

SEEM COLLABORATIVE
REQUEST FOR PROPOSAL
LEASE OF OFFICE SPACE – RFP #042018
INVITATION TO VENDORS

SEEM Collaborative, a Government Entity formed under Massachusetts General Laws Chapter 40 Section 4e, is requesting proposals for the Lease of Office Space ranging from 5,700 square feet to 7,500 square feet.

The office space must be in one of the following Cities/Towns: Lynnfield, Melrose, North Reading, Reading, Saugus, Stoneham, Wakefield, Wilmington, Winchester, or Woburn

Proposals must be delivered to the attention of Greg Zammuto, Director of Finance and Operations, SEEM Collaborative, 92 Montvale Avenue, Suite 3500, Stoneham, MA 02180 by 11:00 a.m. as indicated by the SEEM Collaborative's clock, on **Friday, June 1, 2018**. The Vendor assumes the risk of any delay in the mail. Proposals received after the official Proposal Due Date and Time will not be accepted or reviewed.

The Proposal document may be obtained, without charge, by contacting Greg Zammuto by e-mail at gzammuto@seemcollaborative.org from 9:00am on April 6, 2018 through 11:00am on Friday, June 1, 2018 at which time proposal are due.

Enclosed are the requirements, specifications, and evaluation process by which this contract will be awarded.

The SEEM Collaborative (hereafter referred to as COLLABORATIVE) reserves the right to waive any and all informalities in the RFP process and to reject any and all proposals if considered to be in the best interest of the SEEM Collaborative to do so. Any proposal submitted shall be binding for ninety (90) days beyond the date of the opening of proposals.

Information contained in the response from the Proposer may be deemed Public Record as required by the laws of the Commonwealth of Massachusetts.

RFP RATIONALE

The RFP process will enable SEEM Collaborative to clearly compare and analyze available office space and provide higher ratings to proposals that meet and/or exceed identified requirements.

STATEMENT OF INTENT

SEEM COLLABORATIVE is requesting proposals for the Lease of Office Space ranging from 5,700 square feet to 7,500 square feet in one of the following Cities/Towns: Lynnfield, Melrose, North Reading, Reading, Saugus, Stoneham, Wakefield, Wilmington, Winchester, or Woburn.

The contract will be awarded for January 1, 2019 through December 31, 2028 with one (1) five (5) year option to renew at the sole discretion of SEEM Collaborative. The renewal will cover the following date range: January 1, 2029 through December 31, 2033.

Upon review of the proposals received in response to this RFP, SEEM Collaborative will select one proposal.

Any and all awards for each year of the contract are subject to funding. The obligation of the COLLABORATIVE to make any payments under this Agreement after the current fiscal year is subject to appropriation of required funds in accordance with applicable law.

RFP PROCEDURES/INSTRUCTIONS

SEEM Collaborative is seeking thoughtful proposals for the lease of 5,700 to 7,500 square feet of office space. Please note that SEEM Collaborative will not provide financial data as part of this RFP process.

Questions concerning this RFP may be sent by e-mail to:

gzammuto@seemcollaborative.org
with subject: Office Space RFP

The PROPOSER must submit one original and two copies of their proposal. Proposals are due in the SEEM Collaborative Office located at 92 Montvale Avenue, Suite 3500, Stoneham, MA 02180, by 11:00 a.m., as indicated by the COLLABORATIVE's clock, on **Friday, June 1, 2018**. The COLLABORATIVE will not consider proposals received after the time and date specified above.

Any proposal may be withdrawn or modified by written request of the PROPOSER, provided the request is received by the COLLABORATIVE at the above address prior to the date and time set for receipt of proposals.

Proposals must be submitted in a sealed envelope/package and must state the following on the outside of the envelope/package:

- SEEM Collaborative
- Office Space RFP
- RFP # 042018

If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all addresses that received copies of this original request.

SEEM Collaborative reserves the right to waive any informality or irregularities in or to reject any and all proposals, and to make an award in any manner consistent with the law and deemed to be in its best interest.

The SEEM Collaborative is an Equal Opportunity-Affirmative Action Employer.

1. **PURPOSE/SCOPE**

The purpose of this request is to lease Office Space ranging from 5,700 square feet to 7,500 square feet.

