

CM-1

**LEASE**

**1. PARTIES**

Paul R. Lohnes, Trustee of the Jolly Green Giant Trust Lessor, which expression shall include heirs, successors, and assigns where the context so admits, does hereby lease to City of Cambridge, Fire Department, Cambridge, MA.

Lessee, which expression shall include successors, executors, administrators, and assigns where the contest so admits, and the Lessee hereby leases the following described premises:

**2. PREMISES**

7,500 square feet of warehouse space & 7,000 square feet of office space & 11 parking spaces located at 100 Smith Place, Cambridge, MA as set forth in the City of Cambridge RFP for Lease of Space (File #3554 (0), & proposal to City of Cambridge Taylor Square Fire Station to lease space at 100 Smith Place, Cambridge, MA from Paul Lohnes, Trustee of the Jolly Green Giant Realty Trust. The RFP, Bid Proposal are attached as Exhibit "A" and incorporated into the terms of the lease.

Together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

**3. TERM**

The term of this lease shall be for twelve (12) months commencing on see paragraph 22B and ending on see paragraph 22B.

**4. RENT**

The Lessee shall pay to the Lessor fixed rent at the rate of \$245,775.00 dollars per year, payable in advance in monthly installments of \$20,481.25 subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.

**5. UTILITIES**

The Lessor agrees to provide all utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories, during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the Lessor's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment with the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

**6. USE OF LEASED PREMISES**

The Lessee shall use the leased premises only for the purpose of operating the City of Cambridge, Taylor Square Fire Station during the construction of the existing Fire Station.

2002 JAN -8 P 4: 02  
CITY OF CAMBRIDGE  
RECORDS & COMMUNICATIONS

7. COMPLIANCE WITH LAWS The Lessee acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the Lessee shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the Lessor's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the Lessee shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the Lessee therein.
8. FIRE INSURANCE The Lessee shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.
9. MAINTENANCE The Lessee agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Lessee shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Lessee Shall obtain written consent of Lessor before erecting any sign on the premises except Lessee shall have right to erect signs identifying the Location as Fire Station. The Lessor agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Lessee or those for whose conduct the Lessee is legally responsible.
- A. LESSEE'S OBLIGATIONS
- B. LESSOR'S OBLIGATIONS
10. ALTERATIONS ADDITIONS The Lessee shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.
11. ASSIGNMENT SUBLEASING The Lessee shall not assign or sublet the whole or any part of the leased premises without Lessor's prior written consent. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.
12. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Lessee shall, when request, promptly execute and deliver such written

Instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. LESSOR'S ACCESS The Lessor or agents of the Lessor may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Lessor should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

14. LESSEE'S LIABILITY INSURANCE The Lessee shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability Insurance in the amount of \*\* with property damage Insurance in limits of in responsible companies qualified to do business in Massachusetts and in good standing therein Insuring the Lessor as well as Lessee against Injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein. \*\*Pursuant to Mass General Laws the City of Cambridge is self-insured.

15. FIRE CASUALTY EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

- (a) The Lessor fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The Lessor fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property or equipment.

16. DEFAULT AND BANKRUPTCY In the event that:

- (a) The Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The Lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Lessee's property for the benefit of creditors,

Then the Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term

of this lease ended, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured shall be paid to the Lessor by the Lessee as additional rent.

17. NOTICE

Any notice from the Lessor to the Lessee relating to the leased premises or to the occupancy thereof, shall be deemed duly served if left at the leased premises addressed to the Lessee, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All rent notices shall be paid and sent to the Lessor at 100 Smith Place, Cambridge, MA 02138.

18. SURRENDER

The Lessee shall at the expiration or other termination of this lease remove all Lessee's goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the leased premises). Lessee shall deliver to the Lessor the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

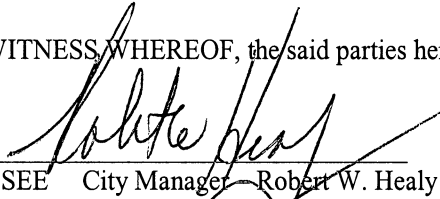
19. BROKERAGE

The Broker(s) named herein C. Brendan Noonan & Co. warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.

