



Invitation to Bid – Lease of Real Property

The **Town of Abingdon**, pursuant to Code of Virginia §15.2-1800, is issuing an Invitation to Bid for the **Lease of Real Property** known as the **Summers Law Office**, an historic structure (circa 1800) consisting of approximately 657 square feet of interior space along with porch and exterior courtyard space located at 120 Court Street, Abingdon, Virginia. All prospective bidders should identify the amount of monthly rent they are willing to pay and the specific use that the property will be put to. Use of the property shall conform to current building code. Ideally, the space will be used for service type occupancies or office space. The term of the lease will be for five (5) year increments. The full Invitation to Bid package is available on the Town's website at www.abingdon-va.gov or by contacting:

Tony Sullivan, Interim Town Manager
(276) 628-3167

The **ORIGINAL OFFER(S) ALONG WITH THREE (3) COPIES** are to be delivered to the following person **no later than 10:00 am, PREVAILING LOCAL TIME on Friday, July 27, 2018, in a sealed envelope(s) to:**

Tony Sullivan, Interim Town Manager
Town of Abingdon
133 West Main Street
P O Box 789
Abingdon, Virginia 24212

Mark your envelope(s) in the lower right hand corner to read:

LEASE OF REAL PROPERTY PROPOSAL
FRIDAY - JULY 27, 2018
10:00 A.M.

No extensions or other accommodations will be made regarding the time and date.

The Owner reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept or reject any and all items of any bid. The Owner also reserves the right to negotiate with the highest bidder. Any bid received after the time scheduled for the opening of the bids will be returned to the bidder unopened.

The Town of Abingdon is an Equal Opportunity Employer and will not discriminate on the basis of race, creed, color, sex, national origin, age or handicap. Minority and female-owned firms are encouraged to participate.

Please advertise in **Bristol Herald Courier** under the **Town of Abingdon Seal** on:

Monday, July 9, 2018

Please send confirmation once advertisement has been completed, together with invoice, to Tony Sullivan, Interim Town Manager, P O Box 789, Abingdon, Virginia 24212-0789.



TOWN OF ABINGDON, VIRGINIA

INVITATION TO BID

PROJECT TITLE: Lease of Real Property

Known as Summers Law Office, 120 Court Street, Abingdon, VA

ISSUE DATE: July 9, 2018

The Town of Abingdon is seeking bids for Lease of Real property for a period of five (5) year increments. Enclosed with this Invitation to Bid are documents with the following titles: "Bid Process", "Formal Bid for Leasing Real Property" and "Sample Lease". A map of the property is also enclosed.

PRE-PROPOSAL CONFERENCE/SITE VISIT: 9:00 p.m., July 25, 2018, at Summers Law Office, 120 Court Street, Abingdon, Virginia.

QUESTIONS: Questions must be submitted in writing to the Interim Town Manager no fewer than seven (7) business days prior to the specified closing date. An electronic message may be submitted to kkingsley@abingdon-va.gov. If necessary, an addendum will be issued and posted on the Town website at www.townofabingdon.org. It is the responsibility of the offeror to download any addenda.

SEALED PROPOSALS WILL BE RECEIVED UNTIL 10:00 am, prevailing local time on Friday, July 27, 2018 in the Arthur Campbell Meeting Room, 1st floor, Town Municipal Building, 133 West Main Street, Abingdon, Virginia.

BID PROCESS:

Leases: Real property leases will be increments of five (5) years.

Submission: It is the duty of each bidder to see that only one bid is delivered, either by hand or by mail, to the prescribed place by the bid opening time listed in this packet.

Forms: Sealed bids must be submitted on the bid form included in this packet.

Marking and Sealing:

Bid forms must be enclosed in a sealed envelope marked "Lease Bid" and delivered or mailed. If mailing the sealed envelope marked "Lease Bid" must be enclosed in a mailing envelope and addressed as follows: (Registered or certified mail is recommended.)