The contract will be awarded for January 1, 2019 through December 31, 2028 with one (1) five (5) year option to renew at the sole discretion of SEEM Collaborative. The renewal will cover the following date range: January 1, 2029 through December 31, 2033.

The organization or individual responding to this request will be hereinafter referred to, as the “PROPOSER” and the contract will be between the PROPOSER and the SEEM COLLABORATIVE hereinafter called the “COLLABORATIVE.”

2. **SUBMISSION OF PROPOSALS**

Proposals shall be submitted on the forms provided by the COLLABORATIVE.

Question must be made by e-mail to the Greg Zammuto prior to submission of a proposal. Questions concerning this RFP may be sent by e-mail to:

gzammuto@seemcollaborative.org

with subject: Office Space RFP

The PROPOSER must submit one original and two copies of their proposal.

Proposals must be submitted in a sealed envelope/package and must state the following on the outside of the envelope/package:

SEEM Collaborative
Office Space RFP
RFP # 042018

3. **REJECTION OF PROPOSALS**

The COLLABORATIVE will consider non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may reject any or all proposals or waive any informalities as it may deem best for the interest of the COLLABORATIVE. Any proposal received after the time and date specified will not be considered. The COLLABORATIVE reserves the right to reject any and all proposals.

4. **ACCEPTANCE OF PROPOSALS AND RULE FOR AWARD**

The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria and price, will be selected.

The minimum and comparative criteria included in this document will be used in evaluating all proposals.

5. **SPECIAL AND GENERAL CONDITIONS**

The PROPOSER shall comply with the applicable laws and comply with the rules and regulations as established by the COLLABORATIVE. All activities that would constitute a violation laws, rules and regulations are prohibited.

The PROPOSER is fully responsible for all of its employees, Landlords, and sub-Landlords. The PROPOSER shall have the sole responsibility to compensate its employees, Landlords, and sub-Landlords, and shall be solely responsible for any losses incurred by the COLLABORATIVE, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents.

6. BONDS AND INSURANCE

The PROPOSER shall procure and maintain, as a direct cost of operation, worker's compensation insurance as required by law, general liability policy, including products liability, in the amounts of at least \$1,000,000 for each accident with an aggregate of \$2,000,000 and comprehensive automobile liability of at least \$1,000,000 as a combined single accident limit, provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. A Certificate of Insurance indicating these amounts must be submitted with the proposal.

The COLLABORATIVE shall be named an additional insured on all required insurance policies.

The contract for insurance shall provide for notice to the COLLABORATIVE of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The PROPOSER shall provide a Certificate of Insurance for all required policies within ten (10) days of award.

7. INVENTORY, EQUIPMENT, STORAGE

COLLABORATIVE shall not be responsible for loss or damage to items owned by the PROPOSER and located on the COLLABORATIVE's premises.

8. TAXES

SEEM Collaborative is a government entity and is tax exempt.

The PROPOSER shall be responsible for paying, as a cost of operation, all applicable taxes and fees, property taxes, including but not limited to sales tax, State and local income taxes, payroll and withholding taxes. The PROPOSER shall certify under penalty of perjury that it has complied with all laws of the Commonwealth relating to taxes.

9. FINANCIAL PAYMENT SCHEDULE

The COLLABORATIVE shall make payments once per month based on the annual lease cost divided by 12. The payment will be due to the Proposer on the first day of each month, unless another date is mutually agreed upon.

10. LENGTH OF CONTRACT/TERMINATION

All years of the contract are subject to appropriation (funding).

Automatic renewal(s) are not allowed under this RFP or any contract that awarded based on this RFP.

The contract will be awarded for January 1, 2019 through December 31, 2028 with one (1) five (5) year option to renew at the sole discretion of SEEM Collaborative. The renewal will cover the following date range: January 1, 2029 through December 31, 2033. Notice of renewal deadline is October 1, 2028.

The COLLABORATIVE shall have the right to terminate this agreement by giving notice to the Landlord of such termination and specifying the date thereof at least ninety (90) calendar days before the effective date of such termination. Notification by the SEEM Collaborative shall be written and made by registered mail.

Neither the PROPOSER nor the COLLABORATIVE shall be responsible for any losses if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires,

floods, acts of God, or any acts not within the control of either the PROPOSER or the COLLABORATIVE, and which, by the exercise of due diligence, it is unable to prevent.

11. MINIMUM EVALUATION CRITERIA

The proposer has owned the property related to this proposal for a minimum of ten (10) years.