Lessor agrees to pay the above-named Broker upon the term commencement date a fee for professional services of Broker & Lessor have an agreement between the two parties or pursuant to Broker's attached commission schedule. The Lessee warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the Lessor from and against any such claim, including without limitation reasonable attorneys' fees incurred by the Lessor in connection therewith.

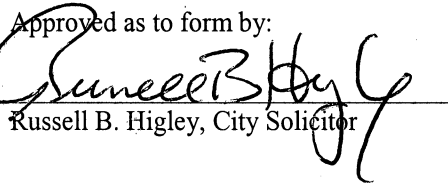
20. **CONDITION OF PREMISES** Except as may be otherwise expressly set forth herein, the Lessee shall accept the leased premises "as is" in their condition as of the commencement of the term if this lease, and the Lessor shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the Lessee.
21. **LIABILITY OF OWNER** No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the Lessor's obligations occurring during the period of such ownership. The obligations of the Lessor shall be binding upon the Lessor's interest in said property, but not upon other assets of the Lessor, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the Lessor shall be personally liable for performance of the Lessor's obligations hereunder.
22. **OTHER PROVISIONS** It is also understood and agreed that
- (a) Lessee shall have the option to extend the terms of this lease for one (1) additional one year term at the same terms and conditions set forth in this lease.
  - (b) The term of the lease shall be for twelve (12) months commencing on the next month after the premises is vacated by the Cambridge Water Department (CWD) and shall end on the last day of the twelfth month after the premises is vacated by the Cambridge Water Department (CWD).
  - (c) The Lessor shall comply with all obligations provided and agreed upon in the RFP, see attached exhibit A.

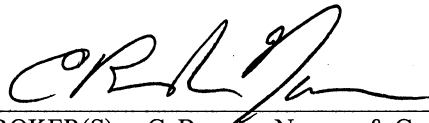
In WITNESS WHEREOF, the said parties hereunto set their hand and seals this 4 day of ~~January~~ <sup>2002</sup> 2002

  
 \_\_\_\_\_  
 LESSEE City Manager Robert W. Healy

  
 \_\_\_\_\_  
 LESSOR Paul Lohnes, Trustee

  
 \_\_\_\_\_  
 LESSEE Fire Chief Gerald Reardon

Approved as to form by:  
  
 \_\_\_\_\_  
 Russell B. Higley, City Solicitor

  
 \_\_\_\_\_  
 BROKER(S) C. Brendan Noonan & Co.

October 4, 2001

Ms. Cynthia H. Griffin  
Purchasing Agent  
City of Cambridge  
City Hall, Room 303  
795 Massachusetts Ave.  
Cambridge, MA 02139

PROPOSAL FOR CITY OF CAMBRIDGE LEASE SPECIFICATIONS FOR THE  
TEMPORARY RELOCATION OF TAYLOR SQUARE FIRE STATION AT 100 SMITH  
PLACE, CAMBRIDGE, MA

Paul R. Lohnes, Trustee of the Jolly Green Giant Realty Trust and owner of the building at 100 Smith Place, Cambridge, submits the following proposal.

SITE DESCRIPTION

Physical Description:

The site is occupied by a single story steel framed building. The floor area of the structure is approximately 50,000 square feet which is currently subdivided into two (2) areas containing 25,000 square feet each.

The vacant side of the premises currently contains approximately 18,000 square feet of warehouse space and 7,000 square feet of living quarters / work area space. The warehouse area will be fitted with apparatus bays and storage area of 7,500 sq. ft. per the specifications as noted. The Offeror will provide a total of 7,000 square feet of living quarters / work area space that meets the specifications noted in the proposal.

