CITY OF WALTHAM

Request for Proposals

Lease of a Parcel of Land at 892 Rear Lexington Street

Waltham, Massachusetts

I Introduction

The City of Waltham (Lessor) is currently offering for lease, "as is," the Parcel of land located at 892 Rear Lexington Street, Waltham, Massachusetts, as generally identified on the site plan attached hereto as Appendix B.

The attached sample lease agreement, Appendix A, describes the property more completely.

II Submission Requirements

- A. All proposals must be delivered to the office of the City Purchasing Agent, Joseph Pedulla, City Hall, 610 Main Street, Waltham, MA no later than
 - Tuesday August 7, 2012 at 10:00 am.
- B. All proposals shall be in sealed envelopes marked, "Proposal for Lease of Parcel at 892 rears Lexington Street, Waltham.
- C. All proposals not received at the Purchasing Agent's office by the date and time specified shall be rejected.
- D. Each proposal must include the following:
 - 1. A completed Disclosure of Beneficial Interests form, which complies with the requirements of M. G. L. Chapter 7, section 40J.
 - 2. A signed affidavit of non-collusion in the form provided by the Purchasing Agent.
 - 3. A certification of tax compliance (M. G. L. Chapter 62C, section 49A).
 - 4. If the Lessee is other than a natural person, evidence of its legal existence and status. Such evidence may include the following:
 - a. Articles of Incorporation
 - b. Trust Agreements
 - c. Partnership Agreements
 - 5. If the proposer is a corporation, a Certificate of Authority conveying a certified vote of the Board of Directors authorizing a designated individual to submit the proposal.
 - 6. A statement of the intended use of the leased premises.
 - 7. Resumes and position descriptions of all personnel of Lessee who will be responsible for supervising construction work to be performed under the lease.
 - 8. A statement identifying the Lessee's financing sources and their promised capital investments.
 - 9. A proposed, detailed program of capital repairs and replacements, any other

improvements/repairs proposed. Said program shall be attached to and become a part of the lease.

- 10. An inventory of any and all personal property that will be stored or maintained in the leased premises. Such list shall be updated by the Lessee as such personal property is added or removed.
- 11. The Lessee shall be responsible for maintaining its own insurance covering any personal property located on or in the rental property during the lease term and the Lessee shall indemnify and hold the City harmless from any claims for damages or loss relating to any such personal property.
- 12. An Insurance Certificate showing the requested limits and with the following text in the Description of Service Box:" The City of Waltham is Named additional Insured for all Insurance".
- 13. For a corporation, a certified copy of the most recent Annual Report and any Amendments subsequent to the most recent filing as recorded with the Secretary of State.

The City reserves the right to request additional documentation and may independently verify information provided.

III Evaluation Criteria

All proposals shall be evaluated based on the following criteria:

- A. <u>Submission Requirements</u>: All proposals must be properly submitted and contain all of the completed documents and forms as set forth above in II-Submission Requirements. The Purchasing Agent shall determine if the Submission Requirements have been satisfied. The Purchasing Agent shall refer all proposals that meet the Submission Requirements to the Evaluation Committee, as expanded upon below. Any proposal, which does not contain all the completed documents and forms set forth in The Compliance Documents, shall be rejected.
- B. Comparative Evaluation Criteria: An Evaluation Committee, consisting of one representative from the Building Department, Planning Department and Maintenance Department will evaluate all proposals referred to it by the Purchasing Agent. The Evaluation Committee's review will be based on the relative merits of the proposals in terms of the proposed improvements and the amount of rent to be paid. The Evaluation Committee's review will be based on the relative merits of the proposals in terms of:
 - 1. Maintenance Plan (25% of total points)

The Maintenance Plan will be evaluated on a scale of 1 to 5 (with 5 being the highest score) based on the extent to which they add to the value of the property.

2.Rental stream (75%) of total points)

The Evaluation Committee will determine the present value of the rental stream to be generated by each proposal. Each proposal will be given a score of 1 to 5 (with 5 being the highest score) based on the present value of rental payments and the

financial strength of the proposer. A score of 3 will be given to a proposer who offers the base rent amount per year and provides a plan on how it will finance the improvements of the property. Additional points will be given for higher lease payments or stronger plans.

C. <u>Evaluation</u>. Once points are established for the improvements, and the rental stream of each proposal, the Evaluation Committee will weigh these criteria as listed above. Based on the final scores assigned to each proposal, the Evaluation Committee shall make its recommendation to the Mayor and City Council of the City of Waltham who shall identify the most advantageous proposal.