The proposer certified that the property meets or exceeds ADA guidelines.

The property has a minimum of forty (40) parking spaces.

The space has a reception area at the entrance of the space location

The space has a minimum of 10 offices that are 80 square feet in size.

The space has at least one room that is a minimum of 700 square feet in size (conference/training room).

The space has a dedicated room to be used as IT server and telephone room.

The property has elevator access to from parking level(s) to floor on which space is located (this is N/A for proposer proposing a space that is on ground level and only contains parking on the ground level).

The proposer provided five (5) current tenants as references.

The proposer has not conditioned or qualified the proposal beyond prescribed limits or instructions.

The proposer has submitted all required forms related to this RFP.

12. COMPARATIVE EVALUATION CRITERIA

The following Comparative Evaluation Criteria will evaluate proposals meeting the Minimum Evaluation Criteria.

Years Owning the Proposed Property:

15 years or more years	Highly Advantageous
10 years and less than 15 years	Advantageous
5 year to less than 10 years	Not Advantageous

Space Availalbity:

December 1, 2018	Highly Advantageous
January 1, 2019	Advantageous
After January 1, 2019	Not Advantageous

Premises Condition:

The space is move in ready	Highly Advantageous
The space requires minor modifications	Advantageous
The space requires significant modifications	Not Advantageous

Individual Office Sizes

Space has more than 13 offices that are a minimum of 80 square feet.	Highly Advantageous
Space has 10 - 13 offices that are a minimum of 80 square feet.	Advantageous

Space has less than 10 offices that are a minimum of 80 square feet.	Not Advantageous
Conference/Training Room	
More than one room that is a minimum of 700 square feet	Highly Advantageous
One room that is a minimum of 700 square feet	Advantageous
Less than one room that is a minimum of 700 square feet	Not Advantageous
Parking Spaces	
60 or more spaces	Highly Advantageous
40 to 59 spaces	Advantageous
Less than 40 spaces	Not Advantageous
Location - Distance to SEEM leased schools:	
Distance in number of miles from address to each of the SEEM leased school buildings	
94 Lebanon St., Melrose (Ripley School)	
263 West Foster St., Melrose (Beebe School)	
Zero Crystal St., Wakefield (Yeuell School)	
25 William St., Stoneham (Central School)	
Less than 5 miles	Highly Advantageous
5 to 7 miles	Advantageous
More than 7 miles	Not Advantageous
Distance to proposed location from route 93:	
Less than 2 miles	Highly Advantageous
2 to 5 miles	Advantageous
More than 5 miles	Not Advantageous
Distance to proposed location from route 95:	
Less than 2 miles	Highly Advantageous
2 to 5 miles	Advantageous
More than 5 miles	Not Advantageous

13. PROPOSAL SUBMITTAL REQUIREMENTS

The PROPOSER is required to complete all of the following and submit at time of submitting proposal.

- RFP #042018 PROPOSAL SHEET 1 - CONTACT INFORMATION
- RFP #042018 PROPOSAL SHEET 2 - CRITERIA RESPONSE
- RFP #042018 PROPOSAL SHEET 3 - PRICE PROPOSAL
- RFP #042018 PROPOSAL SHEET 4 - CERTIFICATE OF NON-COLLUSION
- RFP #042018 PROPOSAL SHEET 5 - STATE TAX CERTIFICATION FORM
- RFP #042018 PROPOSAL SHEET 6 - CLIENT LIST and REFERENCE FORM
- RFP #042018 PROPOSAL SHEET 7 - STATEMENT

In addition, the selected Proposer will be required to submit a Disclosure of Beneficial Interests Acquisition of Disposition of Real Property as required by M.G.L c. 7C § 38.

