

REQUEST FOR PROPOSAL
For
LEASE FOR TEMPORARY FIRE STATION

RFP 2015-70

For the City of Chelsea, MA

October 2014

RFP Contact:

City of Chelsea, MA
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LEGAL NOTICE

**CITY OF CHELSEA
CHELSEA FIRE DEPARTMENT
REQUEST FOR PROPOSAL
LEASE FOR TEMPORARY FIRE STATION**

Sealed proposals to furnish a temporary lease of property to house a temporary fire station for Engine Company 4 will be received at the Office of the Chief Procurement Officer, City Hall, Room 206, 500 Broadway, Chelsea, Massachusetts until 11:00am November 12, 2014

Specifications and contract documents will be available on or after October 9, 2014 via email to dcook@chelseama.gov.

Responses must be sealed and clearly marked "**LEASE FOR TEMPORARY CHELSEA FIRE STATION**" and submitted to the Office of the Chief Procurement Officer no later than 11:00am November 12, 2014.

The City of Chelsea reserves the right to accept any response, to reject any or all responses and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.

In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.

The City of Chelsea is an Equal Opportunity Employer.

This Request for Proposal is in accordance with M.G.L. Chapter 30B.

Dylan Cook
Chief Procurement Officer

Section 1 Procurement Scope

The City of Chelsea intends to award a contract for the temporary lease of property, the lease is expected to be for an initial term of twelve (12) months, to house a temporary Fire Station for Engine Company Four as part of Washington Ave Bridge closure.

1.1 Authority

Invitation for Bid Procedures and award of the Contract shall be in accordance with Massachusetts General Law, Chapter 30B, plus all applicable Federal, State and Local laws and regulations.

1.2 Withdraw , Modify, and Amend Responses

Responders who wish to withdraw, modify or amend their response must do so in writing utilizing electronic mail to the City of Chelsea Chief Procurement Officer at dcook@chelseama.gov or via fax at 617-466-4225, no later than the time and date set forth herein for the receipt of the bids. All such withdrawals, modifications or amendments must so state in the subject line of the email correspondence. Any withdrawal, modification or amendment arriving after the date and time set forth for accepting responses will not be considered. After the opening of the response, a responder may not change any provision of the response in a manner prejudicial to the interests of the City of Chelsea or fair competition. Minor informalities will be waived at the discretion of the City of Chelsea.

1.3 Bid Security – RESERVED – NOT REQUIRED

1.4 Bid Bonds – RESERVED – NOT REQUIRED

1.5 Familiarity with Requirements

Responders are to thoroughly familiarize themselves with the requirements of this Request for Proposal. Ignorance of the requirements will not relieve the Responder from any obligations or liabilities of any contract(s) issued as a result of this Request for Proposal.

1.6 Independent Party

Under this Request for Proposal, the successful Responder declares itself to be at all times acting and performing as an independent party and nothing in this Request for Proposal or any subsequent contract(s) is intended to constitute a partnership or joint venture between the Responder and the City of Chelsea.

1.7 Conflict of Interest

No officer or employee of the City of Chelsea shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

1.8 Political Activity Prohibited

None of the services to be provided by any Responder shall be used for any partisan political activity or to further the election of any candidate for public office.

1.9 Assignment by Contractor

The successful Responder or contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of Chelsea, provided however, that the present and prospective claims for money due owing to the Contractor from the City of Chelsea or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of Chelsea. Any complete or partial assignment of the contractor's or successful Responder's interest in any such contract shall require the assignee, at the City of Chelsea's discretion, to supply such further information as the City of Chelsea deems necessary to comply with the City of Chelsea rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of Chelsea against the successful Responder in the absence of such assignment.

1.10 Subcontracting

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership, or any other such entity without the prior written approval of the City of Chelsea. All intended subcontracts must be in writing and must be submitted with the bid documents. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Request for Proposal.

