

**REQUEST FOR PROPOSALS  
REAL ESTATE DISPOSITION  
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 Monday, November 19, 2018, at which time and place they will be publicly opened and read aloud for furnishing the following to the City of Cambridge:

The City of Cambridge, Massachusetts is seeking proposals for the disposition of a leasehold interest in property owned by the City of Cambridge, consisting of 420 parking spaces and approximately 7,000 square feet of ground floor area intended for retail use in the First Street Garage located at 55 First Street in Cambridge MA.

A proposal will remain in effect for a period of 120 calendar days from the deadline for submission of proposals or until it is formally withdrawn, a lease or land disposition agreement is executed, or this RFP is cancelled, whichever occurs first. Any lease or land disposition agreement is subject to the requirements of Cambridge Municipal Code Chapter 2.110.

Copies of the Request for Proposals may be obtained at the Office of the Purchasing Agent on and after October 18, 2018, between the hours of 8:30 A.M. and 5:00 P.M.

The successful offeror must be an Equal Opportunity Employer.

Offerors may correct, modify, or withdraw proposals prior to the proposal opening. An offeror who wishes to withdraw a proposal must make the request in writing. Any corrections or modifications to a proposal must be submitted in writing. Corrections or modifications must be in a sealed envelope when submitted.

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

Six (6) copies of the proposal must be delivered in a sealed package, plainly marked "RFP for Real Estate Disposition First Street Garage" and addressed to Elizabeth Unger, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. Proposals must be received in the Purchasing Department by 11:00 A.M. on Monday, November, 19, 2018. Delivery to any other location within City Hall or other location shall not satisfy this requirement.

Elizabeth Unger  
Purchasing Agent

**CITY OF CAMBRIDGE  
REAL ESTATE DISPOSITION  
REQUEST FOR PROPOSALS**

**Parking Spaces and Ground Floor Retail Space - First Street Garage, 55 First Street, Cambridge Massachusetts 02141**

**SECTION I. OVERVIEW**

The purpose of this Request for Proposals (“RFP”) is to solicit proposals for the disposition of a leasehold interest in property owned by the City of Cambridge (“the City”), consisting of 420 parking spaces (“Parking”) and approximately 7,000 square feet of ground floor area intended for retail use (“Retail Space”) (the “Parking” and the “Retail Space” shall hereinafter be collectively referred to as the “Leasehold Interest”) in the First Street Garage located at 55 First Street in Cambridge MA (the “Property” or the “First Street Garage”).

The City anticipates entering into a long-term lease agreement for the Leasehold Interest in order to facilitate increased revenue from a currently underutilized parking facility, provide valuable retail services for the surrounding community, enhance the vibrancy of the streetscape, and to allow a separate entity to improve and manage the retail space at the Property. Retail use will be subject to review and approval by the Planning Board, based on applicable zoning requirements.

Offerors must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include the requested documents. The City has attempted in this RFP to be as accurate as possible but is not responsible for any unintentional errors herein. No statement in this document shall imply a guarantee or commitment on the part of the City as to potential relief from state, federal or local laws, rules or regulations.

**SECTION II. INSTRUCTIONS TO OFFERORS**

2.1 Failure to complete the attached forms, to answer any question, or to provide the documentation required will be deemed non-responsive and result in an automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in and pursuant to M.G.L. c. 30B.

2.2 All requests for clarification or any questions about information contained in this RFP must be submitted in writing and addressed to Elizabeth Unger, Purchasing Agent, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (email: [Purchasing@cambridgema.gov](mailto:Purchasing@cambridgema.gov) ). No requests or questions will be accepted after 11:00 a.m. on Thursday, November 8, 2018. An Addendum with

questions and answers will be posted to the Purchasing website.

- 2.3 Six (6) copies of the proposal must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge, Third Floor of City Hall **prior to 11:00 a.m., Monday, November 19, 2018**. Proposals must be delivered in a sealed package labeled "Proposal for Disposition of Real Estate – First Street Garage." Late proposals will not be accepted.
- 2.4 Offerors may correct, modify or withdraw proposals prior to the proposal opening. An offeror who wishes to withdraw a proposal must make the request in writing. Any corrections or modifications to a proposal must be submitted in writing prior to the proposal opening. Corrections or modifications must be in a sealed envelope when submitted.
- 2.5 An offeror's proposal will remain in effect for a period of one-hundred and twenty (120) calendar days from the deadline for submission of proposals or until it is formally withdrawn, a contract (Lease or Memorandum of Agreement) is executed or this RFP is canceled, whichever occurs first.

### **SECTION III. EVALUATION OF THE PROPOSALS**

All proposals will be reviewed in accordance with M.G.L. c. 30B by the Evaluation Committee, and final selection will be based upon an evaluation and analysis of the information and materials required under this RFP. The contract may be awarded only to an offeror who meets the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract, and best meets the comparative evaluation criteria.

The City will award **one** contract to a responsive and responsible offeror. The City reserves the right to reject any and all proposals if it determines that it is in the best interest of the City to do so. The City also reserves the right to waive any minor informalities in the proposal process or to accept the proposal deemed to be in the best interest of the City.

### **SECTION IV. DESCRIPTION OF PROPERTY TO BE DISPOSED**

#### **4.1 Overview**

The Leasehold Interest to be disposed of includes the Parking, consisting of the 420 parking spaces, that are not in assigned locations and that can be accessed by use of an electronic access pass, along with the approximately 7,000 square feet of ground floor Retail Space, at the Property (see attached map).

#### **4.2 First Street Garage**

The First Street Garage is currently an active municipal parking facility located on 55 First

Street, with a garage capacity of 1,100 automobile parking spaces. The garage operates 24 hours a day, seven days a week. The Property also includes approximately 10,000 square feet total of ground floor retail space, 7,000 square feet of which is set forth for disposition in this solicitation. The entrance to the parking garage is on Spring Street and the exit is on Thorndike Street.

