

**File No. 6230 -Request for Proposal to Lease Garage/Facility for the Cambridge Police Department – Thursday, November 21, 2013 @ 11:00 a.m.**

**FILE NO. 6230  
REQUEST FOR PROPOSAL  
TO LEASE GARAGE/FACILITY SPACE FOR THE  
CAMBRIDGE POLICE DEPARTMENT  
FLEET MAINTENANCE UNIT**

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, November 21, 2013** for furnishing the following to the City of Cambridge.

The City of Cambridge, Massachusetts Purchasing Department is soliciting proposals to Lease a garage/facility space for the Cambridge Police Department located at 125 Sixth Street in Cambridge, MA .The garage/facility space must be in Cambridge or one of the towns/cities bordering Cambridge excluding Boston and must be within five miles of the Cambridge boundary. The lease will be for a period of one year with two one year options to renew at the sole discretion of the awarding authority.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Ave on and after October 16, 2013, between the hours of 8:00 am to 8:00 pm on Monday, Tuesday through Thursday 8:30 a.m. and 5:00 p.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](http://www.CambridgeMa.gov) Online Services, Purchasing Bid List, Regular RFP, File No. 6230

Each proposal must be delivered, along with three (3) additional proposals in a sealed packaged, plainly marked "**Request for Proposal to Lease Garage/ Facility space for the Cambridge Police Department Fleet Maintenance Unit**" 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

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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. 617-349-4008. Questions must be submitted **no later than Thursday, November 14, 2013 no later than 4:00 p.m.** An addendum will be posted to the website and mailed to all vendors on record notifying vendors of all questions and answers. Please check the website for Addendums before submitting your proposal to the City.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on “Registry” and notify us that you have downloaded the RFP document.

**Confidentiality and Public Records Law**

All bids or other materials submitted by the vendor in response to this Request for Proposal will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

**I. General Requirements**

The Cambridge Police Department (CPD) is seeking proposals to lease a garage/facility for the purposes of establishing a fleet maintenance facility. The department is seeking a minimum of approximately 4,500 square feet of space to serve as a garage/fleet maintenance unit for the Cambridge Police Department. In addition, the department is seeking lot space in excess of 8,000 to 12,000 for the purposes of The lease would commence January 1, 2014 or on execution of the contract, through December 31, 2014 and will have two one year options to renew. The payment and performance obligation for each succeeding year of the multiyear contract will be subject to the appropriation and other available funds. **The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years.**

**2. Specifications**

The following requirements must be met:

1. The total warehouse/interior space should be a minimum of approximately 4,500 square feet. This space must be suitable for three (3) working garage/service bays with or without equipment to function as a service bay and workspace to accommodate three (3) desks. This space must be heated and should have working sanitary facilities on site for use by the fleet maintenance unit staff.
2. The exterior space should be available to accommodate parking spaces for a minimum of ten (10) vehicles and must be available 24 hours a day for the remainder of the lease.
3. Exterior space should be asphalt surfaced, evenly graded and maintained gravel surface, or a suitable alternative. Covered space is not required but desired.
4. The garage/facility space must be in Cambridge or one of the towns/cities bordering Cambridge excluding Boston and must be within five miles of the Cambridge boundary. The department reserves all rights in selection of site and location based on facilitating the operations of the fleet.

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5. Area must be reserved for the exclusive use of the Cambridge Police Department.
6. The Offerer shall be responsible for all repairs to the infrastructure of the facility but the leasee, Cambridge Police Department will provide snow removal.
7. The site must conform to all City of Cambridge Zoning laws and regulations or appropriate city or town in which said property is located. The Offerer must certify that space is zoned for such service as requested above.
8. The Offerer must inform and certify to the City of Cambridge any potential pre-existing conditions such as hazardous waste, soil conditions or other site contamination.
9. The Offerer must be willing to provide a walkthrough of the property prior to entering into an agreement for the lease as well as agree to specify the current condition of the property in the said agreement to preserve the existing facility and initiation in the entering into the lease.
10. The Offerer must be willing to update/modify the property to accommodate the lease preferred use for the space such as electrical systems and infrastructure security if needed.
11. Payment terms must be on a monthly basis. Monthly invoices are required and be sent to the Coordinator of Accounts Payable, 125 Sixth Street, Cambridge, MA 02142.
12. The leasee will be responsible for utilities associated with the use of the garage/facility but must be mutually agreed upon.
13. The first year lease is January 1, 2014 - December 31, 2014. The second year lease if the contract is renewed January 1, 2015-December 31, 2015. The third year lease if contract is renewed is January 1, 2016-December 31, 2016.

**3. Quality Requirements**

**In order for a proposal to receive further consideration the proposer must unconditionally check “Yes” to each Quality Requirement below. The City shall reject in its entirety the proposal of any proposer who fails to check “Yes” or who modifies, qualifies or limits its affirmative response in any way.**

**Circle Yes or No for each of the Quality Requirements.**

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

**Yes                      No**
2. Space meets the requirements as specified in Section 2, Specifications.  

**Yes                      No**
3. The Offerer has not had a contract canceled with the City of Cambridge within the last three years.  

**Yes                      No**
4. The facility is within reasonable distance of the Cambridge Police Department deemed appropriate by the City of Cambridge.  