1.11 Choice of Law

Any contracts awarded as a result of this Request for Proposal shall be construed under the laws of the Commonwealth of Massachusetts. The successful Responder and agents thereof agree to bring any federal or state legal proceedings arising from any such contract in which the City of Chelsea is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any

rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

1.12 Notices

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

1.13 Severable Sections Do Not Affect Entire Contract

If any provision of the Request for Proposal or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Proposal and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

1.14 Liquidated Damages for Failure to Enter into Contract

The successful Responder, upon its failure or refusal to execute and deliver the Contract, Bond and Certificates of Insurance required within ten days after receipt of notice of the acceptance of the bid, shall forfeit to the City of Chelsea, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsive and responsible Responder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature or similar unforeseen circumstances affecting the Responder, its bid deposit shall be returned.

1.15 Liquidated Damages for Failure to Perform Under Terms of the Contract

Should the successful Responder fail to commence or diligently perform according to the terms of the contract, the successful Responder agrees to pay to the City of Chelsea, as liquidated damages, Two Hundred Fifty Dollars (\$250.00) per calendar day that the successful Responder fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. Liquidated damages assessed under this provision shall be deducted from any payment(s) due to the successful Responder.

1.16 Contract Performance

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Request for Proposal or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and the rights and obligations of the parties to such future performance shall continue in full force and effect.

1.17 Prevailing/Minimum Wages – NOT REQUIRED - RESERVED

1.18 Funding & Fiscal Year Appropriation

Appropriations for expenditures by the City of Chelsea and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the City of Chelsea, MA begins on July 1st and ends June 30th of the following year. The obligations of the City of Chelsea under any contract resulting from this Request for Proposal for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the City of Chelsea of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Request for Proposal. In the absence of such appropriation or authorization, any contract resulting from this Request for Proposal shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year.

1.19 Procurement Calendar

The City of Chelsea solicits bids that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of Chelsea is:

Event	Date
RFP Released	October 9, 2014
Deadline for Written Inquiries	November 3, 2014
Response to Written Inquiries	November 5, 2014
Due Date for Responses	November 12, 2014 at 11:00am

1.20 Duration of Contract

The initial term of this contract will be for an initial period of twelve (12) months starting on or around February 1, 2015. The lease agreement shall be extendable on a month-by-month basis after the initial term.

Section 2 General Bid Information

2.1 Required RFP Sections

The Responder must provide, in its bid, a reply to the particular specifications included in the Request for Proposal.

2.2 Minority or Woman Business Enterprise Participation

In accordance with the Minority Business Enterprise Plan for the City of Chelsea, all qualified Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit bids in response to this Request for Proposal. For the purpose of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's bid is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications or access to SOMWBA vendor lists, contact the Supplier Diversity Office, Commonwealth of Massachusetts Operational Services Division at 617-720-3300.

2.3 The Contract Award

The city will select the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration the evaluation criteria listed as well as the proposal price.

2.4 ADA, Regulatory, Compliance and Standards

Responders are expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Telecommunications Act of 1996, and all successor federal and related legislation throughout the term of any contract resulting from this solicitation.

2.5 Indemnification

Any successor in exchange for entering into an agreement or contract resulting from this Request for Proposal shall indemnify and hold harmless the City of Chelsea and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them, arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service, material, equipment or apparatus, or any part thereof in any suit is held to constitute infringement, the successful Responder, within a reasonable time, will at its expense, and as the City of Chelsea may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus or remove

the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney's fees related thereto.

Furthermore, any successful Responder in exchange for entering into any agreement or contract resulting from this Request for Proposal agrees to indemnify and hold harmless, release and forever discharge the City of Chelsea as well as their officers, agents and employees as well as their successors and assigns from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under this contract. This includes any discrimination, labor or employment claims against the successful Responder and the City of Chelsea and any and all manners of legal action brought against the successful Responder and /or the City of Chelsea. Said indemnification includes reasonable attorney's fees related thereto.

2.6 Federal, State and Local Laws

The successful Responder will comply with all applicable Federal, State and Local laws and regulations.

