



CITY OF SOMERVILLE

Joseph A. Curtatone, Mayor

Purchasing Department
City Hall 93 Highland Avenue Somerville, MA 02143

Request for Proposals #17-76 for the Lease of Property for a Nibble Shared Community Kitchen in Union Square

I. Introduction

City of Somerville, through its Purchasing Department, is seeking to lease property for use as a shared kitchen coordinated by Nibble, located in the neighborhood of Union Square and serving the City of Somerville.

II. Background

Nibble is a decade-old Somerville Arts Council initiative that grew out of the ArtsUnion Project; its programming began with tours of Union Square's international markets, which led to a blog, a book, cooking classes, the Nibble Entrepreneurship Program (NEP), and Nibble Catering. Nibble focuses on how food tells endless stories about cultural identity and conveys a rich sense of place. Nibble promotes and supports food-related businesses and culinary entrepreneurs, especially from immigrant communities.

The City of Somerville seeks to create a multi-use globally-inspired food space that would build a pipeline for aspiring food entrepreneurs and be a culinary destination for the greater Boston area. We envision a space that is raw, funky and boasts an international flavor that encapsulates the delicious flavors of Somerville and its immigrant communities. This community-driven space would expand upon the Somerville Arts Council's "Nibble" programming, including rotating pop-up restaurants, cooking classes, and the entrepreneurship program. During off hours, the kitchen would be used for Nibble catering.

A Nibble Kitchen is an operational expansion that will serve as a more stable platform for Nibble to build upon NEP, which is geared toward immigrant communities and supports aspiring entrepreneurs with licensing and certification, business and planning, product development, marketing workshops and offers vending opportunities. Nibble has the opportunity to transition from being an itinerant program with a presence at community events to a more established enterprise and place-making entity with permanent roots.

Over the past decade Union Square has gone from overlooked to up-and-coming – and culinary tourism has played a significant role in this urban makeover. The area boasts a diverse array of international restaurants and markets and there are numerous food-themed events like the Ignite Street Food and Fire Festival, the Fluff Festival and Nibble programming. Yet as development

pressure in the square accelerates, occupancy costs increase and are a barrier to entry for new food entrepreneurs, especially immigrant entrepreneurs. Affordable retail space is needed that caters to new food entrepreneurs who don't want or can't commit to a long-term retail lease as well as space that cultivates food experimentation and training. A Nibble Kitchen would serve this need.

The proposed new food space also would support place-making goals. The flavor of Union Square derives in large part from its non-chain independent spirit and diversity. This global flavor lends soul and authenticity to the area and a Nibble Kitchen would help cement and preserve this Union Square flavor in the face of intensified development pressure, displacement and gentrification. Nibble is deeply connected to Union Square, in terms of programming, business partnerships and branding. So this is where we seek to create a kitchen and retail space.

The City currently wishes to enter into a multi-year lease agreement, pending approval of the Board of Aldermen. Pursuant to Massachusetts General Law c. 30B, §16, the City is required to conduct a competitive solicitation process to acquire interests in real property with a cost in excess of \$35,000.

The City seeks to acquire by lease appropriate space for a shared kitchen space with the following specifications:

A. Location

The property must be located within the Bow Market Development within Union Square.

B. Space, Parking, and Loading Requirements

At a minimum, the preferred space will be approximately 450 square feet and large enough to accommodate a full commercial kitchen with the opportunity for a small tasting counter or flexible shared seating for a full-service restaurant including adequate in-unit storage space. The space sought is to be delivered as a clean white box, per Exhibit C. There are no parking requirements for the use of the space. The space would have access to loading areas for deliveries. The shared kitchen will have typical restaurant power/utility/phone/data needs.

C. Lease/Purchase

The City is seeking to acquire the property by lease.

D. Broker

The City will not pay a broker's commission or finder's fee of any kind. The selected proposer will be required to certify that it has not dealt with a broker and to hold harmless and indemnify the City from and against any claim for a broker's commission or finder's fee.

E. Due Diligence Matters

Any lease agreement shall include a due diligence period for environmental testing with an absolute right on the part of the City to terminate the lease without recourse if such testing reveals the presence of or threat of release of oil or hazardous materials or substances.

