

FILE NO. 6737A
REQUEST FOR PROPOSALS CITY OF CAMBRIDGE LEASE FOR APPARATUS
REPAIR SPACE, AND, OFFICE AND STORAGE SPACE AND PARKING SPACES FOR
THE CAMBRIDGE FIRE DEPARTMENT

This Request for Proposals ("RFP") was advertised in the Cambridge Chronicle on **May 7, 2015** and **May 14, 2015** and the proposal **opening date is scheduled for 11:00 A.M. Friday, May 29, 2015.**

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 **Friday, May 29, 2015**, for furnishing the following to the City of Cambridge.

The City of Cambridge, Massachusetts is seeking proposals to lease apparatus repair space, and, office and storage space for the Cambridge Fire Department which shall consist of 7,500 square feet of warehouse house, 7,000 square feet of office including 11 parking spaces for City of Cambridge exclusive use.

The successful offeror must be an Equal Opportunity Employer.

The City of Cambridge reserves the right to reject any or all proposals and to waive any minor informalities.

Each bid must be delivered in a sealed packaged plainly marked "Request for Proposals for City of Cambridge Lease of apparatus repair space, and, office and storage space and parking spaces for the Cambridge Fire Department" and addressed to Amy L. Witts, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Ma. 02139.

Name of Bidder:_____

INTRODUCTION

This Request for Proposal and Lease Specifications are intended to assist proposers to understand the Cambridge Fire Department's space requirements for apparatus repair space, and, office and storage space including 11 parking spaces.

The lowest priced offer from a responsive and responsible proposer will be awarded the lease. The City reserves the right to reject any and all proposals if it is in the City's best interest to do so.

Any questions shall be made in writing directed to Amy L. Witts, Purchasing Agent, Purchasing Department, 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139, via facsimile number (617) 349-4308 by no later than 4:00 p.m. Thursday May 21, 2015.

GENERAL REQUIREMENTS

LENGTH OF LEASE - The landlord shall agree to rent the space for one year with two one year options to renew at the sole discretion of the City and subject to appropriation of funds. The basis of the lease shall be the latest edition of the Greater Boston Real Estate Board "Standard Form for Commercial Lease" with modifications as required, **a sample of which is attached hereto.**

REJECTION OF PROPOSALS - The City reserves the right to reject any or all Proposals.

SITE AND GENERAL CONDITIONS

The Cambridge Fire Department (CFD) will require rental space for apparatus repair, and office and storage space.

The following is a mandatory list of requirements that will be necessary to fulfill the needs to provide fire and public safety protection.

Minimum of 7,500 Square feet of warehouse space with 7,000 square feet of office space including 11 parking spaces for City of Cambridge exclusive use that includes:

Apparatus bays and storage

- Location must be in the City of Cambridge
- Location must in non-residential area and zoned appropriately for this use.
- Minimum of two apparatus bays. Minimum of 90 feet in length by 20 feet wide for each bay, and fourteen feet high.
- Apparatus doors minimum of 12' X 12' and must be motorized. □ Minimum street clearance to allow turns left and right.
- Apparatus bay must be heated to a minimum of 60 degrees.

Name of Bidder: _____

- Apparatus floors must be capable of handling 70 tons per bay.
- Apparatus bay must have 1" water line for re-filling apparatus tank.
- Apparatus bay to have sufficient lighting and GFI outlets.
- Apparatus bay to have mechanical ventilator.
- Additional spare apparatus storage for three vehicles to be available in same facility. □
Office space on same level for mechanic
- Storage area approximately 20' X 20' for tires and maintenance storage.
- Preferable for bays to have appropriate floor drains, or alternative areas for the washing of apparatus.

