FILE NO. 5596- Request for Proposal to Lease Personal Vehicle Parking Spaces for the Employees of the City of Cambridge Police Department and the Emergency Communications – Thursday, October 20, 2011 @ 11:00 am

REQUEST FOR PROPOSAL
TO LEASE PERSONAL VEHICLE PARKING SPACES FOR THE
EMPLOYEES OF THE CITY OF CAMBRIDGE POLICE DEPARTMENT AND
THE EMERGENCY COMMUNICATION DEPARTMENT
CITY OF CAMBRIDGE
MASSACHUSETTS 02139

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 until 11:00 A.M., on ***Thursday, October 20, 2011*** for furnishing the following to the City of Cambridge.

The City of Cambridge, Massachusetts is soliciting personal vehicle parking spaces for the employees of the City of Cambridge Police Department and the Emergency Communication Department. Both of these departments are to be relocated to the Robert W. Healy Public Safety Facility, 125 Sixth Street in Cambridge, MA.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on and after Thursday, September 15, 2011, between the hours of Monday 8:30 A.M. and 5:00 P.M., Tuesday, Wednesday & Thursday 8:30- A.M. and Friday 8:30 A.M.- 12:00 P.M.

The Request for Proposal may be downloaded from the City's web site, www.CambridgeMa.gov Online Services, Purchasing current bid list, Regular RFP.

The successful offeror must be an Equal Opportunity Employer.

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

Each proposal must be delivered, along with three (3) additional proposals in a sealed packaged, plainly marked "Proposal to Lease Personal Vehicle Parking Spaces" and addressed to Cynthia H. Griffin, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Ma. 02139.

Cynthia H. Griffin
Purchasing Agent

Name of Bidder:_____

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Note: In accordance with the City's recycling policy, these bid pages are printed on both sides.

Name of Bidder:_____

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Questions

All questions shall be put in writing and faxed to Cynthia H. Griffin, Purchasing Department, 795 Massachusetts Avenue, Cambridge, MA 02139, Fax No. 349-4308. Questions must be submitted no later than Wednesday, September 28, 2011. An addendum will be issued to notify all bidders of the questions and the answers.

Confidentiality and Public Records Law:

Under the Massachusetts General Laws, the City cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this Invitation to Bid. Thus vendors who choose to submit confidential information do so at their own risk.

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with Chapter 119, Massachusetts Statues.

I. General Requirements

The City of Cambridge, is soliciting personal vehicle parking spaces for the employees of the City of Cambridge Police Department (CPD) and the Emergency Communication Department (ECD). The departments are located at the Robert W. Healy Public Safety Facility, 125 Sixth Street in Cambridge, MA.

The need is for approximately 70 parking spaces. The responder is requested to provide the number of spaces they have available and the cost for each space on a monthly basis. The City would prefer to contract with one vendor, but if none of the responders can provide 70 spaces, then the City may contract with multiple vendors in order to attain the 70 spaces.

The basis of award will be the following:

- The responder must be within the limits provided on the attachment
- If more than one vendor can provide 70 spaces then the lowest cost per space, per month will be the deciding factor for the 70 spaces requested
- If there are multiple responders and none of them can provide the 70 spaces the City will combine the least amount of responders whose fees are also the lowest in those who submit in order to get the 70 spaces requested.

For example:

Vendor A can provide 45 spaces at $30/month per space
Vendor B can provide 10 spaces at $25/month per space
Vendor C can provide 25 spaces at $27/month per space
Vendor D can provide 60 spaces at $32/month per space

Vendor A would be $1350/month
Vendor B would be $250/month
Vendor C would be $729/month
Vendor D would be $1920/month

Name of Bidder:_____

Vendor A (45 Vehicles) + Vendor C (25 Vehicles) =70 vehicles at a cost of $2079/month

Vendor D (60 vehicles) + Vendor B (10 Vehicles) = 70 vehicles at a cost of $2170/month

In this example the combination of Vendors A + C would be the lowest combined bidders.

- If the combined vehicle count of responders is less than the 70 requested, the City may choose to enter in to a contract with all of the responder(s) who meet the requirements of the request for proposal.

- Definition of a parking space is as follows: a parking space must be available 24/7, 365 days per year. The responder must have the ability to provide access cards for the number of parking spaces proposed. The holder of the card must be allowed unlimited entry and exit within a 24 hour period. The parking spaces must be for full size vehicles; no compact spaces shall be accepted. The parking facility must be within the area designated in the site plan attached with this request for proposal.

- The City of Cambridge expects that the contract will be for one year with two (2) one year options to renew at the sole discretion of the City. Prices must remain firm.