2.7 Tax Exempt

Purchases made by municipalities and government are exempt from Federal Excise Taxes and Massachusetts Sales Taxes and bid prices must show the exclusion of such taxes. Tax exemption certificates will be furnished as required.

2.8 Insurance

The successful Responder in addition to any insurance required by State or Local Law, shall maintain in force during the term of any contract(s) issued as a result of this Request for Proposal, the following insurance issued by an insurance company licensed to do business in the Commonwealth of Massachusetts. Failure to provide or maintain such insurance shall be grounds to reject a bid or execute a contract.

- a. Public Commercial Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Automobile Liability Insurance coverage in the amount of \$500,000.00 per person, \$1,000,000.00 per occurrence. Property damage Insurance in the amount of \$250,000.00.
- b. Worker's Compensation Insurance in the amounts required by Massachusetts Law.
- c. Evidence of such insurance must name the City of Chelsea as the named insured as well as the successful Responder.
- d. An Insurance Certificate giving evidence of the insurance must be delivered to the City of Chelsea within 10 days by the successful Responder receiving the award of this Request for Proposal.

2.9 Confidentiality

The successful Responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and the successful Responder acknowledges that in performance of any contract resulting from the Request for Proposal it may require or have access to "personal data" and become a "holder" of personal data as defined by M.G. L. c. 66A. The successful Responder shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the City of Chelsea. The successful Responder shall at all times recognize the City of Chelsea's ownership of personal data and the exclusive right and jurisdiction of the City, and "data subjects" (as defined in chapter 66A) to control the use of personal data. The successful Responder shall immediately notify the City of Chelsea both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the City of Chelsea. The successful Responder shall cooperate with the City of Chelsea in taking all steps it deems advisable to enjoin, misuse, regain possession and/or otherwise protect the City of Chelsea's rights and data subject's privacy. The successful Responder shall allow access to any personal data held in their possession solely to those employees of the City of Chelsea who require such information in the performance of their occupational responsibilities. All personal data held by the successful Responder shall be delivered to the City of Chelsea within 14 calendar days after termination of any contract resulting from this Request for Proposal. The successful Responder agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against smoke and water damage, alarm system, locked removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data. The successful Responder agrees that it will inform each of its employees having any involvement with their personal data or confidentiality. The City of Chelsea shall have access at all times to any data maintained pursuant to any contract resulting from this Request for Proposal, without the consent of the data subject. The successful Responder shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract. Failure of the successful Responder to comply with the requirements of this section may be grounds for terminating any contract resulting from this Request for Proposal.

2.10 Force Majeure

Neither the City of Chelsea nor the successful Responder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Request for Proposal for failure or delay in rendering performance rising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates of times of performance shall be extended to the extent of delays excused by this section, provided that the party

whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential City of Chelsea work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful Responder, shall afford the City of Chelsea the right to terminate any contract resulting from this Request for Proposal without assessment of termination costs or penalties.

2.11 Equal Opportunity

During the performance of this contract, the successful Responder agrees as follows:

- a. The successful Responder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful Responder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, nation origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.
- b. The successful Responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and all of the rules, regulations and relevant orders of the Secretary of Labor.

2.12 Termination

The Responders for this Request for Proposal should note that the City of Chelsea reserves the right to terminate any contract resulting from this Request for Proposal in whole or in part, by written notice:

- **Without cause:** Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties
- **For cause:** If, in the opinion of the City of Chelsea, the successful Responder fails to fulfill its obligations, the City of Chelsea may terminate any contract resulting from this Request for Proposal by giving 30 days written notice to the successful Responder at any time. The subject contract shall be terminated immediately in the event of fraud or program abuse.
- **Emergency:** The City of Chelsea may terminate or suspend any contract resulting from this Request for Proposal up to 60 calendar days by providing written notice to the successful Responder, stating the grounds for the City of Chelsea's action, in the form of U.S. Mail, hand-carried letter, or other appropriate written means, if the City of Chelsea determines that immediate action is necessary to protect City, State and/or Federal funds or property, or to

protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the successful Responder. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the City of Chelsea specifying requisite actions by the successful Responder to remove the suspension, proposed timetable for meeting those requirements and a description by the City of Chelsea of allowable activities and costs, if any, during the suspension period. Failure by the successful Responder to remedy the stated deficiencies according to the timetable prescribed by the City of Chelsea shall be cause for immediate termination.