F. Timetable

RFP advertised	June 14 & 20, 2017
Deadline for Submitting Questions on RFP	July 3, 2017 12:00PM
RFP due by	July 6, 2017 at 11:00AM
Initial evaluation of RFPs	July 2017
Mayor's Recommendation to Aldermen	July 2017
Aldermanic Approval	July / August 2017
Execution of Lease Agreement	by September 2017
Closing Date/Lease Commencement Date	November 1, 2017

G. Governing Law

This acquisition of an interest in real property is governed by the Uniform Procurement Act, M.G.L. Chapter 30B, Section 16.

III. Proposal Submittal Requirements

One original and one electronic copy (on flash drive or disk) of the proposal must be submitted marked "Union Square Shared Kitchen Proposal." Proposals must be received at Office of the Purchasing Agent, City Hall, 93 Highland Avenue, Somerville, MA 02143 **no later than 11:00 a.m. on Thursday, July 6, 2017**. No faxed or electronically mailed (e-mailed) proposals will be accepted. Late submissions will not be accepted and will be returned to the Proposer unopened. In the event City Hall is closed, the deadline is at the same time on the next day City Hall is open for business. The Proposal shall contain the following:

A. Letter of Transmittal

The proposal shall include a letter of transmittal stating the full legal name of the owner of the property and the address of the property. The letter must be signed by the owner and addressed to Purchasing Director, City Hall, 93 Highland Avenue, Somerville, MA 02143.

B. Description of Property

1. A basic floor plan of the proposed property, including the square footage.
2. Confirmation that space is (or will be modified to be) accessible to persons with disabilities.
3. A minimum of six color photographs (sized at least 5"x 7"), three interior and three exterior, of the existing space. If proposed space is currently or proposed to be under construction, an additional submission of three renderings shall also be submitted.

4. A written description of amenities, including, if any, bathroom, kitchen, air conditioning, power, gas, plumbing hook-ups, wiring to support technology, and number and type of dedicated and/or shared restaurant tables and seats available.
5. Clearly stated hours when Tenant can access the rented space. Bidder to clarify if there are any hours when Tenant cannot operate in the leased space.

C. Term Sheet

Bidders are to complete the attached price form in its entirety.

For the proposed lease, the term sheet must include:

- initial term of lease – minimum of five (5) years
- options to renew – two (2) options to renew
 - each renewal would be for a period of three (3) years, for a total potential term of eleven (11) years,
 - the rent to be adjusted using the lesser of the CPI or then current fair market rents for commercial space in Union Square, or predetermined amount to be agreed upon by bidder and the City
- base rent (stating what is included in base rent)
- how payment of real estate taxes, insurance, and operating expenses will be allocated between landlord and tenant and what the estimated dollar amount is for the initial 5-year term
- Tenant must have the right to make interior alterations or improvements
- unqualified right on the part of the City to assign or sublet
- option to terminate the lease on an annual basis with one-hundred and twenty (120) days in advance written notice
- insurance requirements for landlord and for Tenant
- any known title encumbrances
- in the case of a condominium lease:
 - itemized annual budget for common area expenses,
 - percentage interest of the unit; and
 - common area fee payable by the unit and whether included in rent.

D. Title Documents

1. Proposer's deed to property.
2. Copy of title insurance policy for property, if any.
3. Master Deed, Condominium Trust, and Master Deed Plans, if a condominium.

E. Timeline

The proposal shall include a timeline which takes into account the City's timetable in paragraph II-F above.

F. Certifications of Good Faith and Mandatory Disclosure pursuant to Campaign Contributions Ordinance

1. An executed Certification of Good Faith, pursuant to G.L. c. 30B, §10, a copy of which is included as Appendix A.
2. An executed Mandatory Disclosure and Certification regarding any campaign contributions, pursuant to requirements of the City's Campaign Contributions Ordinance Sec. 15-71 to 15-76, a copy of which is included in Appendix A.

G. Disclosure Statement for Transaction with a Public Agency Concerning Real Property

Envelope #1 shall include an executed Disclosure Statement, as required by G.L. c. 7, s. 40J, a copy of which is included as Appendix B.