Owner of Parking Garage:_____

Owner of Parking Garage:_____

A.) Number of parking spaces to be provided: _____

B.) Cost per space per **month**: _____

Total Cost per month (A times B) A)._____ X B.)_____ = _____
Number of spaces (times) Cost per space Total Cost per **month**

Signature of Bidder:_____

Name of Bidder:_____

II. Quality Requirements

The City will reject any bid that does not meet the Quality Requirements. A "No" response or a failure to respond to any of the following Quality Requirements will result in a rejection of your bid.

1. Offerer has the authority to enter into an agreement with the City to rent the offered premises.

   Yes No

2. The Offerer must have the ability to provide access cards for the number of parking spaces proposed.

   Yes No

3. The parking space will be available 24/7, 365 days per year.

   Yes No

4. The parking facility must be within the designated area in the site plan attached with this proposal.

   Yes No

III. Bid Submissions

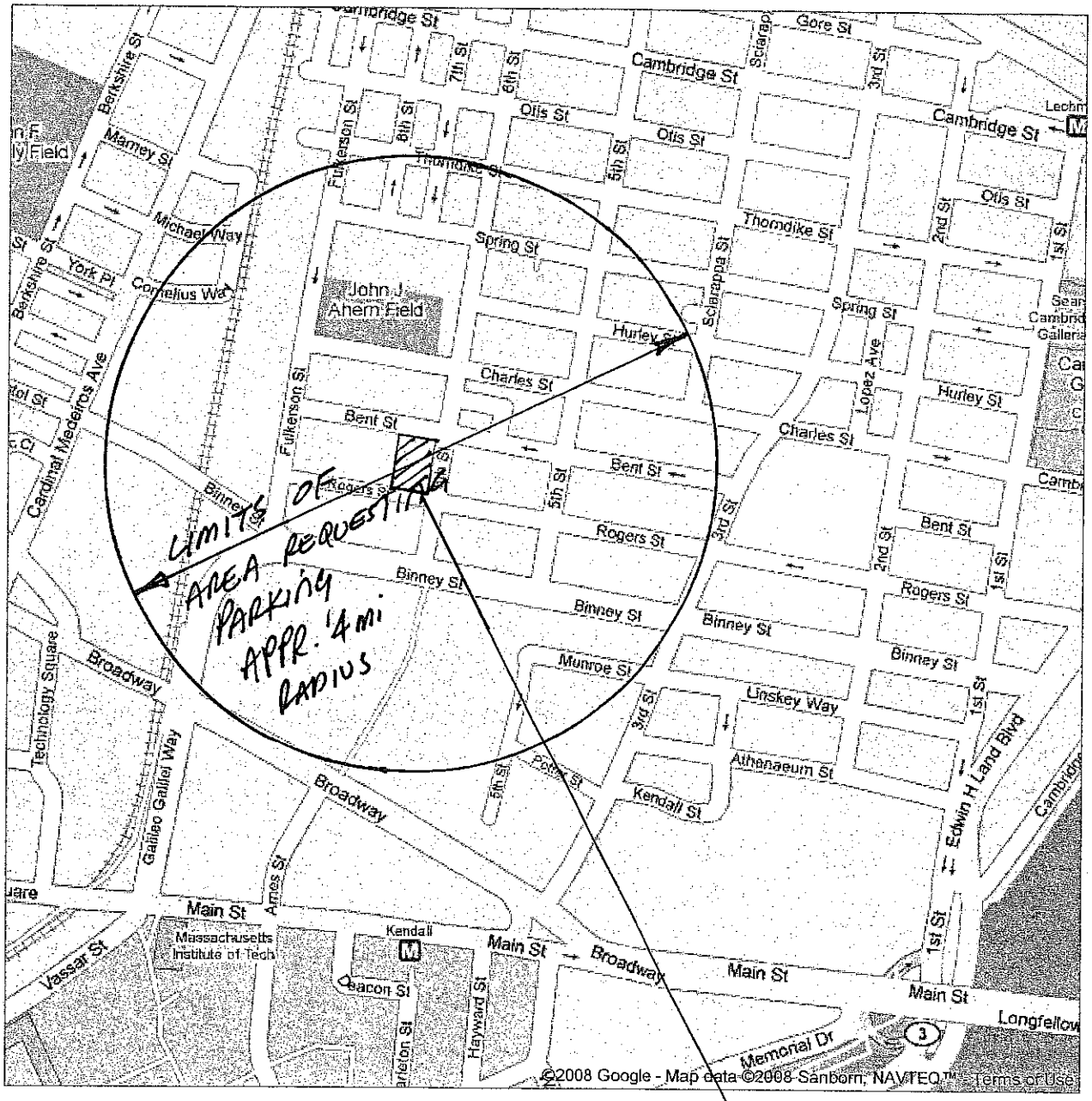
1. Please submit with your proposal a complete description of the parking lot.