RFP #042018 PROPOSAL SHEET 1

CONTACT INFORMATION

Name of Property Owner: _____

Company Name: _____

Company Address: _____

City-State-Zip: _____

Company Telephone: _____

Company Contacts

Individual Submitting the Bid:

Name: _____ Title: _____

Address: _____

Telephone: _____ e-mail address: _____

**CRITERIA RESPONSE
MINIMUM EVALUATION CRITERIA RESPONSE**

I/ proposer owned the property related to this proposal for a minimum of ten (10) years.	<i>YES</i>	<i>NO</i>
I/ proposer certify that the property meets or exceeds ADA guidelines.	<i>YES</i>	<i>NO</i>
Does the property have a minimum of 40 parking spaces?	<i>YES</i>	<i>NO</i>
Does the space have a reception area at the entrance of the space location?	<i>YES</i>	<i>NO</i>
Does the space have a minimum of 10 offices that are 80 square feet in size?	<i>YES</i>	<i>NO</i>
Does the space have at least one room that is a minimum of 700 square feet in size (conference/training room)?	<i>YES</i>	<i>NO</i>
Does the space have a dedicated room to be used as IT server and telephone room?	<i>YES</i>	<i>NO</i>
Does the property have elevator access to from parking level(s) to floor on which space is located? (this is N/A for proposer proposing a space that is on ground level and only contains parking on the ground level)	<i>N/A YES</i>	<i>NO</i>

COMPARATIVE EVALUATION CRITERIA RESPONSE

The following Comparative Evaluation Criteria will evaluate proposals meeting the Minimum Evaluation Criteria.

How many years of owning the proposed property? _____

When is the space available? _____

Enter one of the following to rate the premises condition: _____

- 1 for The space is move in ready
- 2 for The space requires minor modifications
- 3 for The space requires significant modifications

How many offices are a minimum of 80 square feet? _____

How many Conference/Training Rooms that are a minimum of 700 square feet? _____

How many Parking Spaces? _____

Location - Distance to SEEM leased schools:

Enter the Distance in number of miles from address to each of the SEEM leased school buildings

94 Lebanon St., Melrose (Ripley School) _____

263 West Foster St., Melrose (Beebe School) _____

Zero Crystal St., Wakefield (Yeuell School) _____

25 William St., Stoneham (Central School) _____

What is the distance to proposed location from route 93 exit? _____

What is the distance to proposed location from route 95 exit? _____

Authorized Signature

Name and Title

RFP #042018 PROPOSAL SHEET 3

PRICE PROPOSAL

Please provide the square foot price for each year for any space leased as part of this RFP.

Year 1	January 1, 2019	through	December 31, 2019	Price per Square Foot	\$ _____
Year 2	January 1, 2020	through	December 31, 2020	Price per Square Foot	\$ _____
Year 3	January 1, 2021	through	December 31, 2021	Price per Square Foot	\$ _____
Year 4	January 1, 2022	through	December 31, 2022	Price per Square Foot	\$ _____
Year 5	January 1, 2023	through	December 31, 2023	Price per Square Foot	\$ _____
Year 6	January 1, 2024	through	December 31, 2024	Price per Square Foot	\$ _____
Year 7	January 1, 2025	through	December 31, 2025	Price per Square Foot	\$ _____
Year 8	January 1, 2026	through	December 31, 2026	Price per Square Foot	\$ _____
Year 9	January 1, 2027	through	December 31, 2027	Price per Square Foot	\$ _____
Year 10	January 1, 2028	through	December 31, 2028	Price per Square Foot	\$ _____
Year 11	January 1, 2029	through	December 31, 2029	Price per Square Foot	\$ _____
Year 12	January 1, 2030	through	December 31, 2030	Price per Square Foot	\$ _____
Year 13	January 1, 2031	through	December 31, 2031	Price per Square Foot	\$ _____
Year 14	January 1, 2032	through	December 31, 2032	Price per Square Foot	\$ _____
Year 15	January 1, 2033	through	December 31, 2033	Price per Square Foot	\$ _____

I/We, the undersigned company, certify that:

I/We have read and fully understood the attached RFP including any addendums that may have been issued.

Our company meets all of the requirements specified.

We will be required to submit a Disclosure of Beneficial Interests Acquisition of Disposition of Real Property as required by M.G.L c. 7C § 38.

Authorized Signature

Name and Title

Company Name

Address

Telephone # _____ Fax # _____

e-mail _____

Date Signed _____

CERTIFICATE OF NON-COLLUSION

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

PLEASE PRINT OR TYPE

AUTHORIZED
AGENT: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY: _____

ADDRESS: _____

SSN/FIN: _____

STATE TAX CERTIFICATION FORM

All providers of goods and services to any agency of the Commonwealth of Massachusetts or of any subdivision shall be required to attest that he/she is in compliance with all the laws of the Commonwealth of Massachusetts. The form of attestation shall also provide space for the provider to furnish his/her Social Security Number or Federal Identification Number. It should be noted that submission of a Social Security Number or a Federal Identification Number is purely voluntary.