IV. Procedures for Evaluation, Selection and Execution of Lease

- A. Initial Review:** The City will accept for consideration only those proposals that meet the submission requirements. Proposals failing to meet these requirements (outlined in sections III and VI) may be rejected.
- B. Site Visits:** City staff will conduct site visits for all competitive, qualifying proposals, to verify the information provided in the proposals, and to perform detailed evaluations of the proposed space. The proposer should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent him or her.
- C. Evaluation of Qualifying Proposals:** Any proposal that the City has determined as non-qualifying will be rejected by the City. The City will notify the proposer in writing. All qualifying proposals will be evaluated on the qualitative criteria and compared with regard to the City economic development objectives for this project as outlined in this RFP. The City will then prepare a cost analysis, which estimates and compares total costs of the lease for all proposals evaluated. The City will then make the final selection of a proposal or proposals.

Final approval of the property acquisition(s) by lease is subject to approval by the Board of Aldermen.

- D. Preparation of the Lease:** After a proposal has been selected, the City will contact the selected owner to finalize a lease agreement. The terms of the lease must be consistent with the RFP and the selected proposal.

In addition, the Lease Agreement shall include the Basic Rent, Terms including the start and end dates, any utility cost responsibility, general use of Premises, overall maintenance of Premises, Alterations, Additions, Improvements, Signage, Insurance, Defaults, Remedies, Relationship of Parties, Notice and other provisions as needed.

The completed lease agreement will incorporate the RFP Specifications for the premises (as revised by agreement of the parties in light of the proposal and subsequent negotiation), a renovation schedule for completion of the field and related facility improvements, if any, and the schematic drawing of the premises.

- E. Approval of the Lease:** At the time the completed lease is ready for signatures of the landlord and the City, the City shall initiate a Purchase Order that will accompany the lease. After the lease has been signed, it should be noted that no obligation shall be considered to have incurred under the Lease Agreement unless and until said Purchase Order has been duly issued, signed and approved.

V. Selection Process

A Technical Advisory Committee (“Committee”) shall be formed to evaluate proposals, including staff from the Mayor’s Office, the Purchasing Department, the Arts Council, and the Mayor’s Office of Strategic Planning and Community Development. The Committee shall provide the Mayor with a written report evaluating all proposals (even if only one proposal is submitted). In making its evaluation, the Committee will consider the Evaluation Criteria set forth below.

The Mayor will review the Committee’s evaluation report and ranking of the proposals and select the proposal that, in his judgment, best meet the needs of the City in terms of location and physical space under terms that are financially advantageous to the City. The Mayor will then submit that proposal to the Board of Aldermen for approval.

Following (and in some cases, prior to) the Board of Aldermen approval, the City reserves the right to request additional documents from the proposer, including in the case of a purchase, any reports regarding the environmental condition of the property. If a mutually satisfactory purchase and sale agreement or lease is not executed within thirty (30) days of Board of Aldermen approval, the City shall have the further right, in its sole discretion, to terminate negotiations and select the another proposal and the first proposer shall have no rights or recourse against the City.

The City reserves the unqualified right, in its sole discretion, to extend the deadline for submission, to issue addenda, to waive minor informalities in proposal submissions, and to reject any and all proposals if deemed in the best interests of the City.

VI. Evaluation Criteria

The criteria to be used in evaluating the responses include the following:

A. Location:

The ideal shared kitchen location will be situated within the Bow Market development, a visible and easily accessible area in the Union Square community.

B. Size:

The interior space must have usable square footage ranging between 300 and 500 square feet.

C. Parking and Loading:

There is no requirement for parking spaces, however access to loading areas is considered highly advantageous.

D. Responsiveness of Proposal:

The proposals will be evaluated for responsiveness to the information requested by the RFP in Section III concerning Submittal.

E. Responsibility of Offeror:

The Offeror must demonstrate ownership of the property and must not be delinquent in any taxes or other liens or payments owed to the City of Somerville.

F. Price:

When a property is considered suitable based on size and location, the City will determine actual cost per square foot, including without limitation, the City's estimated cost of alterations to make the property suitable for a shared kitchen space, and the cost to the City to finance the transaction.

G. Other lease terms:

The Committee will evaluate the net economic benefit of any and all other lease terms to the City.

H. Amenities:

Properties will be evaluated on amenities provided, including existing bathrooms, kitchen facilities, air conditioning, ventilation, existing gas and plumbing installations and connectivity, and other upgrades or improvements of value and good condition to a shared kitchen.

I. Readiness:

The City wishes to open a Nibble Shared Kitchen by November 1, 2017. The preferred proposal will include a timeline, which facilitates the opening and operation of the shared kitchen as close as possible to this date.