The Property is located in the East Cambridge neighborhood of Cambridge, on First Street, and across the street from the CambridgeSide Mall. The Middlesex Probate and Family Court and the Middlesex Registry of Deeds building are located to the northwest of the Property. Other adjacent blocks include primarily commercial as well as residential uses in buildings that reflect both the industrial and historic character of the area.

The Property was constructed in two phases beginning in 1983 and 1986 pursuant to a U.S. Department of Housing and Urban Development Urban Development Action Grant (“UDAG”) awarded to the City as part of the overall redevelopment of East Cambridge. The Property is 6 stories and includes roof level parking. There are three (3) personnel elevators. The gross building area is 81,822 square feet, and the total retail space within the building is approximately 10,000 square feet. The existing retail space is located on the ground floor along First Street and is currently primarily vacant. A portion of the existing ground floor retail space, approximately 3,000 square feet, accommodates aspects of the City’s Traffic, Parking and Transportation Department. The Property is shown on the attached Assessor's Map ID 18-75.

There are currently several, existing, long term leases for parking spaces at the garage totaling approximately 423 spaces. The spaces are provided to the current lease holders in the form of garage access cards. In addition, there are several other entities that have been issued garage access cards (though not through a long-term lease), including area businesses and Cambridge residents. Currently there are approximately 260-380 spaces being utilized by daily parkers of which 130 spaces are made available to the general public pursuant to the UDAG. In addition, the Property serves as a designated parking location for Cambridge residents whenever the City declares a snow emergency parking ban.

#### **4.3 Zoning Status**

The Property is located in the Business A (BA) base zoning district, which allows certain residential, institutional, office, and retail uses along with some transportation, communication, and utility uses (see Section 4.30 of the Cambridge Zoning Ordinance). For non-residential uses the maximum Floor Area Ratio (FAR) is 1.00 and the maximum height is 35 feet, and for residential uses the maximum FAR is 1.75 and the maximum height is 45 feet. The base district is modified by the PUD-4B overlay zoning district, which allows additional uses, height, and density as part of a Planned Unit Development (PUD) which must receive a special permit from the Planning Board (see Article 12.000 and Section 13.50 of the Cambridge Zoning Ordinance). The development of the municipal parking garage on the Property received a PUD special permit (PB-29) filed on January 6, 1983.

## SECTION V. CONTRACT TERMS & CONDITIONS

- 5.1 Upon the conditional designation of the successful purchaser and approval of the disposition pursuant to Cambridge Municipal Code Chapter 2.1110, the City will enter into a Lease with the successful offeror contingent upon matters set forth in this RFP.
- 5.2 This RFP requires a **\$ 150,000** cashier's check as a good faith deposit (the "Deposit"). The successful offeror will be responsible for obtaining the necessary approvals for all permits for the proposed use of the Leasehold Interest and for paying the out of pocket costs incurred by the City in connection with the disposition process, including attorneys' fees, appraisers' fees, and any other consultants' fees. The City shall refund any remaining funds of the Deposit if the disposition is not granted by the City Council within 24 months of the conditional designation of the successful offeror. The Deposit will be creditable against the future ground rent payments, but will not be refunded if the offeror fails to meet any of its obligations for project execution, including zoning approval and other permits, design phases, base building construction, tenant fit out, and building and occupancy permits. The offeror's proposal will become an exhibit of the Lease. Cashier checks deposits offered by non-successful offerors shall be returned after a successful offeror has been selected.
- 5.3 All due diligence items and any costs related to satisfaction of the above obligations must be prepared at the sole cost and expense of the offeror. These expenses are nonrefundable and cannot be used to offset the deposit or future ground rent payments.
- 5.4 Offerors must demonstrate their ability to finance all of its proposed improvements and to operate the Leasehold Interest to the satisfaction of the City. Additional information regarding the financial condition of the offeror may be requested by the City, including but not limited to inspection of audited corporate financial statements, a description of other real estate owned (including information about any history of delinquency, default, litigation, or outstanding liens or judgments on property listed), a credit release, and/or any additional information evidencing the financial strength of the offeror and the offeror's financial ability to meet its obligations under the Lease. The offeror may attach any relevant information as an appendix to the offeror's response to the RFP on a voluntary basis.
- 5.5 Final disposition of the Leasehold Interest shall be subject to the procedural requirements set forth in Section 2.110.010 et. seq. of the Cambridge Municipal Code, titled "Disposition of City Property." Disposition of the Leasehold Interest requires a two-thirds vote of the City Council. Disposition of the Leasehold Interest shall be

subject to further restrictions that may be deemed reasonable by the City Council and accepted by the successful offeror which may be identified during the public processes necessary for the disposition of the Leasehold Interest.

- 5.6 The Term of the Lease shall be thirty (30) years with no option for renewal.
- 5.7 The Ground Rent for the Lease shall be established pursuant to the price offered by the successful offeror. This amount shall be increased annually based on the Consumer Price Index for All Urban Consumers in the Boston-Cambridge-Newton area ("CPI"). Such annual increase shall be referred to hereinafter as ("Escalation"). At the option of the City, the City may further adjust the Ground Rent and required insurance coverages at each ten-year anniversary of the Lease Term. Such Ground Rent Adjustment shall be based on the fair market value established by an appraisal of the Property to be paid for by the successful offeror. Utilities, insurance and all taxes for the Leasehold Interest shall be paid for by the successful offeror and are not included in the Ground Rent. The successful offeror shall also be responsible for all maintenance costs related to the Retail Space.
- 5.8 The successful offeror's use of the Leasehold Interest shall not interfere with the City's operation of the remainder of the Property as a municipal parking garage and other municipal uses.
- 5.9 The Lease shall provide that any capital improvements made in connection with the successful offeror's use or intended use of the Property shall be approved in writing by the City and conducted in conformance with public design and construction procurement statutes, and adhere to the requirements found in the Massachusetts public construction laws (M.G.L. c. 149, §§44A-H) as well as the statutory requirements for design professional service procurement (M.G.L. c. 7C) and the successful offeror shall reimburse all costs incurred by the City.
- 5.10 Offeror must submit a detailed timeline for project execution including the permitting strategy (zoning approval and other approvals), design phases, base building construction, tenant fit out, and building and occupancy permits. In particular, the timeline must indicate when the approvals process would begin, expected conclusion of the approvals process, and projected opening date.
- 5.11 The Lease shall provide that following any "fit out" of the Leasehold Interest, the successful offeror shall ensure that the retail space of the Leasehold Interest is continually occupied during the Term.
- 5.12 The Lease shall provide that any improvements or fit out or renovation of the Property by the successful offeror shall be approved in writing by the City and made in compliance with all applicable federal, state and local laws, ordinances, rules,