The site has been inspected by representatives of the Cambridge Fire Department, and is within the desired West Cambridge location within proximity to the existing Taylor Square Fire Station. There are 16 parking spaces available to service the building, its employees and visitors.

Compliance With All Specifications:

The premises at 100 Smith Place are available for the proposed term from October, 2001 to at least September, 2002 and for an additional one year option if necessary.

The entire Fire Station can easily be located at the premises which are within the desired West Cambridge location area. As to spatial requirements for the Fire Station specifications, they will be completely met within the building at 100 Smith Place and the various numbers of persons and space requirements as set forth in Section 11 of the general specifications will be fully complied with.

The apparatus bays and storage area of the premises will be equipped with four (4) apparatus bays for the storage and maintenance of the vehicles. The area will be equipped with two doors according to the specifications. All heating and ventilation equipment will be provided by the Offeror.

The firefighters work and living quarters space requirements in Section II will be met and the premises will be in compliance with building codes. The entrance is fully visible to the public either walking or driving and pedestrian access from the street is in walkways which are safe and barrier free.

The Offeror will pay for the entire cost to complete the buildout of the facility to comply with the proposal's specifications.

Offeror submits herewith a list of three bank references.

Financial Terms:

Offeror submits herewith the minimum criteria response and a fully executed cost table, including base rent, (which shall include build-out and construction costs per said specifications, heating, air conditioning and electricity costs) for 14,500 square feet at \$16.95 per square foot, \$245,775.00 annually. If the City of Cambridge exercises the one (1) year option, the Offeror will maintain the base rent for the option period at \$16.95 per square foot.

In conclusion, we wish to thank the City for this opportunity and would be pleased to submit any further information.

Very truly yours,



Paul R. Lohnes, Trustee  
Jolly Green Giant Realty Trust  
100 Smith Place  
Cambridge, MA 02138

## **BANK REFERENCES**

Norman T. McIver  
Vice President  
Cambridge Trust Company  
1336 Massachusetts Avenue  
Cambridge, MA 02138

George Wilson  
Chairman of the Board  
East Cambridge Savings Bank  
292 Cambridge Street  
Cambridge, MA 02141

James Flynn  
Vice President  
Century Bank and Trust Company  
400 Mystic Avenue  
Medford, MA 02155

THIS FORM MUST BE RETURNED WITH YOUR BID.

ATTESTATION

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

Jolly Green Giant, Realty Trust  
\*Signature if Individual  
or Corporate Name (Mandatory)

PR Lohnes  
By: Corporate Officer, Paul R. Lohnes, Trustee  
(Mandatory, if Applicable)

04-6863652  
\*\* Social Security # (Voluntary)  
or Federal Identification #

10/04/01  
DATE

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\*Your social security 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 issues, renewed, or extended. This request is made under the authority of Mass. G. L. c. 62C s. 49A.

\*\*\*\*\*

Massachusetts General Laws, Chapter 701 of Acts of 1983 requires that each bidder must certify as follows.

The undersigned certifies under penalties of perjury that his bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PR Lohnes  
(Name of person signing bid)  
Paul R. Lohnes, Trustee

Jolly Green Giant, Realty Trust  
(Company)

CITY OF CAMBRIDGE

DISCLOSURE STATEMENT OF SELLER OR LESSOR  
ACQUISITION OF REAL PROPERTY

For acquisition of real property by the City of Cambridge, the undersigned does hereby state, for the purpose of disclosure of a transaction relating to real property pursuant to Massachusetts General Law c. 7 s. 40J, as follows:

1. Real Property: 100 Smith Place, Cambridge
2. Term: One (1) Year Lease
3. Buyer or Lessee: City of Cambridge
4. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property, including any official elected to public office in the Commonwealth or any employee of the Division of Capital Planning and Operations: See Below \*

Signed under the penalties of perjury.