VII. Rule for Award

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price, and all other evaluation criteria set forth in this RFP, will be selected.

VIII. Reservation of Rights

The City of Somerville reserves the right to extend the deadline for submission of proposals, to waive minor informalities, and to reject any or all proposals if in its sole judgment the best interests of the City of Somerville would be served in doing so.

IX. Additional Information

For additional information, please contact Angela M. Allen, Purchasing Director, at the above address or by telephone at (617) 625-6600, x.3400, by fax at 617-625-1344 or by e-mail at *amallen@somervillema.gov*.

APPENDIX A
CERTIFICATION OF GOOD FAITH
Pursuant to G.L. c. 30B, §10

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.

(Name of person signing bid or proposal)

(Name of Business)

(Signature)

APPENDIX B
DISCLOSURE STATEMENT
Acquisition/Disposition of Real Property

See attached.

**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, 15th Floor, Boston, MA 02108

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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):

NAME

RESIDENCE

- (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
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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

SOMERVILLE CODE OF ORDINANCES – SEC 15-71 TO 15-76

CAMPAIGN CONTRIBUTION ORDINANCE INFORMATION

This page provides informational guidance on the requirements of the Somerville “Pay to Play and Campaign Contribution Ordinance”. This is not intended as legal advice. Please always refer to the ordinance for all requirements and definitions.

MANDATORY DISCLOSURE FORM FOR APPLICANTS

APPLICANTS must complete a disclosure and certification form. You are an APPLICANT under this Ordinance if you are an individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity, who is applying for any of the following items from the City of Somerville, all departments of the city, as well as any authorities and quasi-public corporations that receive appropriations from the city, such as the Somerville Redevelopment Authority:

<u>ITEM TYPE</u>	<u>DESCRIPTION</u>	<u>HOW TO FILE FORM</u>
<i>CONTRACTS</i>	A signed written contract <u>in excess of \$25,000.00</u> for goods or services to which the city or a city-related agency is a party, except where the agreement is required by law to be awarded pursuant to a competitive bidding process under applicable law, or where the agreement constitutes a sole source procurement under Massachusetts General Laws Chapter 30B, Section 7.	File with the contracting entity, before the city may enter into any contract.
<i>ZONING RELIEF</i>	A special permit with site plan review or approval of a planned unit development, as defined in the Somerville Zoning Ordinance, with respect to new construction or renovation <u>in excess of 15,000 square feet</u> .	File with the board hearing the application at the time that an applicant seeks approval.
<i>REAL ESTATE</i>	Acquisition of real estate owned by, or disposition of real estate to, the city or a city-related agency.	File with city agency seeking to dispose / acquire property at the time that an applicant submits a bid or response to a RFP. If not a bid or proposal process, file prior to obtaining title.
<i>FINANCIAL ASSISTANCE</i>	<i>Financial assistance</i> means any grant, loan, tax incentive, bond financing proceeds used to purchase land or fund expenses for improvements made to land or real estate, or other form of assistance that is realized by or provided to a person in the amount of <u>\$50,000.00 or more</u> through the authority or approval of the city or a city-related agency, including, but not limited to, tax increment financing aid, district improvement financing aid, industrial development bonds, or community development block grant aid.	File with the city agency that would provide financial assistance at the time of application.

ELIGIBILITY RESTRICTIONS FOR APPLICANTS

No applicant shall be entitled to obtain the award of any of the items applied for “if such applicant, including those who would be attributed to the applicant under section 15-73 above or any subcontractor used on a contract, has made a total contribution of more than \$500.00 to any individual

candidate for elected office of the City of Somerville or incumbent in either the calendar year of the application or the calendar year preceding the application, provided, however, that the restriction of eligibility with regard to contributions made prior to the year preceding the application shall not apply to any contributions made in the calendar year preceding the adoption of this article and shall only go forward beginning with the year of adoption of the article. No contribution made prior to the effective date of this article shall be deemed to give rise to a violation or penalty under this article.”

No contract may be renewed, extended, or materially amended, unless the resulting renewal, extension, or amendment, would be allowable under the provisions of this article if it were an initial contract.