polices and regulations (including, without limitation, Massachusetts state bidding laws, the applicable requirements of the Americans with Disabilities Act of 1990, and regulations promulgated thereunder, the regulations of the Massachusetts Architectural Access Board, and the provisions of the Cambridge Zoning Ordinance).

- 5.13 The successful offeror will not place on the exterior of the Property (including both interior and exterior surfaces of doors and interior surfaces of windows) or on any part of the Property, any signs, symbol, advertisement or the like visible to public view outside of the Property without the prior written consent of the City.
- 5.14 The successful offeror shall be responsible for all snow removal operations at the Property including the public sidewalks adjacent to the Property in compliance with all applicable federal, state and local laws, regulation and rules including, but not limited to Cambridge Municipal Code Chapter 12.16.
- 5.15 Insurance.

The successful offeror will be required to obtain the following types of insurance:

a. an insurance policy at its sole cost and expense designating the City as an additional named insured under its combined single limit bodily injury and property damage policy in the amount of one million dollars per occurrence (\$1,000,000.00/occurrence) and three million dollars in the aggregate (\$3,000,000.00/aggregate), insuring the City against any liability, loss or damage that might result to the City as a result of the activities permitted under the Lease; said insurance policy shall be maintained as long as the Lease is in effect and the successful offeror shall provide a certificate of insurance annually to the City and shall provide a copy of its insurance policy as requested by the City. Failure to maintain said policy shall be grounds for revocation of the Lease. The successful offeror shall maintain all other insurance coverages required by applicable laws, rules or regulations. Such insurance shall name the City as an additionally named insured.

b. Automobile Liability. For any vehicles used by the successful offeror in business related to the Property, automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident.

c. Workers' Compensation and Employers' Liability. The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements.

d. Excess/Umbrella Liability. Umbrella liability coverage in an amount not less than \$10,000,000 per occurrence. Umbrella liability coverage is to be in excess of the general liability, automobile liability and employers' liability requirements outlined above and such requirement shall be subject to reasonable modification based on market changes and insurance coverage standards generally applicable to commercial real estate similar in type, use and location as the Property. Such insurance shall name the City as an additionally named insured.

e. Environmental Liability Insurance. A pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by the CRA for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by City but discovered during the operation of the Property (and subject to approval by the City) for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate and a maximum deductible or self-insured retention of \$25,000.

f. Property Insurance. Insurance against loss or damage resulting to the Property including fire, theft or other damage in an amount not less than the replacement value of the Property. Such insurance shall name the City as an additionally named insured.

5.15 **Rule of Award:** The most advantageous proposal from a responsive and responsible offeror, taking into consideration the total monetary offer and all other evaluation criteria set forth in this RFP will be selected.

## **SECTION VI. EVALUATION CRITERIA**

The purpose of information requested in this section is to assist the City in evaluating each proposal. Each proposal shall be evaluated based upon the price offered for the Leasehold Interest by the offeror in conjunction with the other comparative evaluation criteria set forth herein. Responses to the following areas should be complete and full:

**Criteria 1: Proposal shall be evaluated based on the offeror providing a plan to manage parking demand.**

A rating of Highly Advantageous will be given if the offeror proposes three or more parking demand management strategies such as those listed in the City's PTDM ordinance that are intended to reduce the demand for the 420 spaces on a daily basis.

A rating of Advantageous will be given if the offeror proposes one to two parking demand management strategy such as those listed in the City's PTDM ordinance that are intended

to reduce the demand for the 420 spaces on a daily basis.

A rating of Not Advantageous will be given if the offeror does not propose a plan to manage parking demand.

**Criteria 2: Proposals shall be evaluated based upon how the plan proposed for the ground floor retail space is beneficial to the City and is compatible with the neighborhood in terms of current and anticipated future retail needs and neighborhood character.**

A rating of Highly Advantageous will be given to an Offeror whose proposed plan for the ground floor Retail Space clearly demonstrates how the proposed retail use is beneficial to the City in terms of activating that portion of First Street with pedestrian and economic activity **and** addresses expressed needs of the neighborhood.

A rating of Advantageous will be given to an Offeror whose proposed plan for the ground floor Retail Space clearly demonstrates how the proposed retail use is beneficial to the City in terms of activating that portion of First Street with pedestrian and economic activity.

A rating of Not Advantageous will be given to the offeror whose proposed plan for the ground floor Retail Space does not clearly demonstrate how the proposed retail use is beneficial to the City in terms of activating that portion of First Street with pedestrian and economic activity.

A rating of Unacceptable will be given to the offeror who does not propose a plan for the ground floor Retail Space or whose proposed plan is incompatible with the surrounding neighborhood as determined by the evaluation committee.

**Criteria 3: Proposed Lease Payment for 420 Parking Spaces: A proposal shall be evaluated based on the proposed monthly lease payment offered for the 420 parking spaces.**

A rating of Highly Advantageous will be given to an Offeror that proposes for the 420 parking spaces an offer above one hundred and forty-seven thousand dollars (\$147,000) per month subject to Escalation to be applied on an annual basis from the date of execution of the Lease.