Tony Sullivan, Interim Town Manager
133 West Main Street
P O Box 789
Abingdon, Virginia 24212-0789

Due Date: Bid must be received no later than 10:00 am on July 27, 2018

Bid Opening: All bids received will be opened in public by any interested persons at:

Town Municipal Building
Arthur Campbell Meeting Room
First Floor
133 West Main Street
Abingdon, Virginia 24210
Friday, July 27, 2018 at 10:05 a.m.

Withdrawal: Bids may be withdrawn before the bid opening time. Bids may not be withdrawn after bid opening.

Award: Leases will be awarded to the highest bidder complying with the conditions of this invitation, provided that the bidder is responsible, bid is reasonable, and it is in the interest of the agency to accept it.

Ties: In the event two or more bids are tied, a coin toss or similar unbiased method will be used to break the tie.

Notice of Acceptance: A notice of acceptance will be provided to the successful bidders in person, or by mailing such notice to the address indicated on the bid.

Default: If the successful bidder fails to enter into a lease within 21 days after awarding of bids, bid will be declared in default and the next bidder will be awarded the lease. A bidder declared in default will be ineligible to bid on future leases. If a successful bidder, for whatever reason, does not follow through with their obligation to enter into the lease or does so and subsequently defaults, it is Town's prerogative to do any of the following:

- Award the bid to the second highest bidder
- Re-bid the lease
- Remove the property from lease

FORMAL BID FOR LEASING REAL PROPERTY

I, _____, submit a bid of \$ _____ annually for the use of the real property known as the Summers Law Office, 120 Court Street, Abingdon, Virginia, an historic structure (circa 1800) consisting of approximately 657 square feet of interior space along with porch and exterior courtyard space. Being the same property identified as Parcel No.: 103-1-40

Name: _____

Address: _____

Phone #: _____

Email: _____

SIGNED: _____

DATE: _____

SAMPLE LEASE AGREEMENT

**LEASE AGREEMENT
BY AND BETWEEN
THE TOWN OF ABINGDON, VIRGINIA, LESSOR
AND
_____, LESSEE**

This LEASE AGREEMENT, hereinafter referred to as "Lease Agreement" as enabled by the Code of Virginia, 1950, as amended pursuant to §15.2-1802 and made and entered into as of the ____ day of _____, 20__, by and between the TOWN OF ABINGDON, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia, whose mailing address is P.O. Box 789, Abingdon, Virginia 24212, hereinafter referred to as "Lessor", and _____, Lessee, whose mailing address is _____, hereinafter referred to as "Lessee". Said Lessor and Lessee shall be referred to collectively hereinafter as the "Parties" hereunder.

WITNESSETH:

1. Lessor hereby leases to Lessee the property, hereinafter referred to as "Premises", described and known as the Summers Law Office, an historic structure (circa 1800) consisting of approximately 657 square feet of interior space along with porch and exterior courtyard space located at 120 Court Street, Abingdon, Virginia. The terms of this lease shall run for a period of five (5) years to midnight, _____, 20__, and shall then terminate and the Premises shall be vacated unless otherwise agreed upon in writing by and between the parties hereto.
2. Lessee acknowledges that it has inspected the Premises and conclusively accepts the Premises, buildings and improvements therein in the present condition as suitable and satisfactory for the purpose for which the Premises are leased herein.
3. Lessee covenants that the Premises shall be used solely for the purpose of conforming to current building code. Ideally the space will be used for service type occupancies

or office space, and related uses consistent with Lessee's mission and no other purpose without the prior written consent of Lessor. Lessee further covenants and agrees that it will notify Lessor of any anticipated extended absence (one which would exceed thirty (30) days) from the Premises not later than the first day of any such extended absence from the Premises.