MAP (see Attachment)

Note to all bidders downloading the RFP from the website: Please click on PDF attachment for Map.

Name of Bidder:_____

Get Google Maps on your phone
Text the word "GMAPS" to 466453



LIMITS OF AREA REQUESTING PARKING APPR. ¼ mi RADIUS

ROBERT W. HEALY
PUBLIC SAFETY FACILITY
125 SIXTH STREET

ATTACHMENT TO PARKING RFP

DISCLOSURE STATEMENT OF SELLER OR LESSOR
ACQUISTION OF REAL PROPERTY

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

1. Real Property: _____
2. Term: _____
3. Seller or Lessor: _____
4. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property, including any official elected to public office in the Commonwealth or any employee of the Division of Capital Asset Management.

Signed under the penalties of perjury.

Name _____

Title _____

Date _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

Name of Bidder:_____

LEASE SAMPLE OF LEASE

Personal Vehicle Parking Spaces for the Employees of the City of Cambridge Police Department and the Emergency Communication Department City of Cambridge

THIS AGREEMENT, made this ___ day of_____, 2011, by and between the_____. (*hereinafter called "Landlord"*) and the City of Cambridge (*hereinafter called "Tenant"*).

WITNESSETH

In consideration of the rents and convenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease and let unto Tenant, and Tenant does hereby hire, lease and take from Landlord, the following described premises:

_____

_____
Cambridge, Massachusetts

TO HAVE AND TO HOLD the said premises for a term of one year with two one year options to renew at the sole discretion of the City, commencing on _____and ending at midnight on _____ (*hereinafter called the "Term"*) unless terminated earlier and upon the rentals and subject to the terms, convenants, and conditions set forth in this Lease Agreement.

ARTICLE I. USE

The premises shall be used for the sole purpose of a parking area and for no other purpose.

ARTICLE II. BASIC RENT

Tenant agrees to pay to Landlord, or as directed by Landlord, without offset, abatement, deduction or demand, the BASIC RENT as follows:

Year 1 - _____ monthly
Year 2 - _____monthly
Year 3 - _____monthly

Such BASIC RENT shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the Term, at Landlord's mailing address, or at such other place as Landlord shall from time to time designate by notice.

ARTICLE III TERMINATION

This Lease may be terminated by either party upon the giving of sixty (60) days written notice of intention to do so.

ARTICLE IV. OTHER PROVISIONS

a. Tenant shall have the right to install signs and to prepare the leased premises for automobiles to enter and exit at its own expense. At the end of the Term, or if the lease is terminated earlier in accordance with Article IV, the Tenant will remove its signs and agrees to restore the land to its condition as of the time of the commencement of this Lease. The Tenant shall also have the right to prepare rules and regulations and

Name of Bidder:_____

to enforce them in connection with the leased premises in the operation of parking automobiles as provided in current Massachusetts General Laws.

b. Tenant shall comply with all Municipal, State and Federal rules, regulations, ordinances and statutes as they may relate to and govern the operation of an open air parking lot.

ARTICLE V. NOTICES

a. All notices from the Tenant to Landlord required or permitted by any provision of the Lease Agreement shall be directed to Landlord by postage prepaid, certified or registered mail with return receipt requested at:

Insert Landlords Name and Address

b. All notices from the Landlord to Tenant required or permitted by any provision of this Lease Agreement shall be directed to Tenant by postage prepaid, certified or registered mail with return receipt requested at:

City Manager
795 Massachusetts Avenue
Cambridge, MA 02139

ARTICLE VI. APPLICABLE LAW

This Lease Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have set their respective hand and seals this ___ day of _____.

Landlords Signature and address	**Mr. Robert W. Healy** **City Manager**
Cynthia H. Griffin **Purchasing Agent**	**City Solicitor** Approved as to form

Name of Bidder:_____

Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion 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 bidder 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 bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1)reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder 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 bidder is receiving federal funds.

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 "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 bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
(Print Name of person signing bid)

_____
(Signature & Title)

_____
Address

_____
City

_____
State Zip Code

RETURN THIS FORM WITH YOUR PROPOSAL

Name of Bidder:_____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below**.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____

(Typed or printed name of person signing quotation, bid or Proposal) Signature

_____

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

Name of Bidder:_____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and

Name of Bidder:_____

relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;
    (f) The number of offenses;
    (g) Whether the applicant has pending charges;
    (h) Any relevant evidence of rehabilitation or lack thereof;
    (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

Name of Bidder:_____

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose
2.112.062 Definitions
2.112.063 CORI-Related Standards of the City of Cambridge
2.112.064 Waiver
2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

Name of Bidder:_____

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

Name of Bidder:_____