

FILE NO. 6802  
REQUEST FOR PROPOSALS CITY OF CAMBRIDGE LEASE FOR 25,000 SQUARE  
FEET OF SPACE TO SERVE AS A **SCHOOL BUS STORAGE YARD** FOR THE  
CAMBRIDGE PUBLIC SCHOOLS AND DEPARTMENT OF PUBLIC WORKS

This Request for Proposals ("RFP") was advertised in the Cambridge Chronicle on **May14, 2015** and **May 21, 2015** and the proposal **opening date is scheduled for 11:00 A.M. Thursday, May 28, 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 **Thursday, May 28, 2015**, for furnishing the following to the City of Cambridge.

The Cambridge Public Schools (CPS) is seeking proposals for approximately 25,000 square feet of space to serve as a school bus storage yard for the CPS. The space may also be used for short-term storage of equipment for the Department of Public Works.

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 for 25,000 square feet of space for School Bus Storage Yard for the Cambridge Public Schools and Department of Public Works" and addressed to Amy L. Witts, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Ma. 02139.

**Name of Bidder:** \_\_\_\_\_

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Disclosure Statement of Seller or Lessor Acquisition of Real Property. **Submit with Proposal**

Cori Form, **Submit with Proposal**

Cori Ordinance, Cori Policy

MAP

Sample of Lease

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

Name of Bidder: \_\_\_\_\_

### Questions

All questions shall be put in writing and faxed to the Purchasing Agent, Amy L. Witts, 795 Massachusetts Avenue, Cambridge, MA 02139, Fax No. 617-349-4008. Questions must be submitted **no later than Wednesday, May 20, 2015 no later than 4:00 p.m.** An Addendum notifying bidders of the questions and answers will be mailed to all bidders listed in the bid list and will be posted to the Purchasing Department website.

### Confidentiality and Public Records Law

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 the Massachusetts Public Records Law.

#### **1. General Requirements**

The Cambridge Public Schools (CPS) is seeking proposals for approximately 25,000 square feet of space to serve as a school bus storage yard for the CPS. The space may also be used for short-term storage of equipment for the Department of Public Works. The lease would commence July 1, 2015 and run through June 30, 2016 and will have two one (1) year options to renew at the sole discretion of CPS. The payment and performance obligation for each succeeding year of the multi year contract will be subject to appropriation and available funds. **CPS 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 space should be approximately 25,000 square feet. This space must be suitable for use as a school bus storage yard and must allow placement of a trailer. Bidder understands that school bus engines are started very early in the morning.
2. Space must be available as of July 1, 2015.
3. Area to be either asphalt surface, evenly graded and maintained gravel surface, or a suitable alternative. Covered space is not required.
4. **The parking facility must be within the area designated in the site plan attached with this request for proposal. See Map Attached.**
5. Area must have capacity for electrical service that may be utilized for electric heaters for buses in winter. The School Department will provide heaters and appropriate wiring and will pay for the cost of such electrical services.
6. Area must be enclosed by at least a standard security fence, with a lockable gate. Additional security measures available should be specified by the bidder.

Name of Bidder: \_\_\_\_\_

7. Payment terms must be on a monthly basis. Monthly invoices are required and may be sent to the Transportation Department, 158 Spring Street, Cambridge.
8. The first year lease is July 1, 2015 through June 30, 2016. The second year lease if contract is renewed is July 1, 2016 through June 30, 2017. The third year lease if contract is renewed is July 1, 2017 through June 30, 2018.
9. The School Department, at its expense, shall be responsible for all maintenance of the leased premises and for snow removal from the leased premises.

**3. Quality Requirements**

**A “NO” response, a failure to respond, or a failure to meet the following Quality Requirement will result in a rejection of your bid.**

**Circle “YES” or “NO” for the following requirement:**

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 and/ or Cambridge Public Schools within the last three years.  

**Yes**
**No**
4. The parking facility is within the designated area in the map attached with this proposal.  

**Yes**
**No**
5. The proposed parking facility is a suitable space to store school buses, a trailer and miscellaneous equipment.  

**Yes**
**No**

**4. Bid Submissions**

1. Please submit with your proposal a complete description and the specific location of the parking.

**This form must be submitted with your proposal.**

**5. Price Proposal**

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

	<b>Monthly Amount</b>	<b>Annual Amount</b>
Year One- July 1, 2015- June 30, 2016	\$ _____ X 12 months = \$ _____	
Year Two- July 1, 2016- June 30, 2017	\$ _____ X 12 months = \$ _____	
Year Three- July 1, 2017- June 30, 2018	\$ _____ X 12 months = \$ _____	

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

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

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:

*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*

**Name of Bidder:** \_\_\_\_\_

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

**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 proposal**

**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.

**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.

**Name of Bidder:** \_\_\_\_\_

**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

### City of Cambridge CORI Policy

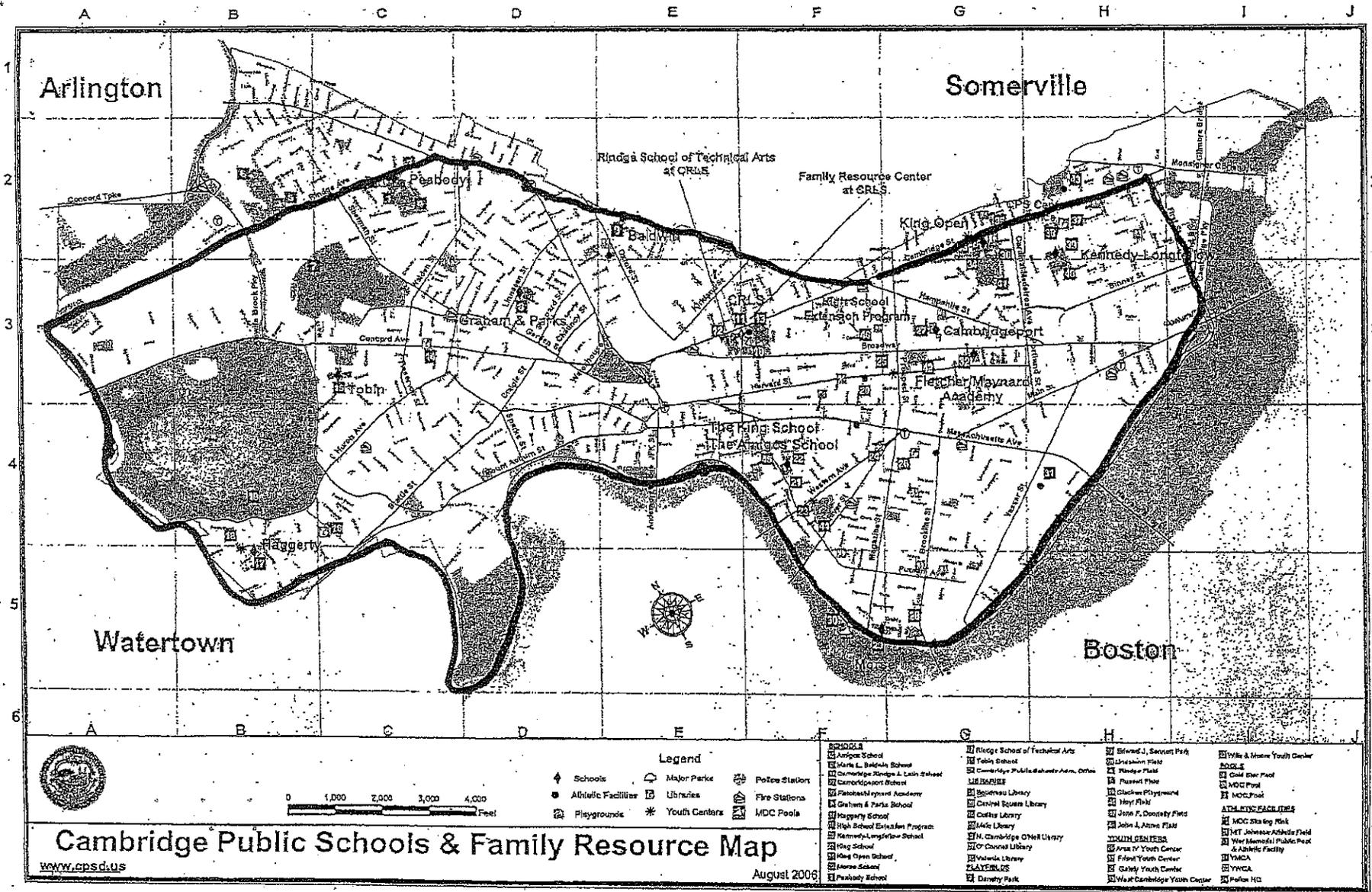
1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants 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;
  - (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

# SCHOOL BUS STORAGE YARD



**SAMPLE  
LEASE  
File No. 6802  
Lease of School Bus Storage Yard for Cambridge Public Schools**

**THIS AGREEMENT**, made this xxx day of xxxx,xxx by and between the **xxxxxxxxxx**. (*hereinafter called "Landlord"*) and the City of Cambridge/ Public Schools (*hereinafter called "Tenant"*).

**WITNESSETH**

In consideration of the rents and covenants 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:

**xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  
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 **xx/xx/xxxx** and ending at midnight on **xx/xx/xxxx** (*hereinafter called the "Term"*) unless terminated earlier and upon the rentals and subject to the terms, covenants, and conditions set forth in this Lease Agreement.

**ARTICLE I. USE**

The premises shall be used for the purpose of a parking area and short-term storage of equipment.

**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 -**
- Year 2-**
- Year 3 -**

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 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:

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 June, 2015..

\_\_\_\_\_  
**Landlords Signature and address**

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

**Approved as to Form subject to the approval of the School Committee:**

\_\_\_\_\_  
**Amy L. Witts**  
**Purchasing Agent**

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

\_\_\_\_\_  
**Secretary of the School Committee**  
**Cambridge Public Schools**

**Name of Bidder:** \_\_\_\_\_