Name PR Lohnes

Title Trustee

Date October 4, 2001

<u>* NAME</u>	<u>ADDRESS</u>
Paul R. Lohnes	255 Bent Street, Cambridge
James Kelley	100 Smith Place, Cambridge

- Adequate security and exterior lighting for entire premises.
- Office area at grade level if multi-story for patrol room area, and Federal Credit Union.
- Sufficient parking for eleven working personnel.
- Storage areas for members fire gear and uniform lockers.
- Adequate communication availability for necessary station alerting, telephone and CFD computer systems.

III. Minimum Evaluation Criteria

THE CITY OF CAMBRIDGE MAY REJECT ANY BID THAT DOES NOT MEET THE MINIMUM EVALUATION CRITERIA. A "NO" RESPONSE OR FAILURE TO RESPOND TO ANY OF THE FOLLOWING MINIMUM EVALUATION CRITERIA WILL RESULT IN REJECTION OF YOUR BID.

- |       |    |     |   |
|-------|----|-----|---|
| YES   | or | NO  |   |
| ( X ) |    | ( ) | a. Offeror has the authority to enter into an agreement with the City to rent the offered premises. |
| ( X ) |    | ( ) | b. The property is located in the North Cambridge or West Cambridge area.                           |
| ( X ) |    | ( ) | c. The property has a minimum of two bays.  |
| ( X ) |    | ( ) | d. The property has the required work and living quarters or will have at the time of relocation.   |
| ( X ) |    | ( ) | e. The space offered has adequate communication facilities  |

IX. Cost Table

ANNUAL COSTS:

Total Annual Cost	<u>\$245,775.00</u>
Total Monthly Cost	<u>\$20,481.25</u>
Total Rental Sq. Ft.	<u>14,500</u>
Total Annual Cost per Rentable Sq. Ft.	<u>\$16.95</u>

Any additional costs associated with the lease of this property must be Specified: \$ N/A

**REQUEST FOR PROPOSAL  
FOR LEASE SPECIFICATIONS FOR THE TEMPORARY RELOCATION OF TAYLOR  
SQUARE FIRE STATION, ENGINE COMPANY 8 - LADDER COMPANY 4 - DIVISION 2,  
CAMBRIDGE FIRE DEPARTMENT  
CITY OF CAMBRIDGE  
CAMBRIDGE, MASSACHUSETTS 02139**

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 until 11:00 A.M., on Thursday, October 4, 2001, for furnishing the following to the City of Cambridge.

The City of Cambridge, Massachusetts is seeking proposals for Lease specifications for the temporary relocation of Taylor Square Fire Station, Cambridge Fire Department.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on and after SEPTEMBER 5, 2001, between the hours of 8:30 A.M. and 5:00 P.M.

The successful offeror must be an Equal Opportunity Employer.

The City of Cambridge reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

Each proposal must be delivered, along with three (3) additional proposals in a sealed packaged, plainly marked "Proposal for City of Cambridge Lease Specifications for the "Temporary relocation of Taylor Square Fire Station" and addressed to Cynthia H. Griffin, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Ma. 02139.

Cynthia H. Griffin  
Purchasing Agent

REQUEST FOR PROPSALS

CITY OF CAMBRIDGE

LEASE SPECIFICATIONS FOR THE TEMPORARY RELOCATION OF TAYLOR  
SQUARE FIRE STATION FOR THE CAMBRIDGE FIRE DEPARTMENT

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, until Thursday, October 4, 2001 at 11:00 A.M., at which time and place they will publically opened and read aloud for furnishing the following to the City of Cambridge.

The City of Cambridge, Massachusetts is seeking proposals for Lease specifications for the temporary relocation of Taylor Square Fire Station for the Cambridge Fire Department.

Copies of the Request for proposal may be obtained at the Office of the Purchasing Agent on and after Wednesday, September 5, 2001, between the hours of 8:30 A.M. and 5:00 P.M.

The City of Cambridge reserves the right to reject any and all proposals or to waive any informalities in the proposal process. Each proposal must be delivered, along with three (3) additional proposal summaries, in a sealed package, plainly marked, "Proposal for City of Cambridge Lease Specifications for the temporary relocation of Taylor Square Fire Station for the Cambridge Fire Department " and addresses to Cynthia H. Griffin, Purchasing, Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139.