Your Social Security Number or your Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. c. 62C 5. 49A.

Approval of a contract or other agreement will not be granted unless the Bidder signs this certification clause.

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

STATE: _____

SSN or FIN: _____

PHONE: _____

DATE: _____

REFERENCE FORM

Provided five (5) current tenants as references.

Company	Contact	Phone #	# of Years as tenant	✔ If OK to call as reference.

RFP #042018 PROPOSAL SHEET 7

STATEMENT:

The enclosed documents represent a bona fide proposal which addresses the Request for Proposal sent out by the SEEM Collaborative for Office Space.

This proposal is inclusive of all areas being considered by the SEEM as outlined in RFP #042018.

Signature of Officer or Representative of the PROPOSER

Date

The rest of this document is what will be used as the basis for the Office Space Lease Agreement related to RFP # 042018. You do not have to enter any information on pages 14 – 22 at the time of submitting the RFP response.

**SEEM COLLABORATIVE
OFFICE SPACE LEASE AGREEMENT CONTRACT**

This Agreement, made and entered into with the SEEM Collaborative, this ____ day of _____, 2018 by and between the SEEM Collaborative, with a regular place of business at 92 Montvale Avenue, Suite 3500, Stoneham, MA 02180, and _____ (hereinafter also referred to as the “Landlord”), with a regular place of business at _____.

WITNESSETH: That the Landlord, in consideration of payments hereinafter mentioned and of the fulfillment of the agreements entered into, agrees with the SEEM Collaborative as follows:

This Contract incorporates the RFP # 042018 and all related forms for providing “Office Space”, which are on file with the Director of Finance and Operations for the SEEM Collaborative.

This Contract is the entire Contract and that there are no agreements other than those incorporated herein.

This Contract shall be governed by the Laws of the Commonwealth of Massachusetts.

This Contract supersedes any landlord issued documents.

The captions and headings in this Contract are for convenience and reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions or their interpretation.

If any provision of the Contract is held invalid by any court or body of competent jurisdiction, the remainder of this Contract shall remain in full force and effect. Such invalidated term shall be replaced by a substantially similar term by such court, if legally permissible, which best represents the intent of the parties.

1. SCOPE/TERM/EXTENSIONS

The Landlord shall provide office space in strict accordance with the proposal submitted in response to RFP #042018.

The contract term is from January 1, 2019 through December 31, 2028 with one (1) five (5) year option to renew at the sole discretion of SEEM Collaborative. The renewal will cover the following date range: January 1, 2029 through December 31, 2033. Notice of renewal deadline is October 1, 2028, unless a mutually agreed upon date is selected.

2. AMOUNT OF OFFICE SPACE

SEEM Collaborative will select the amount of office space to be leased within the amount specified within RFP#042018.

3. PAYMENT

Upon taking possession of the Office Space, the COLLABORATIVE shall make payments once per month based on the annual lease cost divided by 12. The payment will be due to the Proposer on the first day of each month, unless another date is mutually agreed upon.

As required by MGL, payment is subject to appropriation or availability of funds.

4. PRICING

The pricing for this agreement is based on the SEEM Collaborative accepting and the Landlord providing Office Space as outlined in response to RFP #042018 as indicated on the Landlords submission of RFP #042018 PROPOSAL SHEET 3 PRICE PROPOSAL.

5. TAXES

SEEM Collaborative is a government entity and is tax exempt.

The PROPOSER shall be responsible for paying, as a cost of operation, all applicable taxes and fees, property taxes, including but not limited to sales tax, State and local income taxes, payroll and withholding taxes. The PROPOSER shall certify under penalty of perjury that it has complied with all laws of the Commonwealth relating to taxes.

EXEMPTION FROM TAXES

The Landlord shall not pay, and the SEEM Collaborative shall neither reimburse nor pay the Landlord nor any other party, either directly or indirectly for any tax for which an exemption is provided under law.

If the Landlord requests a tax exemption certificate from SEEM Collaborative for the purpose of obtaining an exemption from paying property taxes for the space that SEEM Collaborative leases, SEEM Collaborative will provide a copy.

6. UTILITIES

The Landlord will provide equipment to heat and cool the office space. SEEM Collaborative will be responsible for all utility charges of the leased office space and understands that it may be responsible for a proportionate share utility costs of the property.