4. The rent shall be at the rate of _____ Dollars (\$_____.00) per month, payable on the first day of each month of the lease commencing on _____, 20____, and continuing thereafter on the first day of each month of this lease. However, if the Premises should not be used by Lessee for any continuous period of ninety (90) days without Lessor's consent, then Lessor may terminate this lease upon written notice to Lessee. Should Lessee fail to submit regular monthly rental by the tenth (10th) of each/any month, a 10% penalty shall be added.
5. A rental/security deposit of _____ Hundred Dollars (\$_____.00), amounting to one month's rent, shall be required of Lessee and shall be paid to Lessor upon execution of this Lease. Said security deposit shall be held until such time as Lessee vacates the Premises. Said security deposit shall be refunded to Lessee by Lessor upon inspection and determination that the Premises are in as good a condition as when leased, normal wear and tear excepted.
6. Lessee agrees to pay monthly rent to Lessor at the address set forth herein, see paragraph 1., or to any address set forth in any writing addressed to Lessee changing the address for the payment of rent hereunder.
7. Lessee shall establish its own utility accounts with the various providers as necessary. All utilities, (electricity, water, sewer, etc.) shall be the responsibility of the Lessee, not Lessor, beginning at the date of execution of this lease and throughout the term of the leasehold.
8. Lessee shall be responsible for the ordinary care, routine maintenance and janitorial services and to keep and maintain the Premises leased in its present condition, normal wear and tear excepted.
9. It is understood and agreed that Lessor shall maintain, repair and replace, whether capital improvements or otherwise, exterior walls of the building, the roof and

sidewalks at its own expense, signage and lighting excepted. Other routine repairs, not of a capital nature, shall be the responsibility of Lessee.

10. Lessee shall have the right, upon obtaining written permission of Lessor, to conduct any construction or remodeling at Lessee's expense that may be required to use the Premises as specified above. Lessee may also construct/install such fixtures on the Premises at Lessee's expense that appropriately facilitate its use. Such construction shall be undertaken and such fixtures may be erected only upon the prior written consent of Lessor, which shall not be unreasonably withheld. Said construction or alterations may include or involve, but are not limited to, interior walls, painting, lighting, electrical or any other changes that may interfere with the structure or alter the structure or cosmetics thereof in any manner including partitions.
11. At the termination of the lease for whatever reason, Lessee shall be entitled to remove (or at the request of Lessor shall remove) all fixtures, and Lessee shall restore the Premises to substantially the same condition (without fixtures if removed) that existed at the commencement of the lease as improved pursuant to Lease Agreement of the Lessor hereunder, normal wear and tear excepted.
12. Lessee shall be entitled to possession as of the first day of the term of this lease and shall yield possession to Lessor on the last day of the term of this lease unless agreed by the parties hereto in writing. If Lessee maintains possession of the Premises for any period after the termination of this lease (holdover period), Lessee shall pay to Lessor a lease payment for the holdover period based upon the terms of this Lease Agreement. Such holdover shall constitute a month-to-month extension of this lease unless otherwise agreed in writing by and between the Parties hereto.
13. Subject to Lessee's consent, which shall not be unreasonably withheld, Lessor shall have the right to enter the Premises to make inspections, provide necessary services or show the unit to prospective buyers, mortgagees, lessees or any of its agents or potential lessee's agents. In the event of an emergency, Lessor may enter the Premises without Lessee's consent.
14. Lessee shall comply with all governmental laws, regulations and/or ordinances (federal, state or local, without limitation) applicable to the premises including all governmental laws, regulations and/or ordinances governing the use, handling and

disposition of hazardous waste materials and agrees to promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the demised Premises all at Lessee's sole expense. Lessee further specifically covenants and agrees to comply with any and all laws, regulations and/or ordinances pertaining to persons with disabilities under the ADA (Americans with Disabilities Act) requirements which are applicable to those responsibilities of the Lessee and the leased Premises. It shall be the responsibility of Lessee to remain current and in compliance with said requirements at its sole expense. The Parties to this Lease Agreement understand that any exterior improvements necessary in order to meet said compliance requirements for the Premises with regard to the aforementioned laws, regulations and/or ordinances shall be the responsibility of the Lessor.