Cynthia H. Griffin  
Purchasing Agent

REQUEST FOR PROPOSALS  
AND LEASE SPECIFICATIONS FOR  
THE CAMBRIDGE FIRE DEPARTMENT  
OF THE CITY OF CAMBRIDGE

INTRODUCTION

This Request for Proposals (RFP) and Lease Specifications are intended to assist those Vendors submitting Proposals to understand the Cambridge Fire Department's space requirements for relocation of the Taylor Square Fire Station while the station undergoes renovations. The City reserves the right to reject any and all proposals that do not meet the minimum specifications.

Proposals will also be evaluated on such features as the overall quality of the space offered, desirability of the location, cost, and the references and financial strength of the owners.

CONTACT PERSON

All inquiries shall be directed to Cynthia H. Griffin, Purchasing Department, 795 Massachusetts Avenue, Cambridge, MA 02139, Telephone No. 349-4310.

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V.	COMPARATIVE EVALUATION CRITERIA	PAGE NO.	4

ATTACHEMENTS

Attestation Form

Disclosure Statement Form

I. GENERAL REQUIREMENTS

A. LENGTH OF LEASE - The landlord shall agree to rent the space for one year with a one year option to renew subject to funding approval by the City Council on an annual basis. The basis of the lease shall be the latest edition of the Greater Boston Real Estate Board "Standard Form for Commercial Lease" with modifications as required.

B. ALTERNATIVE PROPOSALS - The City reserves the right to accept Proposals which may vary from these specifications, provided that, in the judgement of the City either:

1. The proposal does not vary substantially from the specifications through alternative methods, or
2. Any deficiencies in the alternative proposal will not interfere with efficient functioning of the City, and is offset by a compensating reduction in price or by a compensating advantage in another feature or features of the proposal.

C. REJECTION OF PROPOSALS - The City reserves the right to reject any or All Proposals.

## II. SITE AND GENERAL CONDITIONS

Due to station renovations the Cambridge Fire Department (CFD) will require rental space for the period of approximately one year to house fire apparatus, firefighters living quarters, and storage of spare equipment, and the Firefighters Federal Credit Union.

The following is a mandatory list of requirements that will be necessary to fulfill the needs to provide fire and public safety protection.

### **Apparatus bays and storage**

- Must be minimum of 5,000 square feet.
- Location must be in the north or west Cambridge areas that this station must protect.
- Access must be adequate to respond in a timely fashion.
- Minimum of two apparatus bays. Minimum of 60 feet in length, and fourteen feet high.
- Apparatus doors minimum of 12' X 12' and must be motorized.
- Minimum street clearance to allow turns left and right.
- Apparatus bay must be heated to a minimum of 60 degrees.
- Apparatus floors must be capable of handling 70 tons per bay.
- Apparatus bay must have 1" water line for re-filling apparatus tank.
- Apparatus bay to have sufficient lighting and GFI outlets.
- Apparatus bay to have mechanical ventilator.
- Additional spare apparatus storage for three vehicles to be available in same facility.
- Storage area approximately 20' X 20' for tires and maintenance storage.
- Preferable for bays to have appropriate floor drains, or alternative areas for the washing of apparatus.

### **Firefighters work and living quarters**

- Must be minimum of 7,000 square feet
- Bathroom facilities minimum of two male and one female.
- Shower facilities minimum of two.
- Adequate areas for sleeping for a minimum of 11 personnel.
- Kitchen facility of adequate size for 11 personnel.
- Down room area
- Minimum of two separate office areas to serve as officer's offices for each company.
- Sufficient lighting, electrical, heat and preferred central air, or ability for window units.

- Adequate security and exterior lighting for entire premises.
- Office area at grade level if multi-story for patrol room area, and Federal Credit Union.
- Sufficient parking for eleven working personnel.
- Storage areas for members fire gear and uniform lockers.
- Adequate communication availability for necessary station alerting, telephone and CFD computer systems.