IV Award

Lease between the City and the successful respondent is subject to the approval of the Mayor and the City Council.

V Miscellaneous

A. The City reserves the right to reject any and all proposals at any time prior to the execution of the lease. All improvements shall become fixtures and the property of the City of Waltham.

B.The City of Waltham will conduct <u>one site visit of the property</u> on <u>Tuesday July 31, 2012 at 10 am.</u> Interested parties should meet in front of 894 Rear Lexington Street at said date and time. This will be the only opportunity to conduct a detailed inspection of the property before the RFP due date.

C.All questions regarding the RFP should be submitted in writing to the Purchasing Agent who will respond via addenda to all interested parties of record. Addenda will also be posted on the City web site.

Central Register - Acquisition or Disposition of Real Property

Authority: City of Waltham 610 Main Street Waltham, MA (781) 314-3242

Description of Property: Parcel of Land located at 894 Rear Lexington Street Waltham, MA

Assessed Value: \$540,000.00 land only. Value assesses by the City of Waltham Assessor's office as of 11-29-2011. See attached

Office as of 11-29-2011. See attach

Parcel: 34,300 Square feet

Bid Due Date: Tuesday August 7, 2012 at 10 am

Copies of the Request for Proposals are available on the City web site at www.city.waltham.ma.us/open-bids

The City reserves the right to reject any and all proposals.

Property Inspection date: Tuesday July 31, 2012 at 10 am on the property site.

APPENDIX A

LEASE BETWEEN THE CITY OF WALTHAM

And

(Name of Company)

1. Parties

The City of Waltham, a municipal corporation, LESSON, which expressions shall include its heirs, successors, and assigns where the context so admits, does hereby lease "as is", to

LESS

EE, which expression shall include their successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. Premises

The parcel of land, located in the Residence C Zoning District, consisting of 34,300 square feet, and known as and numbered 892 Rear Lexington Street. Said parcel is located adjacent to the Windsor Village Apartment complex. See Attachment B.

The parcel of land is leases as it is.

3. Term

The term of this lease shall be for ten (10) years commencing on September 1, 2012 and ending on August 30, 2022.

4. Rent

The LESSEE shall pay to the LESSOR rent at the rate of \$12,000 per year, payable in advance in twelve monthly installments of \$1,000 per month on the first of each month. The LESSEE shall pay to the LESSOR rent at the rate of \$1200 per month, payable in advance before the first day of each month. The monthly rate shall increase by 4% September 1 of each year beginning September 1, 2013. Effective September 1, 2017 the monthly rent will be increased by 5.5% from the previous year's rate and shall continue until the end of the lease term.

5. Security Deposit

Upon the execution of this lease, the LESSEE shall pay to the LESSOR an amount equal to two month's rent, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. Paragraph left Blank

7. Rent Adjustment - None - (see paragraph number 4 above)

8. Utilities

The LESSEE shall be responsible for obtaining and shall pay for all utilities including but not limited to electricity, telephone, heat, water and sewer use charges.

9. Use of Leased Premises

Use of the land by the Lessee shall be limited to uses in conformance with the Zoning Ordinance of the City of Waltham for the leased property, provided, however, that no residence(s) shall be constructed on the site and the leased property shall not be used in any way, temporarily or sporadically as residences.

10. 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 or contrary to any law or any municipal ordinance in force in the city in which the premises are situated, or, in the good faith judgment of LESSOR, improper, noisy, or offensive. It shall be the LESSEE's obligation at all times during the term of this lease to comply and remain in compliance with all licensing requirements federal, state and local, for the specific activities undertaken.

11, Maintenance of Premises

The LESSEE shall not permit the leased property to be overloaded nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the leased property.

12. Erection of Structures - Alterations - Additions

No structures nor additions or alterations thereto shall be placed upon the property without the LESSOR's prior written approval. For purposes of permitting the erection of any structure or an addition or alteration to any previously permitted structure on the property, the Mayor of the City of Waltham or his designee may be authorized to grant such consent upon approval of the proposed structure or addition or alteration by the Waltham City Council. Any structure placed on the site, or any addition or alteration thereto shall be constructed at the Lessee's expense.

 The Lessee shall comply with all applicable statutes, ordinances, rules and regulations, including but not limited to, all requirements of the Zoning Ordinance of the City of Waltham. b. Upon the expiration of the lease term, the Lessee shall remove, at its own expense, any structure placed upon the site unless the City, by vote of the City Council and approval of the Mayor, agrees at the time of the expiration of the lease term, to allow any structure which has been placed thereon during the lease term to remain, in which case it shall become the property of the City of Waltham.