- **Elimination or Reduction of Funding:** In the event of a reduction of funding for any reason, the City of Chelsea may terminate any contract resulting from this Request for Proposal by providing notice of termination in a reasonable time. The City of Chelsea may provide a conditional notice of termination with a proposed amendment to the subject contract. Any such notice shall provide that the subject contract will terminate automatically 30 calendar days after the date of the conditional notice of termination unless the successful Responder submits to the City of Chelsea a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of Chelsea, within 20 calendar days after the date of the conditional notice of termination, or such other time as it is otherwise specified in the conditional notice.
- **Office's Remedies:** Upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful Responder shall not be relieved of liability to the City of Chelsea by virtue of any breach of any contract resulting from this Request for Proposal by the successful Responder. In the event of termination pursuant to this section, the City of Chelsea may withhold any payments to the successful Responder for the purpose of set-off until such time as the exact amount of damages due to the City of Chelsea from the successful Responder is determined. In addition to and notwithstanding the above, the successful Responder covenants and agrees that in the event of termination of any contract resulting from this Request for Proposal the successful Responder shall pay to the City of Chelsea as damages: (a) such sum as, at the time of termination, the City of Chelsea reasonably determines that is, shall require to compensate a subsequent contractor to complete the delivery of service, and (b) the sum, reasonably determined by the City of Chelsea, which will compensate the City of Chelsea for all the direct and indirect costs resulting from delay in the delivery of services upon the successful Responder's default. The successful Responder further covenants and agrees with the City of Chelsea that the successful Responder shall pay all of the City of Chelsea's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the City of Chelsea for any obligation of the successful Responder under any contract resulting from this Request for Proposal.

2.13 Obligation in the Event of Termination

Upon termination of any contract resulting from this Request for Proposal, all documents finished or unfinished, data, studies and reports prepared by the successful Responder pursuant to the subject contract shall become the property of the City of Chelsea. Copies of finished and unfinished documents, data, studies and reports generated as a necessary part of performing the subject contract shall be delivered to the City of Chelsea upon reasonable request and shall be retained by the successful Responder for future use. The City of Chelsea shall promptly pay the successful Responder for all services performed and for all costs and un-cancelable commitments reasonably incurred in performance of the subject contract to the effective date of termination, provided the successful Responder is not in default of the terms of the subject contract and submits to the City of Chelsea properly completed invoices with supporting documentation covering such services no later than 45 days after the effective date of termination, and that the successful Responder make every reasonable effort to minimize or recover costs incurred.

2.14 Ownership of Furnishings & Equipment:

Unless otherwise provided by law or a federal grant award, title to all furnishings and equipment provided by the City of Chelsea or that the awarded Responder provides under the terms of this Request for Proposal and paid for with public funds, shall vest in and be retained by the City of Chelsea. Upon completion of performance of the awarded Responder's contract, the awarded Responder shall return such furnishings and equipment in its possession in the same condition as at the commencement of any contract resulting from this Request for Proposal, normal wear and tear excepted.

2.15 Anti-Boycott Warranty:

During the term of any contract resulting from this Request for Proposal, neither the successful Responder nor any "affiliated company" as hereafter described, shall participate in or cooperate with an international boycott, as defined in section 999(b)(3) and (4) of the Internal revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage on conduct declared to be unlawful by sections 2 and 4 of Chapter 151E of The Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity or which at least 51% of the ownership interests are directly or indirectly owned by the successful responder or by a person or persons or business entity or entities which directly own at least 51% of the ownership interest of the successful Responder.