7. CONDITIONS OF ENFORCEABILITY AGAINST THE SEEM COLLABORATIVE

This Contract is only binding upon and enforceable against the SEEM Collaborative if: (1) the Contract is signed by an authorized representative of SEEM Collaborative.

8. SUBJECT TO APPROPRIATION

The obligations of the SEEM Collaborative hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this Contract shall be terminated immediately and otherwise have no force or effect, without liability for damages, penalties, or other charges arising from early termination. In the event that the SEEM Collaborative is unable to fund all or a portion of this contract, the SEEM Collaborative may at its sole discretion, terminate all or a portion of this Contract with no further recourse by or liability by the SEEM Collaborative to the Landlord. The SEEM Collaborative shall notify the Landlord as to whether the Contract shall be terminated, in whole or in part, for funding reasons ninety (90) calendar days prior to any termination. The SEEM Collaborative shall have no obligation, financial or otherwise, to the Landlord for the matters or events arising from or subsequent to termination or assignment of this Contract.

9. COMPLIANCE WITH LAWS

The Landlord shall keep itself fully informed of and comply with all applicable federal, state and local laws, by-laws, and regulations and all orders and decrees of any governmental bodies or tribunals having jurisdiction in any manner over any matter which affects this Contract or the conduct of the work (hereinafter collectively referred to as "laws"), and if Landlord, its employees or agents, violates any applicable law or regulation, the

Landlord shall bear all cost arising there from. If any clause in this Contract does not conform to such law, then such clause shall be void and the law operative shall be inserted in lieu thereof. The Landlord shall cause its employees, agents to also observe and comply with all such laws. The Landlord shall protect and indemnify the SEEM Collaborative and its officials, employees, and duly appointed agents against any claim or liability arising from or based on any violation, whether by the Landlord or its employees or agents of any such law.

SEEM Collaborative will not use leased office space or other parts of the property in any way that may be unlawful, noisy, offensive or contrary to any applicable statute, regulation, ordinance, or bylaw

10. RIGHT TO KNOW LAW

If the Landlord uses or stores toxic or hazardous substances he is subject to G.L.c.111F, sec. 2, the "Right To Know" law, and regulations promulgated by the Department of Public Health, the Department of Environmental Protection and Department of Labor and Industries; and must post an appropriate Workplace Notice obtainable from the Department of Labor and Industries, in a reasonably conspicuous location.

11. LIABILITY OF SEEM COLLABORATIVE OFFICIALS AND EMPLOYEES

To the fullest extent permitted by law, no official, employee, agent or representative of the SEEM Collaborative shall be individually or personally liable on for obligation of the SEEM Collaborative under this Contract.

12. LANDLORD AND LANDLORD EMPLOYEES/AGENTS

The Landlord and employees, agents, or other persons for whose conduct the Landlord is responsible shall not be deemed to be employees of the SEEM Collaborative and shall not file any claim or bring any action for any worker's compensation or unemployment benefits and compensation against the SEEM Collaborative.

13. INDEPENDENT LANDLORD/NO PRIVITY BETWEEN SEEM COLLABORATIVE AND OTHERS

The Landlord is not an employee or agent of the SEEM Collaborative, but is an independent Landlord. Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the SEEM Collaborative and any person or entity other than the Landlord.

14. INDEMNIFICATION

To the fullest extent permitted by law, the Landlord shall indemnify, defend and hold harmless the SEEM Collaborative, its employees, officials, and agents from and against any and all claims, damages, losses expenses and legal fees, including, but not limited to, those arising from personal injury or death or property damage arising out of, resulting from or in connection with the performance of this Contract by the Landlord, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In case of claims or suits for damages, the SEEM Collaborative may withhold such portions of any payments that may be due hereunder as may be considered necessary by the SEEM Collaborative to cover and defend against said claims or suits, until they have been settled, and satisfactory evidence to that effect has been furnished to the SEEM Collaborative.

15. INSURANCE

The Landlord shall purchase and maintain, at its sole cost, including, but not limited to all premium costs and the cost of all deductibles, insurance in a company or companies lawfully authorized to do business in the Commonwealth of Massachusetts to protect the Landlord from claims which may arise out of or result from the Landlord's operations under the Contract, whether such operations are by the Landlord, an agent of the Landlord, or by anyone for whole acts are any of them may be liable:

Claims under the Worker's Compensation Act; and other similar employee benefit acts; Claims for damages because of bodily injury, occupational sickness or disease, or death; Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees covered by Worker's Compensation Insurance; Claims for damages because of injury to or destruction of property, including loss of use resulting there from.