LESSEE shall not permit any mechanics liens, or similar liens, to remain upon the leased property 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 within Sixty (60) days of the filing thereof.

13. Assignment - Subleasing

The LESSEE shall not sub-let or assign its rights in or to the property or any portion thereof.

14. Subordination - None -

15. Lessor's Access

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased property and may show the leased property 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 property and keep the same so affixed without hindrance or molestation.

16. Indemnification and Liability

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the property so leased, if the LESSEE should be given permission to construct a building on the leased property, or by any nuisance made or suffered on the leased property, unless such loss is caused by the neglect of the LESSOR.

The LESSEE shall also save the LESSOR harmless from any and all claims made for personal injury or property damage resulting from or related to the LESSEE's use of the leased property, or the removal of the water tower, including claims based upon willful and/or intentional torts of the LESSEE, its agents, servants, or employees, or independent contractors hired by it, or its invitees, unless such injury or damage is caused by the neglect of the LESSOR. The LESSOR shall be entitled to reimbursement from the LESSEE for all costs incurred by the LESSOR in defending any such claims made against it including, but not limited to, legal fees.

17. Lessee's Liability Insurance

The LESSEE, during the entire lease term, shall maintain with respect to the leased property, comprehensive public liability insurance in the amount of \$1 million per person/\$1 million per occurrence, and property damage insurance in limits of \$300,000 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 the time of Signing of the lease, 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 canceled without at least ten (10) days prior written notice to each assured named therein. Such liability insurance shall name the LESSOR as additional insured so as to indemnify and hold harmless the LESSOR, and also shall waive any rights of subrogation as against the LESSOR. The insurance certificate must read, in the description of services box: "The City of Waltham is a named additional insured for all insurances required under the contract"

18. Eminent Domain

Should a Substantial portion of the leased property be taken by eminent domain, the LESSOR may elect to terminate this lease. When such taking renders the leased property substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, or the LESSEE may elect to "terminate this lease by giving written notice to the LESSOR within thirty (30) days of receipt by LESSEE of notice of the 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 property for any taking by eminent domain, except for damage to LESSEE's fixtures, property, or equipment.

19. 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 incurred, with interest at the rate of six (6) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. Notice

Any notice from the LESSOR to the LESSEE relating to the leased property or to the occupancy thereof, shall be deemed duly served, if left at 976 Lexington Street, Waltham, MA 02452, addressed to the LESSEE, or, if mailed to 976 Lexington Street, Waltham, MA 02452, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE with a copy to:

Written notice of termination of the lease for a breach of any provisions hereof shall be given 30 days prior to such termination except as otherwise provided in paragraph 19 of this lease. Any notice from the LESSEE to the LESSOR relating to the leased property 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 and notices shall be paid and sent to the LESSOR at the CITY OF WALTHAM BUILDING DEPARTMENT, 119 SCHOOL STREET, WALTHAM, MASSACHUSETTS' 02451, C/O SUPERINTENDENT OF PUBLIC BUILDINGS.

21. Surrender

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased property. LESSEE shall deliver to the LESSOR the leased property and all keys, locks for any structure thereon accepted by the LESSOR under the terms of this Lease, and other fixtures connected therewith and all alterations and additions made to or upon the leased property, or, at the election of the LESSOR, LESSEE shall restore the leased property to the same condition as it was at the commencement of the term. 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.