Office space and training class rooms

- Bathroom facilities minimum of two male and one female on each floor.
- Shower facilities minimum of two.
- Kitchen facility of adequate size for 10 personnel.
- Minimum of separate office areas to serve as offices for three people and/or cubicles for 10 people.
- Training area for minimum of 25 people
- Sufficient lighting, electrical, heat and preferred central air, or ability for window units.
- Adequate security and exterior lighting for entire premises.
- Sufficient parking for eleven working personnel.
- Secure storage areas for equipment and supplies.
- Adequate communication availability for necessary station alerting, telephone and CFD computer systems.

QUALITY REQUIREMENTS

A"NO" RESPONSE OR FAILURE TO RESPOND TO ANY OF THE FOLLOWING QUALITY REQUIREMENTS WILL RESULT IN A REJECTION OF YOUR PROPOSAL.

YES	or	NO	
()		()	a. Bidder has the authority to enter into an agreement with the City to rent the offered premises.
()		()	b. The property meets all the mandatory requirements.
()		()	c. Bidder has insurance on the premises to be leased and can provide proof of said insurance upon request.
()		()	d. It is true that Bidder is currently not in Bankruptcy.
()		()	e. Bidder can provide, upon request, proof of financial solvency.

Name of Bidder: _____

Bid Submission Requirements

The City of Cambridge may reject any bid that does not comply with the bid submission requirements.

1. Three References from companies that currently or have leased space from proposer with contact person, location of space and length of lease.

a. _____

b. _____

c. _____

2. Description and map of proposed location.
3. Certificates of Insurance for the premises.
4. Attached Quality Requirements and Price proposal Form
5. Attached Tax Compliance/Anti-Collusion Form
6. Fill out and submit Disclosure Statement for Transaction with a Public Agency concerning Real Property.

Name of Bidder: _____

PRICE PROPOSAL FORM

Rule for Award: The lease will be awarded to responsive and responsible bidder offering the lowest total lease price for Year 1. The City reserves the right to reject all proposals.

The cost of all utilities must be included in the per square foot rate.

ANNUAL COSTS:

Total Rent Per Sq. Ft. x Square footage of _____ = _____ Price for Year 1

Total Rent Per Sq. Ft. x Square footage of _____ = _____ Price Year 2 option

Total Rent Per Sq. Ft. x Square footage of _____ = _____ Price Year 3 option

Signature of Bidder: _____

If Addenda issued by the City, this proposal includes addenda numbered: _____

Name of Bidder: _____

Mailing Address: _____

Contact phone number: _____

Email address: _____

This form must be submitted with your proposal.

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 American with Disabilities Act ("the Act") applies to all employers of fifteen or more employees. All Contractors 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 has a record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits job 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 a 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 penalty 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.

Date: _____

(Print name of person signing bid)

(Signature & Title)

This form must be submitted with your proposal.

Name of Bidder: _____

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

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

- (1) REAL PROPERTY:

- (2) TYPE OF TRANSACTION, AGEEMENT, 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:

Name of Bidder: _____

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 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
Submit this form with your proposal

Name of Bidder:_____

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
LIABILITY
INSURANCE
- Lessor and Lessee acknowledge that the Lessee shall throughout the term of the lease or 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.
- 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. Of 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.

Name of Bidder: _____

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 the Lessor at
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 ad 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.
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.
21. OTHER PROVISIONS It is also understood and agreed that
(a) At the end of the initial one year Term, Lessee shall have the right to extend the Term for two (2) additional one year terms at the same terms and conditions set forth in this lease by providing written notice to the Lessor no later than the fifteenth (15th) day of the last month of said initial one year period, and any additional one year terms thereafter. At the expiration of the 2nd additional one year term, if exercised by Lessee, the Lessee may elect to extend the lease month to month thereafter by providing notice to Lessor no later than the fifteenth (15th) day of each such extended month thereafter.

IN WITNESS WHEREOF, the said parties set their hand and seals this ____ day of _____, 2015.

LESSEE City Manager –Richard C. Rossi

LESSOR

Purchasing Agent - Amy L. Witts

Approved as to form:

City Solicitor – Nancy E. Glowa

Name of Bidder: _____