The Insurance required by the above shall be written for not less than the following minimum limits of liability:

Comprehensive General Public Liability (which shall be written on an "occurrence basis");

Personal Injury and Property Damage

Per Occurrence One Million (\$1,000,000.00)

Aggregate Two Million (\$2,000,000.00)

Comprehensive Automobile Liability:

Bodily Injury, Accidental Death, Property Damage One Million (\$1,000,000.00)

Combined single limit per accident

Worker's Compensation - as required by law.

The above insurance policies shall also be subject to the following requirements:

Additional Insured – The "SEEM Collaborative, its employees, agents, managers and servants" shall be named as an additional insured on the Comprehensive General Public Liability Policy. The policy shall include the following language, "in the event of claims being made by reason of personal injuries, property damage or advertising liabilities suffered by one insured hereunder for which another insured hereunder is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder.

Certification of Insurance – Certificate of Insurance acceptable to the SEEM Collaborative shall be addressed to and filed with the SEEM Collaborative prior to the commencement of work by the Landlord for all insurance required above. Renewal Certificate shall be addressed to and filed with the SEEM Collaborative at least thirty (30) days prior to the expiration date of required policies.

Notice of Cancellation – All Certificates of Insurance shall include a statement certifying that such policy shall not be cancelled without a thirty (30) day prior written notice of cancellation forwarded by registered or certified mail, return receipt requested, to the SEEM Collaborative

Non-Waiver – The insurance policies required by this Contract shall not be construed to excuse the faithful performance by the Landlord or limit the liability of the Landlord.

In addition, SEEM Collaborative will maintain its own Workers Compensation Insurance Policy.

16. ASSIGNMENT AND SUCCESSORS

The Landlord shall not, in whole or in part, (a) assign or otherwise transfer any interest, including but not limited to any monies payable under this Contract or any claim thereto (b) assign any obligations, or delegate any other services to be provided under this Contract without the prior written approval of the SEEM Collaborative. This Agreement shall be binding upon the Landlord and any heirs, assigns, transferees and/or successors in interest.

17. CONFLICT OF INTEREST

Both the SEEM Collaborative and the Landlord stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A) and this contract expressly prohibits any activity, which would constitute a

violation of that law. The Landlord shall be deemed to have investigated the applicability of the Conflict of Interest Law to the performance of this contract; and by executing this Contract, the Landlord certifies to the SEEM Collaborative that neither it, nor its agents, employees, are in violation of said law. The Landlord warrants that neither it, nor its employees, agents, officers, directors, or trustees have offered or attempted to offer anything of any value to any official or employee of the SEEM Collaborative in connection with this Contract. The Landlord further warrants that no official or employee of the SEEM Collaborative including unpaid members of the SEEM Collaborative boards and commissions, serves as an officer, director, trustee or employee of Landlord, and that no official or employee of the SEEM Collaborative has or will have a direct or indirect financial interest in this Contract. The Landlord shall not, during the term of this Contract, hire or employ on either a full-time or part-time basis any person or persons employed by the SEEM Collaborative.

18. DISCRIMINATION

The Landlord shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State and local laws, by-laws, and regulations prohibiting discrimination in employment.

19. BREACH AND REMEDY

Failure of the Landlord to comply with any term, provision or condition of the Contract shall be deemed a material breach of Contract, and the SEEM Collaborative shall have all the rights and remedies provided under law, including, but not limited to, the right to immediately cancel, terminate, or suspend the contract in whole or in part upon written notice to the Landlord, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of the Contract including damages and specific performance, and the right to select any or all of the remedies available to it.

The Landlord shall deliver or otherwise make available to the SEEM Collaborative all data, drawings, reports, estimates, memoranda, summaries, work products, and other information that the Landlord may have accumulated in performing this Contract, whether complete or in process.

The SEEM Collaborative shall be then entitled to recover all losses, damages and payments in excess of the contract price whatsoever, in addition to any other remedies available by law and at equity.