A rating of Advantageous will be given to an Offeror that proposes for the 420 parking spaces an offer above one hundred thirty-six thousand five hundred dollars (\$136,500) to one hundred and forty-seven thousand dollars (\$147,000) per month subject to Escalation to be applied on an annual basis from the date of execution of the Lease.

A rating of Not Advantageous will be given to an Offeror that proposes for the 420 parking

spaces one hundred twenty-six thousand dollars (\$126,000) to one hundred thirty-six thousand five hundred dollars (\$136,500) per month subject to Escalation to be applied on an annual basis from the date of execution of the Lease.

**Criteria 4: Proposed Lease Payment for Ground Floor Retail Space: A proposal shall be evaluated based on the proposed lease payment offered for the approximately 7,000 square feet of ground floor retail space.**

A rating of Advantageous will be given to an Offeror that proposes more than twelve dollars per square foot per month for the ground floor Retail Space subject to Escalation to be applied on an annual basis from the date of execution of the Lease.

A rating of Not Advantageous will be given to an Offeror that proposes twelve dollars per square foot per month for the ground floor Retail Space subject to Escalation to be applied on an annual basis from the date of execution of the Lease.

**Criteria 5: Additional contribution: A proposal shall be evaluated based on the amount of additional monetary support proposed for potential capital projects associated with the Property.**

A rating of Highly Advantageous will be given to an offeror that proposes contributing financial support in an amount of greater one million dollars (\$1,000,000) per year for capital repairs and improvements to the Property.

A rating of Advantageous will be given to an Offeror that proposes contributing financial support in an amount in between five hundred thousand dollars (\$25,000) and fifty thousand dollars (\$50,000) per year for capital repairs and improvements to the Property.

**Criteria 6: Additional contribution: A proposal shall be evaluated based on the amount of additional monetary support proposed for potential capital projects associated with the Property.**

A rating of Highly Advantageous will be given to an offeror that proposes contributing financial support in an amount of greater than fifty thousand dollars (\$50,000) per year for capital repairs and improvements to the Property

A rating of Advantageous will be given to an Offeror that proposes contributing financial support in an amount in between twenty-five thousand dollars (\$25,000) and fifty thousand dollars (\$50,000) per year for capital repairs and improvements to the Property.

**Criteria 7: Additional contribution: A proposal shall be evaluated based on the amount of additional monetary support proposed for community enhancement.**

A rating of Highly Advantageous will be given to an offeror that proposes contributing financial support to the City in an amount greater than fifty thousand dollars (\$50,000) per year for community enhancement.

A rating of Advantageous will be given to an offeror that proposes contributing financial support to the City in an amount in between twenty-five thousand dollars (\$25,000) and fifty thousand dollars (\$50,000) per year for community enhancement.

**Criteria 8: Additional contribution: A proposal shall be evaluated based on the amount of additional monetary support proposed for the City’s green initiatives.**

A rating of Highly Advantageous will be given to an offeror that proposes contributing financial support to the City in an amount greater than fifty thousand dollars (\$50,000) per year for the City’s green initiatives.

A rating of Advantageous will be given to an offeror that proposes contributing financial support in an amount in between twenty-five thousand dollars (\$25,000) and fifty thousand dollars (\$50,000) per year for the City’s green initiatives.

## **SECTION 7. DOCUMENT SUBMISSION REQUIREMENTS**

The following documents must accompany the proposal. Failure to provide any of the requested documents may result in the determination that the offeror is non-responsive.

1. This proposal must be accompanied by a good faith deposit of \$150,000 cashier’s check.
2. Proposal Form
3. Price Summary Form
4. Disclosure of Beneficial Interest pursuant to G.L. c. 7, § 40J
5. A list of three financial references from a bank, mortgage company, investment company or other licensed financial institution. The references shall include contact name and telephone number. The City may contact the references in determining whether the offeror is responsible.

CITY OF CAMBRIDGE, PURCHASING DEPARTMENT  
795 MASSACHUSETTS AVENUE, RM. 303  
CAMBRIDGE, MA 02139

PROPOSAL FORM FOR THE DISPOSITION OF REAL ESTATE  
First Street Garage

1. Name of person submitting proposal:

Address:

Telephone:

1. Please check one of the following:

( ) Corporation, incorporated in the State of: \_\_\_\_\_

( ) Partnership, names of partners are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submit this form with your proposal.

**2. Minimum Quality Requirements**

The City will reject any proposal that does not meet the minimum evaluation criteria. A “NO” response or a failure to respond to any of the following minimum evaluation criteria will result in a rejection of your proposal.

**Please check YES or NO for each of the minimum criteria listed below:**

A. The offeror has sufficient assets to maintain a viable ground floor retail establishment.

YES \_\_\_\_\_ NO \_\_\_\_\_

B. The offeror has proposed at minimum an annual lease payment of one million five hundred and twelve thousand dollars (\$1,512,000.00) subject to Escalation stipulated in terms and conditions for the Property.

YES \_\_\_\_\_ NO \_\_\_\_\_

C. The offeror has submitted with this proposal a good faith deposit in the form of a cashier’s check in the amount of \$150,000 (one hundred and fifty thousand US dollars).

YES \_\_\_\_\_ NO \_\_\_\_\_

D. The offeror has proposed at minimum a lease payment of twelve dollars (\$12.00) per square foot per month for the ground floor retail space.

YES \_\_\_\_\_ NO \_\_\_\_\_

E. The offeror has sufficient capital to make an immediate payment to the City for capital repairs or improvements to the Property in the amount of up to \$1,000,000.

YES \_\_\_\_\_ NO \_\_\_\_\_

F. The offeror has proposed at minimum payments of \$25,000 per year for each of the following: 1) capital projects for the Property (Evaluation Criteria # 6); 2) community enhancement (Evaluation Criteria #7); and 3) the City’s green initiatives (Evaluation Criteria #8).