End of Section

Section 3 Responder's Bid Information

3.1 Responder Communications

Responders are prohibited from communicating directly with any employee of the Purchasing Department and any other member of the City of Chelsea except as specified in this Request for Proposal, and no other individual City of Chelsea employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Request for Proposal. Responders may contact the person identified on the cover sheet of this Request for Proposal in the event this Request for Proposal is incomplete.

3.2 Reasonable Accommodation

Responders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of the Request for Proposal information in an alternative format, must communicate such requests in writing, via electronic mail (e-mail) to the contact person. Requests for accommodation will be addressed on a case by case basis. A Responder requesting accommodation must submit a written statement, via e-mail which describes the responder's disability and the requested accommodation to the contact person for the Request for Proposal. The City of Chelsea reserves the right to reject unreasonable request.

3.3 Public Records

All bids and information submitted in response to this Request for Proposal are subject to the Massachusetts Public Record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 2, and Subsection 26. Any statements in the Responder's bid inconsistent with these statutes will be disregarded.

3.4 Brand Name or Equal

Unless otherwise specified in this Request for Proposal, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Request for Proposal to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City of Chelsea must consider clearly identified offers if substantially equivalent goods and services submitted in response to such reference.

3.5 Publicity

Any Responder awarded a contract under this Request for Proposal is prohibited from selling or distributing any information collected or derived from the contract, including lists of participating or eligible departments, employee names, telephone numbers, e-mail addresses, addresses or any other reports or information except as specifically authorized under this contract.

3.6 Costs

Costs for services that are not specifically identified in the Responder's response and identified as part of a contract, will not be compensated under any contract awarded pursuant to this Request for Proposal.

The City of Chelsea will not be responsible for any costs or expenses incurred by responders responding to this Request for Proposal.

3.7 Required Contract Attachments

All Responders are required to complete, sign and return at minimum the following documents:

Responder Information Sheet- to be included as cover page of bid

Responder Pricing Sheet

Certificate of Non-Collusion

Statement of Corporate Authority (If Responder is a Corporation) - If the Responder is a Corporation, a vote of the Corporation approving participation in this Request for Proposal process must be signed by the corporate officers with the Corporate Seal Affixed and attached to the original Request for Proposal.

If the Responder is a Corporation, the names and addresses of the corporate Officers and the state and date of incorporation must be included. The Responder must state if the Corporation is publicly held or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.

Sole Proprietorship (If Responder is a Sole Proprietorship)- If the Responder is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the officers must be included, the parent state of business and the numbers of years this entity has been in business. In short, a complete business profile must be included in the bid.

Reference Form- To include three current contract references, at least one of which is a government agency that can be contacted during the RFP process. Two of the references must be customers for which the Responder is or has provided services similar to those outlined in the Scope of Services of the RFP. Include customer name, contact person, his/her title, address and telephone number.

Bid Pricing Form- Signature required

Disclosure of Beneficial Interests Form (DCAM)

3.8 Submitted Responses

The City of Chelsea shall be under no obligation to return any responses or materials submitted by the Responder in response to this Request for Proposal. All materials submitted by Responders become the property of the City of Chelsea and will not be returned to the Responder. The City of Chelsea has the right to use any ideas, concepts or configurations that are presented in the Responder's bid whether or not the bid is selected for contract award.

3.9 Clarification of Response

The City of Chelsea is not required to seek clarification of responses; therefore, the responder should be as clear as possible in all of its responses to this Request for Proposal.

3.10 Evaluation and Award of Contract

All pricing must remain constant for the entire term of the contract, as well as any possible extension offered.

3.11 Rejection of Responder's Bid

A Responder's bid may be rejected by the City of Chelsea if the Responder's bid:

- Fails to adhere to one or more of the requirements
- Fails to submit its bid to the required address on or before the Invitation for Bid responses due date
- Fails to submit a bid in accordance to the format and instructions specified or to supply the minimum information requested in this Request for Proposal.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this Request for Proposal.
- Misrepresents its equipment, systems or services or provides demonstrably false information in its response or fails to provide material information.
- Violates the restrictions on contacts with the City of Chelsea employees and representatives
- Refuses, is unable to, or fails to provide clarification requested by the City of Chelsea in a reasonable time frame.