20. CLAIMS AND DISPUTES

All claims, disputes and other matters in question between parties, arising out of or in relating to the Contract or an alleged breach thereof, shall be decided only in the Superior Court of Massachusetts and the parties hereby subject themselves to the personal jurisdiction and venue of those courts.

21. AMENDMENT/WAIVER PROCEDURE

Changes to any of the provisions specified in this Contract may occur only when mutually agreed upon by the Landlord and the SEEM Collaborative, set forth in writing and signed both by the Landlord and the SEEM Collaborative. All conditions, covenants, duties and obligations contained in this Contract may be waived only by written agreement by the parties. Forbearance or indulgence in any form or manner by the SEEM Collaborative shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to the SEEM Collaborative. No waiver by the SEEM Collaborative of any default or breach shall constitute a waiver of any subsequent default or breach by the Landlord.

22. LANDLORD'S CERTIFICATION

The Landlord hereby represents and certifies under the pains and penalties of perjury as follows:

- a. Organization – The Landlord is a duly organized and legally existing entity and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to execute and perform this Contract, and shall, upon request by SEEM Collaborative, produce a Certificate from the Secretary of the Commonwealth of Massachusetts certifying the same, at Landlord's sole cost.
- b. Authority (Not applicable to sole proprietorships) – This Contract has been duly executed and delivered on behalf of the Landlord in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- c. Non-Collusion – The bid upon which this Contract was based was made without collusion or fraud with any other person and was in all respects bona fide and firm. As used in this paragraph, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- d. Tax Compliance – The Landlord has filed all Massachusetts state tax returns, has complied with all Massachusetts state laws relating to taxes and has paid all Massachusetts state taxes. The Landlord acknowledges that any taxes or fees due the SEEM Collaborative shall be considered as being covered by the foregoing.
- e. Employment Security – The Landlord has complied with all Massachusetts state laws relating to contributions and payments in lieu of contributions to the Employment Security System.

23. PUBLIC PROCUREMENTS LAWS

This contract shall not be enforceable against SEEM Collaborative if it violates any laws on public procurements or bidding, including without limitation, the following sections of the General Laws of Massachusetts: c. 30, §39M, c. 30B, and c. 149.

24. TERMINATION

The SEEM Collaborative retains the right to cancel this contract at anytime as long as a ninety (90) calendar day notice is provided in writing to the Landlord.

SEEM Collaborative

CERTIFICATE OF NON-COLLUSION

To: The SEEM Collaborative

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

The undersigned also certifies that he/she has informed him/herself fully in regard to the Specifications (RFP #012013) for furnishing “On-Call” and “As Needed” PROPOSER for Real Estate and Related Services for the time period specified and has made his/her own examinations and estimates and from them makes this proposal.

The undersigned understands that the SEEM Collaborative reserves the right at its sole discretion to reject any and all bids wholly or in part thereof, and/or accept any bid or part thereof, to call for re-bids, which it considers to be for the best interest of the SEEM Collaborative.

With the above understanding, the undersigned proposes to furnish to the SEEM Collaborative “On-Call” and “As Needed” PROPOSER for Real Estate and Related Services and to comply in all respects with said specifications (RFP #012013) for the sums stated.

Date _____

Signature _____

Company _____

Title _____

Business _____

Address _____

Telephone _____

SEEM Collaborative

STATEMENT OF STATE TAX COMPLIANCE

To: The SEEM Collaborative

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, (insert name and title) _____ authorized

signatory for (insert name of contracting party) _____,

whose principal place of business is at _____, do

hereby certify under the pains and penalties of perjury that (insert name of

contracting party) _____

has complied with all laws of the Commonwealth relating to taxes.

Authorized Signature

Date

IN WITNESS WHEREOF the party of the first part has caused its corporate seal to be hereto affixed and these presents to be signed by its Director of Finance and Operations, hereunto duly authorized, and the party of the second part has caused its corporate seal to be hereto affixed and these presents to be signed by its President, hereunto duly authorized, who has set his hand and seal, the day and year first above written.

I/WE hereby certify that this contract has been approved by:

VENDOR

SEEM COLLABORATIVE

Print Name of Authorized Representative

Greg Zammuto

Print Name of Authorized Representative

Signature of Vendor Date

Signature of SEEM Collaborative Date

Printed Name and Title of Signer

FOR CORPORATIONS ONLY:

Clerk's Signature

Print or Type Clerk's Name