YES \_\_\_\_\_ NO \_\_\_\_\_

**Submit this form with your proposal.**

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. As required by M.G.L. c. 62C, Section 49A, the undersigned also certifies under the penalties of perjury that the offeror has complied with all laws of the Commonwealth relating to taxes.

**Signature:** \_\_\_\_\_

**Name of person signing proposal:** \_\_\_\_\_

**Title of officer signing for firm, if applicable:** \_\_\_\_\_

**Name of business, if applicable:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of all firm partners, if applicable:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submit this form with your proposal.**

**INSTRUCTIONS for PRICE SUMMARY FORM**

The attached price summary form must be submitted with the offeror's proposal. Failure to adhere to this instruction will result in automatic disqualification of your proposal. The price summary form must provide (on the attached worksheet):

- a. Your proposed price for the 420 parking spaces; 2) your proposed price per square foot for the ground floor retail space; 3) your proposed price for each additional contribution: capital improvements, community enhancements, and green initiatives.
- b. Schematic plans, elevations and other drawings and writings describing the ground floor retail operation that is proposed on the Property.
- c. A schedule indicating when the proposed ground floor retail operation will be open to the public for business.

**PRICE SUMMMARY FORM**

(1) Proposed price for 420 Parking Spaces per month: \$ \_\_\_\_\_ x 12 months =  
\$ \_\_\_\_\_/year  
In words: \_\_\_\_\_

(2) Proposed price per square foot of Retail Space: \$ \_\_\_\_\_ x 12 months =  
\$ \_\_\_\_\_/year  
In words: \_\_\_\_\_

(3) Proposed Fixed yearly contribution for:

- a. Capital improvements: \$ \_\_\_\_\_/year lump-sum payment  
In words: \_\_\_\_\_
- b. Community enhancement: \$ \_\_\_\_\_/year lump sum payment  
In words: \_\_\_\_\_
- c. Green initiatives: \$ \_\_\_\_\_/year lump sum payment  
In words: \_\_\_\_\_

(4) Proposed additional one-time payment for:

- a. Capital improvements: \$ \_\_\_\_\_ to be paid in YEAR \_\_\_\_ of lease
- b. Community enhancements: \$ \_\_\_\_\_ to be paid in YEAR \_\_\_\_ of lease
- c. Green initiatives: \$ \_\_\_\_\_ to be paid in YEAR \_\_\_\_ of lease

**Total proposed monetary offer for Year One:**

\$ \_\_\_\_\_

Signature of Offeror: \_\_\_\_\_

**Submit this form with your proposal.**

**Attachments:**

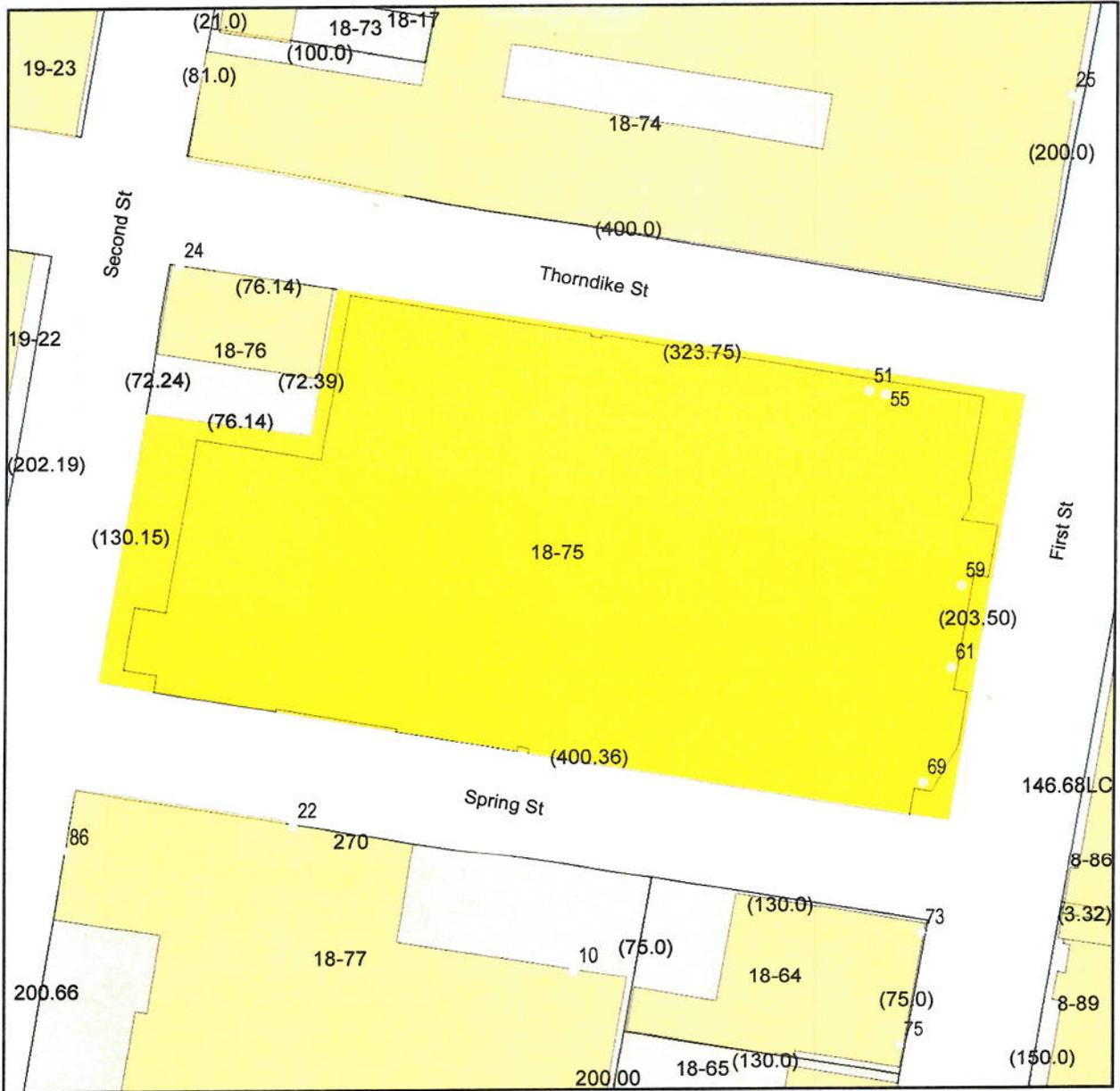
**Location of First Street Garage  
Assessor's Map # ID 18-75**