3.12 Request for Proposal Cancellation

The City of Chelsea retains the right to cancel this Request for Proposal, or any portion thereof, at any time prior to the execution and approval of a contract. If this Request for Proposal is cancelled, all responses received to this Request for Proposal will be rejected. All expenses related to the preparation of responses to this Request for Proposal remain the responsibility of the Responder.

3.13 No Guarantee of Purchase

The City of Chelsea makes no guarantee that any purchase shall take place from any contract resulting from this Request for Proposal nor does the City of Chelsea guarantee any minimum quantity of purchases from any contract resulting from this Request for Proposal. Any estimated or past procurement volumes referenced in this Request for Proposal are included only for the convenience of the Responders, and not to be relied upon as any indication of future purchases.

The Responder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.

3.14 Prime Contractors and Subcontractors

Prior approval of the eligible entity is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial program and reporting requirements and are held to the same reimbursable cost standards as the successful Responder.

The City of Chelsea requires a single point of contact for any contract resulting from this Request for Proposal. Subcontractors may be used, but the successful Responder, as prime contractors, shall be responsible for meeting all of the terms of any contract resulting from this Request for Proposal and must accept full responsibility for any subcontractor's performance.

Responders must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the Responder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing; the name of their subcontractor both initially and when a sub-contractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime contractor also must notify the City of Chelsea. The notification must be written and must be within one week of the events noted above.

3.15 Written Inquiries

Responders may submit written inquiries concerning any part or attachment of this Request for Proposal. Written inquiries regarding issues outside of the scope of this Request for Proposal will not be considered.

All inquiries must be submitted by the required date and time, to the contact listed on the cover page of this Request for Proposal.

All written inquiries must be submitted via electronic mail (email) only. No other manner of submission will be accepted.

Any change to this submission date and/or time will be made by a notice sent electronically to all Responders. The Responder is responsible for confirming receipt of written inquiries with Dylan Cook, Chief Procurement Officer, City of Chelsea at dcook@chelseama.gov.

The City of Chelsea will provide written responses via electronic mail (e-mail) to all written inquiries received by the required due date. Responses will not identify the inquiry by Responder.

3.16 Instructions for Submission of RFP Responses

Each Invitation for Bid Response must be sealed, labeled and submitted to the address listed on the cover page of this document.

Paper Submission- The Responder must submit one (1) original response to the Request for Proposal marked "ORIGINAL" The Envelope must be clearly marked "**LEASE FOR TEMPORARY FIRE STATION**".

3.17 Deadline for Submission

All responses to this Request for Proposal are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar.

End of Section

Section 4 Scope

4.0 General Information

The City of Chelsea intends to award a contract for the temporary lease of property, the lease is expected to be for an initial term of twelve (12) months, to house a temporary Fire Station for Engine Company Four as part of Washington Ave Bridge closure.

The Responder will grant to the City of Chelsea a license to occupy and use the premises as a temporary fire station housing Engine Company Four in the building along with the crew of three-four fire fighters.

The Responders shall ensure the property complies with all State, Federal and Local building codes.

As per MGL Chapter 7 sec. 40J the successful bidder must submit a "Disclosure of Beneficial Interests" form with the Massachusetts Division of Capital Asset Management.

