipal corporation situated in Cumberland County, Maine (the “City”), and **NAME**, a Maine business corporation with a place of business in South Portland, Maine (“**NAME**”).

WHEREAS, by a written Request for Proposals dated _____, 2021 (the “RFP”) (copy attached hereto and incorporated herein as **Exhibit A**), the City solicited proposals for the lease of a building on the City-owned Portland Street Pier; and

WHEREAS, _____ submitted a written proposal dated _____, 2021 in response to that RFP (“**NAME**”) (copy attached hereto and incorporated herein as **Exhibit B**); and

WHEREAS, the City now wishes to lease to _____ pursuant to the terms of the RFP, _____ Proposal and the terms of this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

1. The City leases to **NAME/Business** does hereby rent and take as tenant, subject to the terms and conditions contained herein, the 60' by 20' wood frame building (hereafter referred to as the “leased premises” or “premises”) located on the real property commonly known as the Portland Street Pier, which property is situated adjacent to Portland Harbor in the City of South Portland, Maine and is more particularly described in the Cumberland County Registry of Deeds in Book 610, Page 484; Book 3553, Page 340; Book 289, Page 46; Book 382, Page 544; Book 398, Page 29; and Book 382, Page 560; together with the right to use in common with others such other portions of the Portland Street Pier as are reasonably required by Simpson to provide access to the building from the

mainland for the uses herein prescribed.

NAME shall have the right to use in common with others the remaining portions of the Portland Street Pier property as more particularly described above (hereinafter "Common Area"); provided, that NAME shall have the exclusive use of parking spaces for two (2) company vehicles in the fenced in parking area adjacent to the building at the Portland Street Pier. NAME use of the leased premises shall not interfere with public access to and use of the remainder of the Portland Street Pier property, including, but not limited to, public use of picnic tables and public access to pier floats and slips.

The City shall provide a seasonal water supply.

2. NAME may use the leased premises for storage of equipment and supplies for its mooring service business, as well as an office for use by NAME.
3. The term of this Lease Agreement shall commence on June 1, 2021 with a term of one year, which may be extended annually upon agreement of both parties, up to three years (May 31, 2024). The lease agreement may be terminated at any time upon 90 days written notice by either party. .
4. Commencing on June 1, 2021 and on the first day of each month hereafter that is included in the term of this Lease Agreement, NAME shall pay in advance to the City rent in the sum of \$500 per month. Payment shall be made to the City, c/o Director of Parks, Recreation, and Waterfront, South Portland Community Center, 21 Nelson Rd. South Portland, ME 04116-9422.
5. NAME shall keep and maintain the leased premises in good clean order and condition, and shall not cause or permit any portion of the leased premises or of the Portland Street Pier property to become unsightly or offensive due to litter, garbage or otherwise. The City shall be responsible for snow plowing and removal on the leased premises.
6. At the expiration or other termination of this Lease Agreement, NAME shall deliver

up and surrender to the City the leased premises, including all fixtures and equipment, in good clean order (premises) and good working condition (fixtures), reasonable wear and tear excepted. At such time, NAME shall promptly deliver to the City all keys to the leased premises. At such time, title to all equipment and other personal property provided by NAME and not removed from the leased premises, and title to all alterations or improvements which cannot be removed without damaging the leased premises, shall be in the City.

7. NAME shall not make any alteration of or improvement to the leased premises or any portion thereof without first obtaining the written approval of the City Manager or of the Parks, Recreation and Waterfront Director. All signs must be approved in advance by the City Manager or by the Parks, Recreation and Waterfront Director.
8. All applications and connections for utility services, except for water, on the leased premises shall be made in the name of NAME only, and NAME shall be solely liable for all utility charges, except water, as they become due. The City shall empty the holding tank periodically as needed. NAME shall monitor the system and notify the City if service is needed.
9. NAME shall comply with all federal, State and local laws and ordinances during the term of this Lease Agreement. NAME agrees to obtain and maintain all necessary licenses and/or permits at its own cost, and to promptly pay all taxes properly assessed against it with respect to the leased premises and its personal property thereon, notwithstanding the fact the premises are owned by the City. No taxes shall be assessed to NAME for real or personal property owned by the City. The City makes no representation as to its title to the leased premises or to the Portland Street Pier.
10. NAME agrees to obtain and maintain in full force and effect at all times during the term of this Lease Agreement insurance coverage with a company licensed to do

business in the State of Maine, with the City, its officers, agents, and employees as additional named insured, as follows: Comprehensive General Liability Insurance covering personal injury, death, and damage to property, in the following amounts:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Occurrence Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$5,000

NAME shall maintain Simpson's own insurance against loss or damage to NAME property (including, without limitation, the contents of the leased premises) at the premises.

Such insurance shall bear an endorsement by which the City must be given thirty (30) days' prior written notice before cancellation. NAME shall provide the City Manager with a written certificate evidencing such insurance coverage prior to occupying the leased premises. Such policy or policies shall inure to the benefit of NAME and the City, as their interests may appear, so that each must be a party to any settlements thereon.

11. NAME shall defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, liability, damages, expenses, causes of action, suits or judgments, by or on behalf of any person, firm or corporation arising from NAME possession, use or occupancy of the leased premises and use of any other portion of the Portland Street Pier property.
12. If all or any part of the leased premises is so damaged or destroyed by fire or other casualty without fault of Simpson as to be unfit for use by NAME as provided in Paragraph 2, then the rent, or a fair and just proportion thereof, according to

the nature and extent of the damages sustained, shall be suspended or abated until the premises are rebuilt and put in proper condition for use and occupation by the City; or this Lease Agreement shall, at the election of either NAME or the City, upon written notice to the other within thirty (30) days after such damage or destruction, be terminated.

13. If NAME shall fail to pay rent when due or shall fail or neglect to perform any obligation imposed on it by this Lease Agreement, then the City, in addition to any other rights or remedies it may have, shall have the right to re-enter the premises, to remove all property therefrom and to store such property at NAME expense. NAME shall be given written notice of any such failure or neglect, and the City's right to re-enter hereunder shall not arise if, within ten (10) days after delivery of the notice, NAME has made the required payment or has performed the required obligation. The City will not be deemed guilty of trespass or liable for loss or damage occasioned by exercise of its right of re-entry herein. No such re-entry shall be construed as a termination of this Lease Agreement unless a written notice of such intention is given to NAME by the City. All rights of the City which shall have accrued prior to such termination, including all rights relating to the condition of the leased premises, shall survive such termination. NAME shall also be liable for any reasonable attorney fees incurred by the City in enforcing any of its rights hereunder.
14. NAME shall not assign, sublet, mortgage or otherwise encumber the leased premises, nor permit the premises to be used or occupied by others, without the prior written consent of the City.
15. The waiver by the City of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent by the City shall not be deemed to be a waiver

of any preceding breach by NAME of any term, covenant or condition of this Lease Agreement, other than the failure of NAME to pay the particular rent so accepted.

16. Any notice, demand, or request which may be or is required to be given pursuant to this Lease Agreement shall be delivered in person or sent by United States certified mail, postage prepaid (except that rent payments need not be sent by certified mail), and shall be addressed:

(a) to the City: City Manager
City of South Portland
25 Cottage Road
South Portland, ME 04106

(b) :

or at such other address as either party may from time to time designate by written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

CITY OF SOUTH PORTLAND

By _____
Scott T. Morelli
Its City Manager

NAME/INC

By _____
NAME
Its President