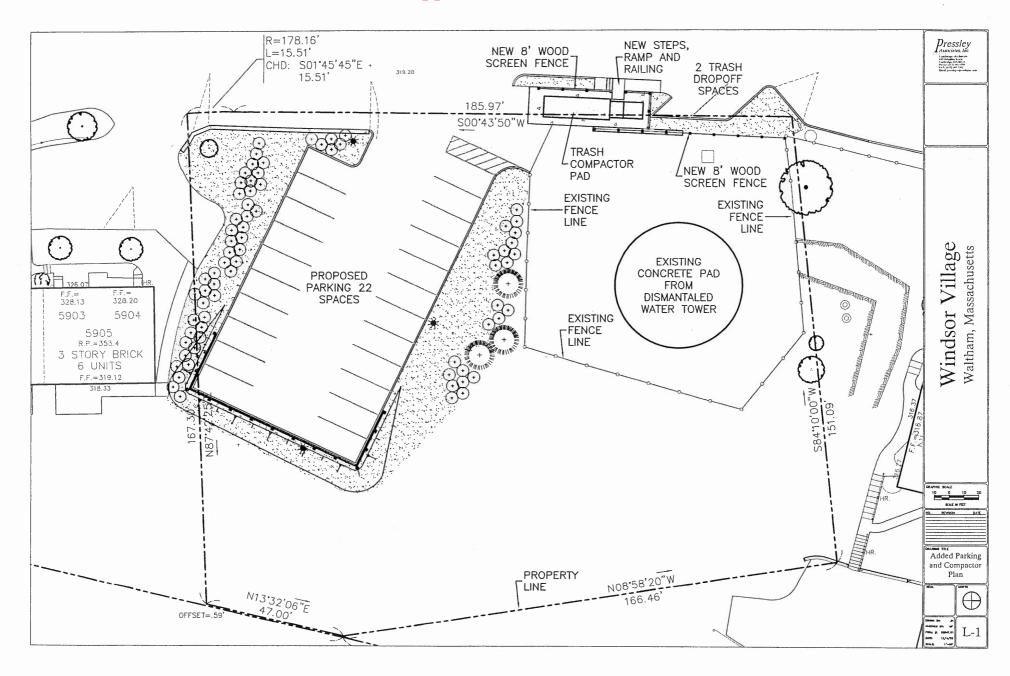
23. Other Provisions

- a. The LESSEE, annually on the anniversary date of the signing of the lease by the Mayor, shall supply the City Auditor with a written statement that the financial status of LESSEE has not changed materially and adversely since the inception of the lease. Should the City Auditor determine that the LESSEE's financial situation is unsound, the LESSOR may terminate the lease.
- b. The LESSEE shall provide and pay for all cleaning, upkeep, care and maintenance of the property and any improvements/structures authorized by the LESSOR to be placed thereon. All portions of such Premises shall be kept by LESSEE in litter-free, clean, orderly and well maintained condition.
- c. The LESSEE shall be responsible for the cost of all repairs occasioned by or due to the fault or neglect of the LESSEE.
- d. The LESSEE shall not be authorized to and shall not use the area of the leased property in calculating the FAR for purposes of construction on any adjoining lot owned by said LESSEE. Likewise, the LESSEE shall not be authorized to and shall not use any adjoining property in calculating the FAR for purposes of construction on the leased property.
- e. The Trustees of the LESSEE's trust may be removed at the direction of the beneficiary of said trust and successor or substitute trustees may be appointed in their place. LESSEE shall give written notice to LESSOR of such appointments as they occur from time to time.
- f. The LESSEE shall grant the LESSOR an easement to the property from the nearest and most practical public road point. The easement shall provide access to the LESSOR for the maintenance of public utilities.
- g. The LESSEE shall maintain the property free of debris, junk, construction material, trash, tires, water & sewer pipes and other waste items.
- h. No long term storage of cars, boats, lawn equipment, old appliances, and other such items is allowed on the premises.

Signed and sealed this da	ay of	, 2012	
LESSOR, CITY OF WALTHAM		<u>LESSEE</u>	
Ву		· 	
Mayor Jeannette A. McCarthy,	Date		
Patrick Powell, Acting	Date		
Superintendent of Public Buildings			
Joseph Pedulla, Purchasing Agent	Date		
Patricia A. Azadi, Asst. City Solicitor,	Date		
As to form only, not substance,			
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Appendix "B"



COMPLIANCE DOCUMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

NON-COLLUSION FORM AND TAX COMPLIANCE FORM CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

-		employees, entity, or group of in relied upon in the making of this	
	, c	ones spen in the maning or the	~~~
	(Signature of p	person signing bid or proposal)	Date
	(Name of busi	ness)	
	TAX COMPLIAN	CE CERTIFICATION	
knowledge and belief, I am i	. 49A,I certify under th n compliance with all I	ne penalties of perjury that, to the laws of the Commonwealth relat nolding and remitting child suppo	ing to taxes,
knowledge and belief, I am in reporting of employees and o	49A,I certify under the compliance with all I contractors, and withh	ne penalties of perjury that, to the laws of the Commonwealth relat nolding and remitting child suppo	ing to taxes,
knowledge and belief, I am i	49A,I certify under the compliance with all I contractors, and withh	e penalties of perjury that, to the laws of the Commonwealth relat	ing to taxes,