III. Minimum Evaluation Criteria

THE CITY OF CAMBRIDGE MAY REJECT ANY BID THAT DOES NOT MEET THE MINIMUM EVALUATION CRITERIA. A "NO" RESPONSE OR FAILURE TO RESPOND TO ANY OF THE FOLLOWING MINIMUM EVALUATION CRITERIA WILL RESULT IN REJECTION OF YOUR BID.

- | YES | or | NO  |   |
|-----|----|-----|---|
| ( ) |    | ( ) | a. Offeror has the authority to enter into an agreement with the City to rent the offered premises. |
| ( ) |    | ( ) | b. The property is located in the North Cambridge or West Cambridge area.                           |
| ( ) |    | ( ) | c. The property has a minimum of two bays.  |
| ( ) |    | ( ) | d. The property has the required work and living quarters or will have at the time of relocation.   |
| ( ) |    | ( ) | e. The space offered has adequate communication facilities  |

IX. Cost Table

ANNUAL COSTS:

Total Annual Cost \_\_\_\_\_

Total Monthly Cost \_\_\_\_\_

Total Rental Sq. Ft. \_\_\_\_\_

Total Annual Cost per  
Rentable Sq. Ft. \_\_\_\_\_

Any additional costs associated with the lease of this property must be Specified: \$ \_\_\_\_\_

X. Comparative Evaluation Criteria

All responsive and responsible proposals will be evaluated and rated on the basis of the following comparative criteria:

LOCATION

1. A rating of advantageous will be given for property located in the North Cambridge or West Cambridge area.
2. A rating of advantageous will be given for property that has at least two bays.
3. A rating of highly advantageous will be given to space that has more than two bays.

CONDITION OF SPACE

1. A rating of advantageous will be given to property having the required minimum space for work and living quarters.

A rating of not advantageous will be given to property having less than the minimums in any categories.

HEATING, VENTILATING AND AIR CONDITIONING

1. A rating of advantageous will be given to property that includes the heating, ventilating and air conditioning energy costs within the per square foot rental rate of the space.
2. A rating of not advantageous will be given to property that does not include the heating, ventilating and air conditioning energy costs within the per square foot rental rate of the space.

ELECTRICAL

1. A rating of advantageous will be given to property assuming responsibility for the electrical energy costs for lighting and power of the rental area, including maintenance of electrical systems.
2. A rating of not advantageous will be given to the property that does not include the property assuming responsibility for the electrical energy costs for lighting and power of the rental area, including maintenance of electrical systems.

THIS FORM MUST BE RETURNED WITH YOUR BID.

ATTESTATION

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

\_\_\_\_\_  
\*Signature if Individual  
or Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer  
(Mandatory, if Applicable)

\_\_\_\_\_  
\*\* Social Security # (Voluntary)  
or Federal Identification #

\_\_\_\_\_  
DATE

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\*Your social security 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 issues, renewed, or extended. This request is made under the authority of Mass. G. L. c. 62C s. 49A.

\*\*\*\*\*

Massachusetts General Laws, Chapter 701 of Acts of 1983 requires that each bidder must certify as follows

The undersigned certifies under penalties of perjury that his bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
(Name of person signing bid)

\_\_\_\_\_  
(Company)

CITY OF CAMBRIDGE

DISCLOSURE STATEMENT OF SELLER OR LESSOR  
ACQUISITION OF REAL PROPERTY

For acquisition of real property by the City of Cambridge, the undersigned does hereby state, for the purpose of disclosure of a transaction relating to real property pursuant to Massachusetts General Law c. 7 s. 40J, as follows:

1. Real Property: \_\_\_\_\_
2. Term: \_\_\_\_\_
3. Buyer or Lessee: \_\_\_\_\_
4. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property, including any official elected to public office in the Commonwealth or any employee of the Division of Capital Planning and Operations:

Signed under the penalties of perjury.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_