**Retail space (all 10,000 sq. ft. – 7,000 for disposition) blueprint  
Garage blueprint**

**Beneficial interest disclosure form**

**Tax Compliance/Anti-Collusion form**

# MAP TITLE



Cambridge, MA Assessing Department

Robert P. Reardon, Director





CURRENT OWNER	TOPO.	UTILITIES	STRT./ROAD	LOCATION	DESCRIPTION	CURRENT ASSESSMENT	ASSESSED VALUE
CAMBRIDGE CITY OF COMM. DEV. 57 INMAN ST					EXMPT BLD EXMPT LND	Code 931 931	48,629,600 17,606,300
CAMBRIDGE, MA 02139 Additional Owners:							48,629,600 17,606,300
<b>SUPPLEMENTAL DATA</b>							
Other ID: 751			Affordable Value Class 0				
Assoc Parcel			GIS X-Y 7709591378				
Contact Num			CDD NBHD 1				
Contact Pers			Condo Area				
Census Tract 3521							
GIS ID: 18-75			ASSOC PID#				

VISION

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	q/u	w/t	SALE PRICE	V.C.	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
CAMBRIDGE CITY OF	/	01/01/1900	Q	1	0	Y	2019	931	48,629,600	2018	931	47,391,000	2017	931	45,570,200
							2019	931	17,606,300	2018	931	15,329,600	2017	931	12,496,900
<b>PREVIOUS ASSESSMENTS (HISTORY)</b>															
Total: 66,235,900															
<b>OTHER ASSESSMENTS</b>															
Total: 62,720,600															
Total: 58,067,100															

EXEMPTIONS	Amount	Code	Description	Number	Amount	Comm. Int.
<b>ASSESSING NEIGHBORHOOD</b>						
NBHD/ SUB			Street Index Name		Batch	
CI/A			Z2			
<b>NOTES</b>						
FORMERLY LOTS						
18-10,11,12,13,71,72						
AGGREGATED 1985						
MB8-TAXABLE PORTION OF						
PUBLIC GARAGE						

APPRaised VALUE SUMMARY	Value
Appraised Bldg. Value (Card)	1,443,800
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	17,606,300
Special Land Value	0
Total Appraised Parcel Value	66,235,900
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	66,235,900

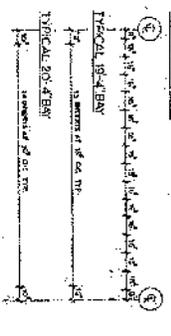
BUILDING PERMIT RECORD	Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

VISIT/ CHANGE HISTORY	Date	Type	IS	ID	CD	Purpose/Result
	09/03/2015	X				MAINTENANCE
	09/02/2009	E				MAINTENANCE
	06/30/2003	D	M			MAINTENANCE