**Yes                      No**
5. The proposed facility is suitable and licensed to park spare cars, repair vehicles on site and to be outfitted if necessary.  

**Yes                      No**

**4. Bid Submissions**

1. Please submit with your proposal a complete description and the specific location of the garage/facility.
2. Submission of proof of authority to enter into an agreement with the City of Cambridge and said property.

**SUBMIT THIS FORM WITH YOUR PROPOSAL**

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**5. Price Proposal**

**Monthly Amount      Annual Amount**

Year One- January 1, 2014 through December 31, 2014

\$ \_\_\_\_\_ X 12 months = \$ \_\_\_\_\_

Year Two- January 1, 2015 through December 31, 2015

\$ \_\_\_\_\_ X 12 months = \$ \_\_\_\_\_

Year Three- January 1, 2016 through December 31, 2016

\$ \_\_\_\_\_ X 12 months = \$ \_\_\_\_\_

**Acknowledge Addenda Numbers:\_\_\_\_\_.**

**Signature of Bidder:\_\_\_\_\_**

**SUBMIT THIS FORM WITH YOUR PROPOSAL**

**DISCLOSURE STATEMENT OF SELLER OR LESSOR  
ACQUISITION OF REAL PROPERTY**

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

1. Real Property: \_\_\_\_\_
2. Term: \_\_\_\_\_
3. 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**

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**SAMPLE  
COMMERCIAL LEASE**

1. PARTIES Lessor, which expression shall include heirs, successors, and assigns where the context so admits, does hereby lease to City of Cambridge, Police Department Cambridge, MA. Lessee, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the Lessee hereby leases the following described premises:
2. PREMISES xxxxx square feet garage/fleet maintenance space located at xxxxxxxxxx Together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.
3. TERM **The term of this lease shall be for one (1) year commencing on xxxxxxxx with two one-year options to renew at the sole discretion of the City.**
4. RENT The Lessee shall pay to the Lessor fixed rent at the rate of xxxxxxxx for year one, and if lease is renewed, xxxxxxxxxx for year two, and xxxxxxxxxxxxxxxx year three payable in advance monthly subject to pro-ration in the case of any partial calendar month. All rent shall be payable without offset or deduction.
5. UTILITIES The Lessor agrees to provide gas and electricity and all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories, during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the Lessor's control.  
**Note: The electricity is metered separately and the heating fuel is oil. It shall be the responsibility of the City to pay these utilities.**
6. USE OF LEASED The Lessee shall use the leased premises only for the purpose of the Police PREMISES Department garage/fleet maintenance space.
7. COMPLIANCE WITH LAWS The Lessee acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the Lessee shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the Lessor's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the Lessee shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the Lessee therein.
8. FIRE INSURANCE The Lessee shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.
9. MAINTENANCE The Lessee agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole.

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**A. LESSEE'S  
OBLIGATIONS**

The Lessee shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Lessee Shall obtain written consent of Lessor before erecting any sign on the premises. Except Lessee shall have right to erect signs identifying the Location.

**B. LESSOR'S  
OBLIGATIONS**

The Lessor agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Lessee or those for whose conduct the Lessee is legally responsible.

**10. ALTERATIONS  
ADDITIONS**

The Lessee shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.

**11. ASSIGNMENT  
SUBLEASING**

The Lessee shall not assign or sublet the whole or any part of the leased premises without Lessor's prior written consent. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.

**12. SUBORDINATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Lessee shall, when request, promptly execute and deliver such written Instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

**13. LESSOR'S ACCESS**

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

**14. LESSEE'S  
or LIABILITY  
INSURANCE**

Lessor and Lessee acknowledge that the Lessee shall throughout the term of the lease any extension thereof maintain self-insured coverage of the leased premises. Pursuant to Mass General Laws the City of Cambridge is self-insured.

**15. FIRE CASUALTY  
EMINENT DOMAIN**

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

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

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

16. DEFAULT AND BANKRUPTCY

In the event that:

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

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

17. NOTICE

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

18. SURRENDER

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

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19. **CONDITION OF PREMISES**            Except as may be otherwise expressly set forth herein, the Lessee shall accept the leased premises "as is" in their condition as of the commencement of the term if this lease, and the Lessor shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the Lessee.
20. **LIABILITY OF OWNER**            No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the Lessor's obligations occurring during the period of such ownership. The obligations of the Lessor shall be binding upon the Lessor's interest in said property, but not upon other assets of the Lessor, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the Lessor shall be personally liable for performance of the Lessor's obligations hereunder.

IN WITNESS WHEREOF, the said parties set their hand and seals this **xxxxxx day of xxxxxx**

\_\_\_\_\_  
**LESSEE City Manager – Richard C. Rossi**

\_\_\_\_\_  
**LESSOR:**

**Approved as to form:**

\_\_\_\_\_  
**Purchasing Agent- Cynthia H. Griffin**

\_\_\_\_\_  
**City Solicitor- Nancy E. Glowa**

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**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**

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**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.**

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**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 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;

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- (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

**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.

**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**

**File No. 6230 -Request for Proposal to Lease Garage/Facility for the Cambridge Police Department – Thursday, November 21, 2013 @ 11:00 a.m.**

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