15. Lessee agrees to carry its own insurance, at Lessee's own expense, for any and all personal property.
16. The Parties to this Lease Agreement understand and agree that Lessor shall carry liability insurance coverage to protect its own interest as well as fire and extended coverage for the structure but not for any personal property within the building which belongs to Lessee such as equipment, furniture and inventory. Such insurance carried by Lessor shall cover the building structure and the heating and cooling systems, but no personal property of the Lessee.
17. Lessee shall be responsible for any damage caused by its agents, employees, invitees or others using the building or the premises leased hereunder.
18. Lessee and Lessor each shall maintain public liability insurance providing total coverage on itself in the minimum sum of One Million Dollars (\$1,000,000.00). Every five (5) years during the term of this Lease Agreement, the Lessor and Lessee shall discuss whether or not the limits of the insurance should be increased or decreased and, if so, by how much. The limits shall remain the same or be changed according to the determination made, and Lessee agrees to furnish to Lessor a certificate of insurance reflecting said limits and listing the Town of Abingdon, Virginia as an additional insured.

19. The Parties each understand, covenant and agree that it will be in default under the terms of this lease if either fails to fulfill any obligation, covenant or condition herein. If a party hereto fails to satisfy any obligation of such party under this Lease Agreement which adversely affects the other party to this Lease Agreement within thirty (30) days after written notice of such failure or default, then and in such event, the other party hereto shall have the right to terminate this Lease Agreement by written notice to the defaulting party hereto. Such termination under the terms of this paragraph of this Lease Agreement shall not prejudice the rights of the terminating party to any damages for such default. In the alternative, the non-defaulting party hereto may elect to cure any default and the cost of such action shall be added to the defaulting party's financial obligation under this Lease Agreement. The defaulting party shall pay all costs, damages and expenses incurred by the non-defaulting party by reason of the defaulting party's failure to meet its obligations under the terms of this lease.
20. It is understood and agreed that either of the Parties may seek to terminate this Lease Agreement for good cause upon giving written notice (no less than sixty (60) days) in advance of such anticipated termination date. Said Party wishing to terminate by agreed release of the other Party shall send written notice to the mailing address set forth herein contained in recitals on page one (1). Said permission to terminate for good cause shall not be unreasonably withheld.
21. Any notices under this Lease Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, and addressed as hereinabove set forth.
22. Lessee hereunder shall not be permitted, and covenants that it will not, assign this lease or any part of it without the prior written consent of the Lessor.
23. It is mutually covenanted and agreed that if, at any time during the term of this lease, either party hereto should be declared bankrupt or insolvent by a court of competent jurisdiction or if either party should make any assignment for the benefit of creditors, the other party may, at its option, declare this lease terminated.

24. It is mutually covenanted and agreed that in the event the improvements upon the demised Premises should be destroyed or rendered unfit for occupancy by fire or other casualty for a period of six (6) continuous months and renovation or repairs have not commenced, then each of the Parties hereto shall have the option to terminate this Lease Agreement by written notice to the other party hereto within seven (7) months from said damage or destruction.

25. It is covenanted and agreed that a memorandum of this Lease Agreement shall be recorded in the Clerk's Office of the Circuit Court of Washington County Virginia at the expense of Lessee.

26. The Parties hereto may amend this Lease Agreement by mutual agreement in writing from time to time during the current term as set forth above.

IN WITNESS WHEREOF, Lessor has caused its signature to be affixed hereto by Gregory W. Kelly, Town Manger on behalf of the Town of Abingdon, and Lessee has caused its signature to be affixed hereby by _____.

TOWN OF ABINGDON, VIRGINIA, Lessor

BY: _____
Tony Sullivan, Interim, Town Manager

Commonwealth of Virginia
County of Washington

The foregoing Lease Agreement was acknowledged before me on the ____ day of _____, 20__ by Tony Sullivan, Interim Town Manager for the Town of Abingdon, Virginia.

Notary Public

My Commission expires: _____
Registration No.: _____

LESSEE

Commonwealth of Virginia:
County of Washington

The foregoing Lease Agreement was acknowledged before me on the ____ day of _____, 20__ by _____, Lessee.

Notary Public

My Commission expires: _____
Registration No.: _____