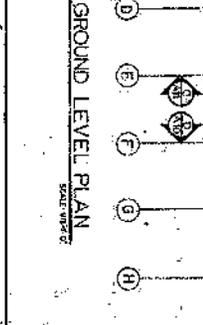
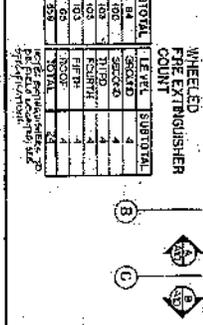
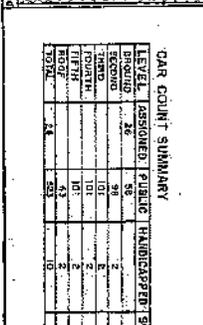
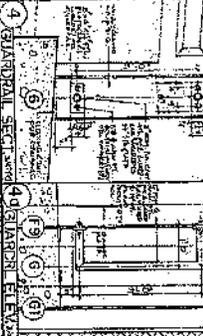
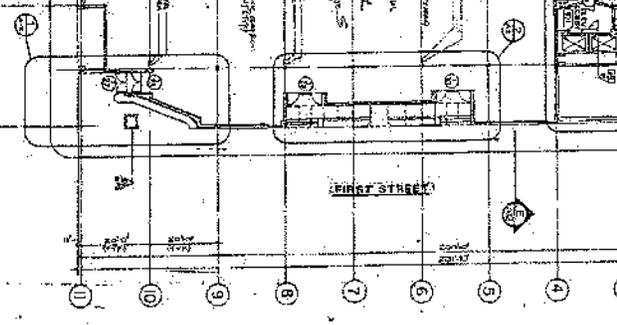
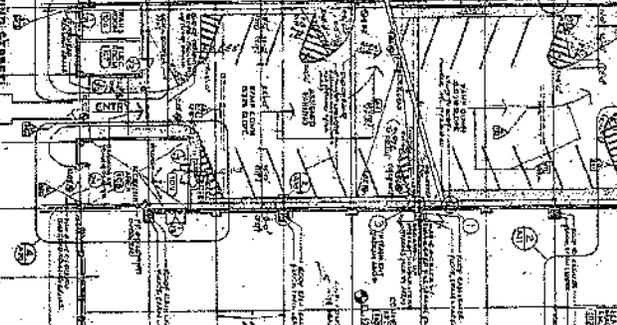
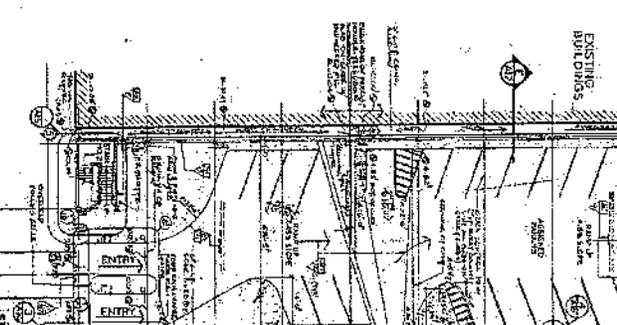
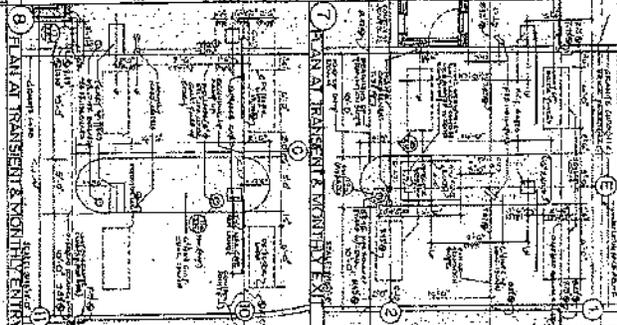
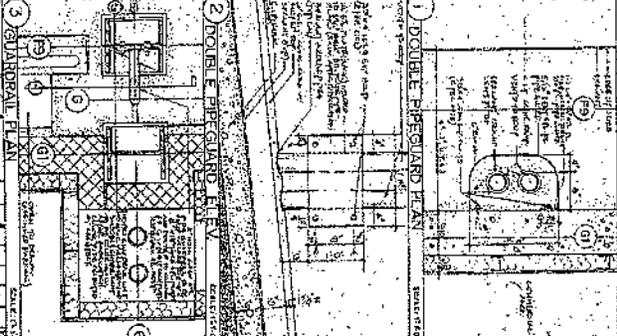
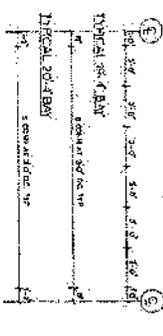
LAND LINE VALUATION SECTION																	
B Use # Code	Use Description	Zone	D Front	Depth	Units	Unit Price	I. Factor	S.A. Disc	Acre	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
1	931 Improved City	PY			75,739	SF	197.00	1.00000	5	1.00000	1.00	CIC	1.18	0	1.00	232.46	17,606,300
Total Card Land Units: 75,739 SF Parcel Total Land Area: 75,739 SF																	
Total Land Value: 17,606,300																	



**SPACING OF STEEL ANGLE SUPPORT INSERTS**



**SPACING OF BENT PLATE CONNECTIONS**

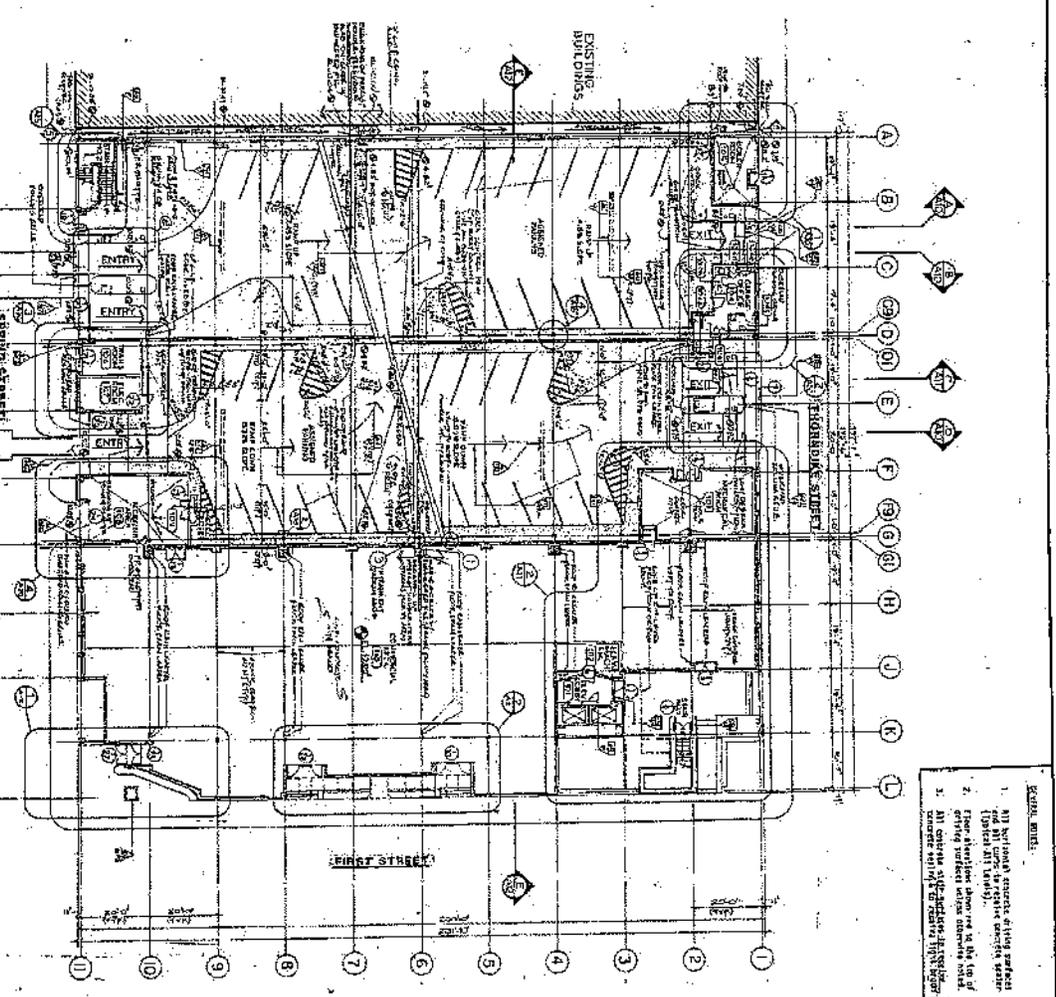


**CAR COUNT SUMMARY**

LEVEL	ASSIGNED	PUBLIC	HANDICAPPED	STREET	TOTAL
GROUND	26	98	2	0	126
FIRST	0	0	0	0	0
SECOND	0	0	0	0	0
THIRD	0	0	0	0	0
FOURTH	0	0	0	0	0
FIFTH	0	0	0	0	0
SIXTH	0	0	0	0	0
SEVENTH	0	0	0	0	0
EIGHTH	0	0	0	0	0
NINTH	0	0	0	0	0
TOTAL	26	98	2	0	126