Evaluation Criteria:

4.1 Mandatory Requirements

1. Property must be physically located in the City of Chelsea (location will be one of the key decision factors)
2. Lease must be extendible from month to month after the initial term in case of project delays
3. All City of Chelsea taxes due on the property must be paid in full prior to the signing of the lease
4. Building must meet all applicable codes for a public building
5. Responder shall enter into a lease agreement for the initial term of the contract and extendable on a month-by-month basis thereafter; lease will be entered into after negotiations and mutual agreement of terms

4.2 Minimum Proposal Requirements

The City of Chelsea requires a minimum of 4,275 square feet for apparatus floor, bunk room, Officers' room, full bathroom with shower facility, full kitchen, dining area sufficient to accommodate a table and chairs for a minimum of four, and a general living area, specific size requirements as follows:

- Bunk Room (3 beds) – 400 sq. ft.
- Bathroom (with Showers) – 225 sq. ft.
- Kitchen – 400 sq. ft.
- Officers Room – 150 sq. ft.
- Living Area – 600 sq. ft.

- Apparatus Floor – 2,500 sq. ft.

The City of Chelsea requires an outside, off-street, area allowing for sufficient parking and space to maneuver apparatus.

The successful responder shall, before the commencement of lease the building, equip the property with various Fire Fighting systems to accommodate the function of an active Fire Station including but not limited to:

1. Automatic Doors (apparatus doors)
2. Fiber Optics connection coming into the building
3. Plymovent Exhaust system (auto exhaust removal system)
4. Connection to City's Fire Alarm System (hard wired system)
5. Hook-up for washer and dryer
6. At least a front and back Exit & Entrance Door
7. Portable back-up generator capable of powering entire building in case of power-outage
8. Ai-phone door bell system
9. Z-tron system (fire alarm alert system)

The proposed site shall have the ability to house both living quarters and garage space to house the Fire Apparatus on the same or adjacent properties. Garage space must be equipped with heating capabilities at all times to keep apparatus from freezing.

The successful responder shall be responsible for any required build-out, construction, alterations, or modification to comply with the requirements of this RFP. All costs including but not limited to; labor, materials, transportation, supervision, etc. shall be included in the total cost.

The successful responder shall be responsible for any regular and routine maintenance of the premises, the lot and any associated structures, to ensure all are in good working condition, including landscaping. Repairs, if necessary, shall be completed in a timely manner and shall be coordinated with the City of Chelsea

The successful responder agrees to allow the City of Chelsea to make any necessary minor changes to the location.

The successful responder shall be responsible all utilities.

4.3 Submission Requirements:

4.3.1 Cover Letter

Include a cover letter will summarize, in a brief and concise manner that the Responder understands of the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer

contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Responder may be disqualified.

4.3.2 Evaluation Criteria

The Responder shall address the non-price evaluation criteria and address how their property is the most advantageous for the City of Chelsea. Please include floor plans, pictures, facility brochures and any other documentation that address our needs.

4.3.3 Pricing Page

Complete pricing page as required in the Responder Price Sheet.

End of Section

**Responder Information Form
LEASE FOR TEMPORARY FIRE STATION**

Property Location:

Total Square Footage: _____ Total # of Parking Spaces: _____

Name and Address of Proposer:

Name and Address of Owner: (if different from Proposer)

Authorizing Signature

Date

RESPONDER PRICING SHEET:

Total Monthly Cost - inclusive all costs (initial contract term of 12 months):

\$ _____

Total Monthly Cost - inclusive all costs (on month by month basis after initial term of 12 months):

\$ _____

Proposer Signature: _____ Date

Owner's Signature: _____ Date
(If different from Proposer)

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature

Date

Name (Please Print)

Title

Company

Address

Contact Number

STATEMENT OF CORPORATE AUTHORITY

REQUIRED (IF CORPORATION) IF A CORPORATION, COMPLTE BELOW OR ATTACH TO EACH SIGNED COPYOF THE BID A NOTORIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTORIZED ABOVE.

At a duly authorized meeting of the Board of Directors of _____ held
on _____ Date _____ Name of Corporation

at which time all voted that _____
Name _____ Officer

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person _____ under seal of the Company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
Clerk

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____
_____ and that _____ is duly elected
_____ of said Company, and that the above vote has not been amended or rescinded
and remains in full force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE SEAL)

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public

My Commission Expires:

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

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**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)**

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