OBTAINING THE ITEM AND CERTIFICATION ON CONTRIBUTIONS

If you obtain the item applied for, the ordinance contains requirements on certain contributions. The ordinance requires the applicant to certify that the “applicant and anyone attributed to the applicant or any subcontractor used on the contract shall not make any contribution in any calendar year in an amount in excess of \$500.00 to any individual incumbent or to any individual candidate for elective office of the City of Somerville for the next four calendar years following the award of the item, or for the duration of the term of any contract, whichever is longer.” Elected office of the City of Somerville shall mean the mayor, board of aldermen, and school committee of the city.

ATTRIBUTION RULES

The ordinance specifies certain attribution rules in Section 15-73, which are also referenced in sections relating to mandatory disclosure, certification, and eligibility. Section 15-73 provides that where the Applicant is:

<i>An Individual</i>	Any contributions made by the individual, any spouse of the individual, and any children of the individual.
<i>Not an individual but a corporation, partnership or limited liability corporation</i>	Any contributions made by any of its chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, members, managers, principals, or persons performing similar functions, or shareholders in excess of ten percent, and their spouses and children.

CURING A CONTRIBUTION IN VIOLATION OF THE ORDINANCE

An applicant may cure a contribution which violates this ordinance as follows:

Within “30 days after the date on which an applicable office of campaign and political finance report is required to be filed which contains a contribution in violation of this article, the applicant requests a refund in writing from the candidate or incumbent who received the contribution,” AND Within “30 days of the request, the applicant receives a refund of a contribution from the incumbent or any candidate for elective office in the City of Somerville, or political committee for such incumbent or candidate.”

Notwithstanding the above, if there is a contribution in violation of this article, the candidate or incumbent shall refund the contribution within 30 days of receipt of a request for refund, provided that funds are otherwise available in the campaign account of the candidate or incumbent. This article shall be interpreted and applied consistent with all applicable federal and state laws and regulations.

APPENDIX C

LANDLORD WORK Acquisition/Disposition of Real Property

A. Description of Interior Finishes

- a. Floor:
 - i. Poured in place concrete slab, level with exterior grade, finished with food-preparation approved floor covering.
- b. Walls:
 - i. Exterior:
 - 1. Walls will be metal stud, insulated, finished with taped and sanded drywall extending from the concrete floor to the finished drywall ceiling.
 - ii. Interior:
 - 1. Drywall on all non-floor perimeter surfaces.
- c. Storefront:
 - i. All storefronts will be clear anodized aluminum (Kawneer, EFCO or equal). All glazing is inoperable insulated glass unless otherwise noted.

B. Description of Mechanical Systems

- a. Electrical
 - i. Lighting:
 - 1. One (1) 8'-0" 2-lamp profile fluorescent lighting fixture with emergency battery ballast.
 - 2. One (1) Exit sign lighting fixture with battery back-up.
 - 3. One (1) wall sensor for lighting control.
 - ii. Electrical Distribution:
 - 1. One (1) 100 amp main circuit breaker, 120/208 volt, 3 phase, 4 wire, 42 circuit surface mounted panel board with the following:
 - a. Four (4) 20 amp 1 pole circuit breaker
 - b. One (1) 15 amp 2 pole circuit breaker
 - c. Thirty-six (36) spaces
 - iii. Electrical for HVAC Unit:
 - 1. Electrical wiring and the electrical connection(s) to the HVAC equipment.
 - 2. HVAC service receptacle and lighting fixture at the roof mounted HVAC equipment.
 - iv. Telephone Service:
 - 1. One (1) 1" conduit with pull string to the main Telephone/Cable TV room.
 - v. Cable TV Service:
 - 1. One (1) 1" conduit with pull string to the main Telephone/Cable TV room.
 - vi. Life Safety System:
 - 1. One (1) fire alarm manual pull station at main entrance.
 - 2. One (1) fire alarm horn/strobe unit.
 - 3. Standard code-compliant fire sprinkler system
- b. Plumbing
 - i. 1" domestic water stubbed in space at back wall.

- ii. 4" sanitary line stubbing in the space along the back wall.
 - iii. Grease trap specifics to be provided per Building Code and Board of Health / Inspectional Services Division requirements.
- c. HVAC
 - i. 1 ton ductless split system for heat and air conditioning, on average.
 - ii. 125 cfm ventilation air ducted to the space to sidewall grille in the soffit.
 - iii. Provision for a 10" round grease exhaust duct, up to roof.
 - iv. Provisions for a 10" round make-up air duct to roof.