**WHEELED FIRE EXTINGUISHER COUNT**

LEVEL	SCOPED	SUBTOTAL
GROUND	4	4
FIRST	4	4
SECOND	4	4
THIRD	4	4
FOURTH	4	4
FIFTH	4	4
SIXTH	4	4
SEVENTH	4	4
EIGHTH	4	4
NINTH	4	4
TOTAL	36	36



- EXPLAN. NOTES:**
- All National Access of Handicap symbols (shown all levels).
  - Door thresholds show no less than 1/2" of existing surface unless otherwise noted.
  - All concrete slabs are cast-in-place concrete.

**EAST CAMBRIDGE PARKING FACILITY**  
GROUND LEVEL

ARCHITECT: [Logo]

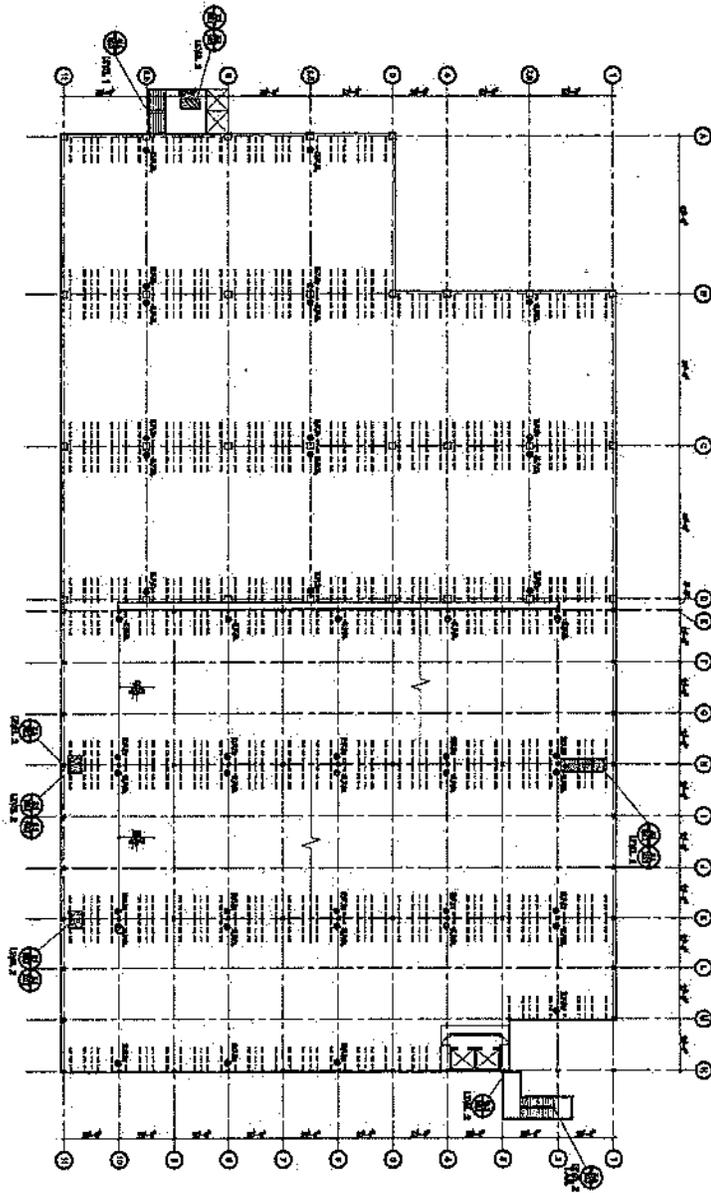
ENGINEER: [Logo]

DATE: 10/20/00

PROJECT NO: 00-0000

SCALE: AS SHOWN

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- LEGEND:**
- Reinforcement in slab
  - Slab
  - Column
  - Beam
  - Wall
  - Stair
  - Elevation
  - Section
  - Detail
  - Foundation
  - Other

<p><b>PARSONS</b>                  CONSULTING ENGINEERS                  1000 BOYLSTON STREET                  BOSTON, MA 02116                  TEL: 617.552.3000                  FAX: 617.552.3001                  WWW.PARSONS.COM</p>	<p><b>FIRST STREET PARKING STRUCTURE</b>                  IMMEDIATE REPAIRS                  CAMBRIDGE, MASSACHUSETTS</p>	<p><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>CHKD.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	BY	CHKD.																					<p><b>PROJECT:</b>                  FLOOR PLAN                  LEVEL S 112</p>
NO.	DESCRIPTION	DATE	BY	CHKD.																								

R11





**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord                       Lessee/Tenant  
 Seller/Grantor                           Buyer/Grantee  
 Other (Please describe): \_\_\_\_\_

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission; if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
-------------	------------------

- (7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been*

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

*filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

---

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

---

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

---

PRINT NAME & TITLE of AUTHORIZED SIGNER

**Americans with Disabilities Act (42 U.S.C. 12131)  
Section 504 of the Rehabilitation Act of 1973  
Tax Compliance/Anti-Collusion Statement  
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature & Title)