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:		
I	of ctors of said Corpora a quorum was prese ow in full force and ef	hereby certify tion duly held on the day ent and voting throughout, the ffect:
VOTED: That(nar the name and on behalf of this Corpora acknowledge and deliver all contracts a execution of any such contract to be val and that this vote shall remain in full fo altered, amended or revoked by a subso later vote attested by the Clerk of this C	nd other obligations o lid and binding upon t rce and effect unless a equent vote of such di	of this Corporation; the this Corporation for all purposes, and until the same has been
I further certify that	is duly elected/appoir	nted
of said corporat	ion	
SIGNED:	(Cor _l	porate Seal)
Clerk of the Corporation:		
Print Name:		
COMMON	NWEALTH OF MASSAC	CHUSETTS
County of		Date:
Then personally appeared the above no be their free act and deed before me,_		
Notary Public;		
My Commission expires:		

CORPORATION IDENTIFICATION

State	Telephone Number	Today's Date
Business Address	(POST OFFICE BOX NUMBE	ER NOT ACCEPTABLE)
Title		
Signature 		
Name of Diddle		
Date		
Residence		
Business Address		
Name of Individual		
	ness under a firm's name:	
Residence		
<u>If an Individual</u> :		
Residence		
Name of partner		
Residence		
	•	
If a Partnership: (Name al	l partners)	
of State, Foreign Corp. See	•	.G.L.ch. 30S, 39L to obtain from the Secretary tificate stating that you Corporation is thority prior to the award.
Yes, No		
		to do business in Massachusetts?
	ate	
If a Corporation:		

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

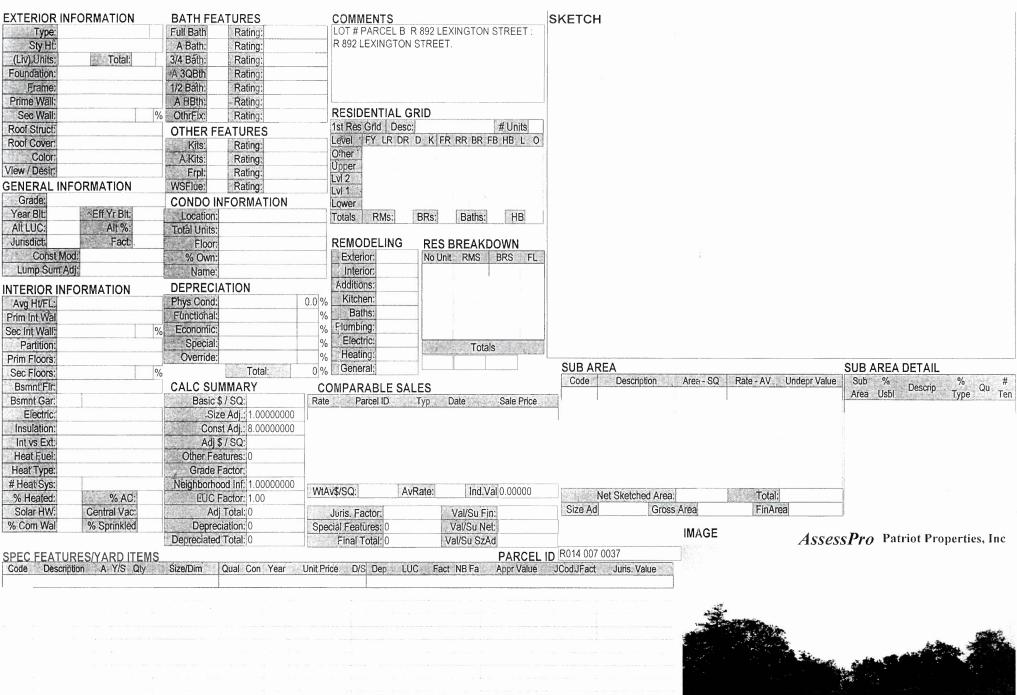
Address:

Contact Name:	
Phone #	
Type of service/product provided to this Company:	
Dollar value of service provided to this Company:	
2. Company Name:	
Address:	
Contact Name:	
Phone #	
Type of service/product provided to this Company:	
Dollar value of service provided to this Company:	
3. Company Name:	
Address:	
Contact Name:	
Phone #	
Type of service/product provided to this Company:	
Dollar value of service provided to this Company:	

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name			
Address			
City	, State	, Zip Code	
Phone Number ()			
E-Mail Address			
Signed by Authorized C	Company Representative:		
Print name			<i>,</i>
Date			



Total Yard Items:

More: N

Total Special Features:

Total:

