

REQUEST FOR PROPOSALS FOR A CONSULTING, ANALYSIS & IMPLEMENTATION SERVICES TO ASSIST THE CITY IN UPGRADING THE CURRENT PEOPLESOFT SOFTWARE TO VERSION 9.2

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 am on Thursday, December 4, 2014** for providing the following services to the City of Cambridge:

The City of Cambridge is seeking an experienced consultant firm or project management team to provide analysis & implementation services and to assist the City in upgrading Oracle Peoplesoft Software to version 9.2 for the HCM and the FSCM applications.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **Thursday, November 13, 2014** 8:30 a.m. to 8:00 p.m. on Mondays, Tuesday through Thursday from 8:30 a.m. to 5:00 p.m., and Fridays from 8:30 a.m. to noon. This RFP may be downloaded from the City's website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, File No. **6848**. The City of Cambridge reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City. The City of Cambridge has established or will establish prior to negotiations a not-to-exceed fee.

There must be no mention of the applicant's fee in the proposal. Any mention of the fee will subject the proposal to rejection.

Questions concerning the Request for Proposals must be submitted in writing by 4:00 p.m. on **Monday, November 24, 2014** to **Joan Dillon, Assistant Purchasing Agent** at the address above or by fax (617) 349-4008. Answers to questions will be posted to the website in a form of an Addendum.

Two separate sealed envelopes, a sealed envelope containing one (1) original and twelve (12) copies of the non-price proposal marked "Non-Price Proposal – Consulting Analysis & Implementation Services for PeopleSoft Upgrade ," and one sealed envelope containing the price proposal form marked "Price Proposal – Consulting ,Analysis, & Implementation Services for PeopleSoft Upgrade" must be received by Joan Dillon, Assistant Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to **11:00 AM, Thursday, December 4, 2014** . Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.

**Amy L. Witts
Purchasing Agent**

Confidentiality and Public Records Law

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

Terms and Conditions

The terms and conditions of any contract awarded through this procurement are attached hereto and shall be affirmed by the City and selected proposer.

1. The proposers bid will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto (**Appendix A**). The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposals Quality Requirements, Evaluation Criteria and composite ratings, references and price. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 90 days unless award date is extended by consent of all parties concerned.
5. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$14.71 per hour (the ordinance is attached, **Appendix B**)
6. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect through December of 2015.

INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and twelve (12) copies of the **non-price** proposal marked “Non-Price Proposal – Consulting, Analysis, & Implementation services for PeopleSoft Upgrade” and one sealed envelope that contains one (1) original price summary form marked “Price Proposal – Consulting, Analysis, & Implementation Services for PeopleSoft Upgrade” must be received by the Purchasing Agent, City of Cambridge, 3rd floor City Hall prior to **11:00 AM, Thursday, December 4, 2014**. Chapter 30B requires that price proposals must be separate from technical proposals. **Therefore please make no reference to price in the non-price proposal. Failure to adhere to this requirement will result in disqualification.** It is the sole responsibility of the proposer to insure that the proposal arrives on time at the designated place. Parking is limited at City Hall so it is strongly recommended that proposals are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double -sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, the proposer should not make claims that they are not prepared to commit to contractually.
4. The Price Proposal form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm for the duration of the contract. The proposal submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and will result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

Joan Dillon, Assistant Purchasing Agent
795 Massachusetts Avenue
Cambridge, MA 02139.
or faxed to (617)349-4008

No requests or questions will be accepted after 4 p.m. on Monday, November 24, 2014. Please include the name, address, e-mail address, telephone number and fax number, if available, of the person to whom additional information should be sent. Any information sent to one proposer will be sent to all proposers.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to , Joan Dillon, Assistant Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled "Consulting, Analysis, & Implementation services PeopleSoft Upgrade - Modification to (or Withdrawal of) Proposal.

EVALUATIONS OF THE PROPOSALS

All non-price proposals will be reviewed by the Evaluation Committee in accordance with M.G.L. Chapter 30B. Final selection will be based on evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references. The Evaluation Committee will be composed of City staff from several City departments.

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to each Comparative Evaluation Criteria. Based on the Comparative Evaluation Criteria ratings, a composite rating by the Evaluation Committee will be determined for each proposal.

Based on the review of the non-price proposals, certain proposers will be asked to participate in an on site interview and make in person presentations to the Evaluation Committee. Proposers should therefore be prepared to travel to Cambridge for this interview and presentation. Presentations shall be made by the staff to be assigned to the contract and the project manager and other personnel who will be working on the project on a day-to-day basis should be present. Proposers will be expected to answer questions from the Evaluation Committee. The City will not assume any costs related to these interviews and presentations.

References will be contacted to determine if the proposer is responsive and responsible. References will be asked about their over-all impression of the proposer's quality of services performed and the timeliness of service delivery. The City reserves the right to use itself as a reference and to contact references other than those submitted by the proposer.

After evaluation of the non-price proposals is complete, the price proposals will be opened. The price proposals will be evaluated and ranked by the Assistant Purchasing Agent. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to

the price proposal. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, interview, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason.

Article I. SCOPE OF WORK

The goal of the PeopleSoft HCM and FSCM version 9.2 upgrade and implementation project is to better utilize the City's PeopleSoft applications. . The mission is to reduce the time and effort spent on transactional activities and focus on strategic value-adding activities.

The vendor will:

- Perform a fit/gap analysis to assess:
 - the functionality currently being used well that should be retained;
 - the features and functions that the City currently owns license to use that are not in use; and
 - the features and functions the City does not currently license that it would like to use.

- Develop a road map including a phased approach of how the City should upgrade its PeopleSoft applications and in what sequence, identify key milestones and the resources required for each stage of the project. The road map (Project Plan) should include the following elements:
 - Upgrade Methodology
 - Solution Design
 - Development
 - Testing Strategy
 - Deployment Strategy
 - Deliver training and documentation
 - Conversion Strategy

Finally, the emphasis of the proposal should be focused on providing the City with a plan that includes functionality changes that have the highest organizational impact or value on the daily workflow.

Section 1.01 TECHNICAL SPECIFICATIONS

Upgrade PeopleTools to version 8.54 (latest minor release)

Upgrade the current PeopleSoft HCM modules v9.1 environment to v 9.2.

- Oracle PeopleSoft Human Resources and Payroll version 9.1 modules currently in use:
 1. North America Payroll
 2. Human Resources
 3. Base Benefits

**Note: Benefits Administration and Time and Labor modules owned but not implemented*

Upgrade the current PeopleSoft FSCM modules v9.1 environment to v9.2.

- Oracle PeopleSoft Financials and Purchasing version 9.1 modules currently in use:
 1. General Ledger
 2. Accounts Payable
 3. Purchasing
 4. Commitment Control
 5. Fixed Assets
 6. Project Costing (minimal)

Retro fit and retain, redesign, or reduce exiting customizations.

- Customizations currently use:
 - SQR, Crystal, Component Interface, Application Engine, COBOL

Migrate, test, rework, and verify all current business, module, and processing rules in the new v9.2 environments.

Migrate, test, rework, and verify all current interfaces in the new 9.2v environments.

- Interfaces currently use:
 - SQR, Component Interface, Application Engine

Review and leverage the PeopleTools where appropriate

(NVision, Crystal reports, BI Publisher, Component Interface, SQR, Application Engine)

Evaluate functionality from the new modules being considered, if approved, implement.

- New Oracle PeopleSoft Human Resources and Payroll modules to be considered
 1. eBenefits
 2. Benefits Administration
 3. ePay
 4. Oracle Taleo Recruiting
 5. eProfile, ePerformance, eDevelopment
 6. Time & Labor and Absence Management
- New Oracle PeopleSoft Financials and Purchasing modules to be considered

1. Customer Contracts
2. eProcurement
3. Strategic Sourcing

Review and enhance Reporting

- Reporting tools in use
 - o Query, Crystal, BI Publisher, SQR

Section 1.02 PROJECT ASSUMPTIONS

- The City will provide workspace, basic office supplies, telephones and access to necessary systems and resources during the project.
- The City will provide workstations for the vendor’s project team members.
- The City will be responsible for the installation of all databases and other system software installations throughout the project. The technical architecture changes or additions necessary to support the project and ongoing efforts will be completed by the City.
- The vendor may assume that all identified technical infrastructure requirements have been, or will be, satisfied at an appropriate time throughout the project. This includes all hardware and software requirements.

Section 1.03 STATEMENT OF OBJECTIVES

The City is seeking project management and integration services proposals from vendors with proven experience in performing PeopleSoft upgrades. The City recently participated in the “*Oracle Insight*” program that reviewed our current usage of our PeopleSoft applications version 9.1 and it will be available to assist in the fit/gap.

HCM Suite Upgrade and Implementation Project

- o Leverage the new functionality delivered in PeopleSoft HCM version 9.2 to bring the City closer to the best practice status.
- o Improve the process of collecting employee’s time.
- o Improve the process of requesting changes to benefit plans, personnel data, or payroll increases.
- o Implement new HCM modules which will enable the employees to view their benefits and payroll information on-line. (eBenefits, Benefits Administration, ePay)
- o Consider utilizing the BI Publisher tool for reporting.
- o Utilize PeopleSoft eForms Management to reduce paper processing
- o Utilize PeopleSoft delivered processes & features including: Auto-notify, Multiple Jobs, and Retro-Pay.

- Consider the purchase and implementation of eProfile, ePerformance, and edevelopment for integrated Talent management.
- Possible integration with the applicant tracking systems
- Considering Time & Labor and Absence Management to streamline time capture and automate FMLA & Project Cost/Billing processes.
- Enhance reporting

FSCM Upgrade and Implementation Project

General

- Utilize eForms Management and document attachment functionality to reduce paper processing.
- Utilize PeopleSoft delivered processes & features including Budget Control Exception Workflow, “Notify” button, and Approval Workflow.

Finance/Payables

- Utilize PeopleSoft delivered processes & features including: Bank reconciliation, Approval Workflow, Spreadsheet Journal Upload, Funds Distribution, Sub-ledger Reconciliation, and Statistical Account usage.
- Utilize PeopleSoft delivered processes & features including: Pre-encumbrance, Allocations methodology.
- Utilize PeopleSoft “Projects” functionality to track multiple year project expenditures contracts and encumbrances.
- Examine ways to streamline voucher & payment processes to gain efficiencies in transactional processing.
- Implement the full Asset Management functionality Review capabilities of PeopleSoft Grant Accounting system.
- Create vouchers electronically via invoice upload technology
- Improve and streamline many aspects of Accounts Payable processing by utilizing delivered functionality.
- Create a CAFR ledger for annual external reporting

Procurement

- Utilize PeopleSoft delivered features including: Procurement Contracts and Approval workflow.
- Improve purchasing processes to reduce manual paper transactions and reduce redundancy.
- Utilize PeopleSoft delivered purchase requisitioning system to replace paper forms.
- Consider eProcurement to provide users online access to internal/external items & catalogs.
- Consider using industry standards category codes like NIGP
- Implement Strategic Sourcing, to automate creation of Invitation For Bids from Requisitions, analysis of bids, and creation of contracts and purchase orders.

- Consider implementing eSupplier Connection so vendors can view their activity and maintain their own data.

Reporting & Analytics

- Consider leveraging BI Publisher tool for creating high-quality report outputs in Microsoft Word, Excel and PDF with configurable distributions.
- Enhance reporting

Technical Upgrade Specifications

- Upgrade the current PeopleSoft HCM modules v9.1 environment to v 9.2.
- Upgrade the current PeopleSoft FSCM modules v9.1 environment to v9.2.
- Leverage new functionality from the new versions, if desired and approved.
- Retro fit and retain, redesign, or reduce existing customizations.
- Migrate, test, rework, and verify all current business, module, and processing rules in the new v9.2 environments.
- Migrate, test, rework, and verify all current interfaces in the new 9.2v environments.
- Review and leverage the new PeopleTools toolset where appropriate

Article II CHALLENGES AND OPPORTUNITIES

Section 2.01 HUMAN RESOURCES SUMMARY

The City and School Human Resource (“HR”) function is managed separately for their own employee populations. The City’s larger departments have full-time staff that manage HR responsibilities. In the City’s smaller departments HR functions are handled by the City’s central HR staff. All HR transactions originate at the department level and a majority prepared on paper forms. All changes to employee records are handled by Central HR and begin with a paper request form. There is no Employee or Manager Self Service.

Currently the City & CPS uses Base Benefits and the Benefits Administration module has never been implemented. The City and School have about 25 to 30 benefit programs. The City has 1500 benefited employees. The central HR for both City and School manage enrollment and plan changes for 457 & 403 deferred compensation plans, Cafeteria Plan advisors flexible benefits plan, Medical and dental plans. All benefit enrollment/change work is done manually at the departments and forwarded to Central HR. Employees fill out the paper forms and provide to HR. A manual and labor intensive process is utilized for FMLA and COBRA. There is currently limited online HR information available to the employees.

The City HR department tracks employee leave balances through PeopleSoft but the CPS tracks employee leave balances on outside system called Novatime which has not been interfaced into the PS HCM system. If an interface is built, then the school employees would be able to view their leave balances on their weekly check stub.

The City uses manual paper-based processes for job requisitions, applications, screening, interviews, and offer for employment. CPS uses School Stream as a Cloud Recruiting solution. However, applicant tracking information requires manual entry into the PeopleSoft system.

The City does not fully utilize the Position Management system to keep job and position descriptions in the PeopleSoft system. The City departments check licensure/certification outside of the PeopleSoft system. However, CPS keeps all certifications and degrees information in the PeopleSoft system. A manual process is used for new positions and position changes.

Challenges and Opportunities

A high-level assessment of the current state has identified areas of focus for improvement with the upgrade of Human Resources to PeopleSoft HCM version 9.2. This is one example of changes the City intends to achieve.

- Improve and streamline processes by creating workflows that allow for the use of employee transactions and for department or management approval of requests by creating interfaces between the Human Resources module and other systems including self-service.

Section 2.02 PAYROLL FOR NORTH AMERICA SUMMARY

The City and School manage the payroll functions separately. The City's central payroll department processes the data entry for all departments except four (4) larger departments that perform offsite payroll entry. The School central payroll staff process all payrolls. The City central payroll staff process all deduction and garnishment vendor checks. They also process the weekly tax payments and quarterly federal tax filing.

Payroll is processed weekly, biweekly, monthly and quarterly using ___ pay groups. Approximately 90% of employees use direct deposit but it is not mandatory. The City is using a modified integration between Payroll and Accounts Payable and General Ledger in the FSCM financials to transmit voucher and journal data. The City intends to review the modification again and move to delivered functionality if feasible.

Configurations of the Department Budget Table and Combination Code Table are maintained and used by the Actuals Distribution GL Interface in (PAYGL02) processes to send data to the General Ledger in FSMC Financials. The Combination Code Table is maintained without integration to the FSMC Financials. Encumbrance processing is not used.

The City currently uses the application for Tax Updates of PeopleSoft HCM version 9.1.

Challenges and Opportunities

A high-level assessment of the current state has identified areas of focus for improvement with the upgrade of Payroll for North America to PeopleSoft HCM version 9.2. The City would like to review and explore additional leading practices for payroll processing. Below are some are a few challenges the City intend to resolve.

- **Retroactive Pay:** Neither the City or School utilize this functionality. Instead, all retroactive pay calculations are calculated by the departmental payroll staff and entered as additional pay.
- **Multiple components of pay:** The School department needs to review this functionality and determine how to incorporate it into payroll process to replace the reliance upon additional pay as a method for paying ongoing additional earnings in every pay period.

Section 2.03 CORE ACCOUNTING SUMMARY

The City and School manage the Finance functions separately. There is only one Business Unit for General Ledger, Accounts Payable, and Asset Management. All Core Accounting functions are managed through the central Finance Structure (ie. Budget, Auditing, Financial Reporting, and Revenue & Collections) All journals are either manually entered or manually uploaded into the ledger based upon a paper form request. The payroll and revenue data is interfaced to PeopleSoft General ledger module utilizing custom built interfaces. Finance utilizes MUNIS software for ALL revenue processed for the City. The current chart fields being utilized provide a limited capability to track unique information by department or location. All transactions are requested offline from paper forms which are manually entered into the General Ledger by the Auditing department. Tracking transactions by funding source is difficult. Departments develop shadow systems to track pre-encumbrance balances. Allocations and chargeback entries are manual and paper intensive. Consolidated Annual Financial Reporting (CAFR) is created off-line utilizing PeopleSoft data.

The City is not current in the application of PeopleSoft FSCM version 9.1 updates.

Challenges and Opportunities

A high-level assessment of the current state has identified areas of focus for improvement with the upgrade of Financials to PeopleSoft FSCM version 9.2. The list below is not all-inclusive but provides examples of changes the City intends to achieve.

- Review the chart of accounts and consider including chart fields for department unique requirements or location reporting.
- Eliminate shadow systems that track pre-encumbrances at the department level
- Provide access or additional reports to departmental staff so they can monitor budget activity.
- Utilize BC exception workflow to route and help solve budget errors.
- Create CAFR financials on PeopleSoft utilizing another ledger and journalize all external journal entries within the system.

Section 2.04 PROJECT & GRANTS

The City has managed the financial position of Grants and Capital Projects through our Project ledger reporting. There are commitment control rules built at the project ledger level that control spending. There is no other data stored in the PeopleSoft system with regards to funding sources and project/grant unique required tracking information. Therefore, departments are forced to run shadow systems or be creative with the chart fields that exist. (i.e. using certain account numbers for bonded versus other revenue source expenditures). Approximately 15 departments currently track Capital project and grant expenditures. Finance staff experience difficulty tracking Projects and Grants through their life cycle which makes cross fiscal year reporting time consuming.

Challenges and Opportunities

A high-level assessment of the current state has identified areas of focus for improvement with the upgrade of Financials to PeopleSoft FSCM version 9.2. The list below is not all inclusive but some examples of changes the City intends to achieve.

- Fully utilize all capabilities in currently owned products to automate the project/grant accounting life cycle.
- Set up Project Manager Work Centers in 9.2 to provide information on project activity and analysis.

Section 2.05 ACCOUNTS PAYABLE

The City processes approximately 60,000 vouchers annually. Approximately 50,000 are processed utilizing the Purchase Order system and the remainder vouchers are processed via the Direct Voucher method. A majority of the voucher entry is manual with the exception of a couple departments that are using a custom modification which automatically loads the Direct Voucher information into PeopleSoft. All invoices are mailed to the departments directly and once approved for delivery, the department manually completes the manual payables forms that are sent to the Auditing department for entry. The City uses matching process but if there are any matching issues, it requires phone calls to the departments and disrupts the voucher entry process. The City maintains approximately 20,000 vendors but only 12,000 vendors are active. There are issues with duplicate vendors due to the lack of basic understanding of remit to address selected by the departments.

Challenges and Opportunities

A high-level assessment of the current state has identified areas of focus for improvement with the upgrade of Accounts Payables modules to PeopleSoft FSCM version 9.2. The list below is not all inclusive but represents examples of changes the City intends to achieve.

- Improve and streamline many aspects of Accounts Payable processing by utilizing delivered functionality such as: workflow, match or error exception handling, document attachment and online inquires.
- Create as many vouchers electronically as possible via spreadsheet invoice uploads and component interface or direct upload of invoices from files provided by the vendor.
- Utilize the Approval Workflow Engine and online access to match or budget exception errors to a greater extent.

Section 2.06 FIXED ASSETS

The City utilizes the PeopleSoft Asset Management (AM) module to track Construction in Progress (“CIP”) and capitalized assets. Currently costs for CIP and project based assets are tracked on a separate spreadsheet and updated into AM annually. Some assets information is loaded directly through the asset interface and others are entered directly into AM. Asset depreciation is calculated annually for external reporting purposes only.

Challenges and Opportunities

Through the high-level assessment of the current state of PeopleSoft Asset Management, the following are examples of improvement the City intends to achieve.

- Eliminate the spreadsheets used to capture the current fixed assets projects and CIP.
Load all asset information directly through the asset interface process.
- Utilize the AM system to track all types of assets.

Section 2.07 PROCUREMENT

The City has centralized Procurement with a staff of 7. CPS also has 3 staff who coordinate CPS procurement. The City and CPS process approximately 18,000 purchase orders annually. All purchase orders are created by individual departments from paper requisitions sent to the Purchasing department manually. Approval routing, looking up contracts, and entering prices is manual. The online requisitioning functionality is not currently utilized. Many departments use shadow systems to track pre-encumbrances. Since the City and CPS requisitioning process is manual, City/State contract pricing is difficult to enforce or verify.

City Purchasing staff develop proposals and bid documents for both City and CPS which amounts to over 500 documents a year. The process is a manual paper based system using templates. The City currently utilizes a separate system that is not integrated with the PeopleSoft purchasing module to track various vendor categories.

The City Purchasing Staff and departments track contracts on a system outside of PeopleSoft. The City does not currently utilize the Procurement Contract functionality delivered with PeopleSoft. As a result, Purchasing does not take advantage of referencing contracts on requisitions or purchase orders, using contract workflow approval and automatic notifications on expiring dates or amount limits. The current process is manual and not integrated which requires manual contract processing and tracking. Contract changes and change orders are difficult to track through the system. Finally, it is difficult organizing and streamlining procurement information to be included in our Open Data portal (Socrata) to ensure transparency to the public.

Challenges and Opportunities

A high-level assessment of the current state has identified areas of focus for improvement with respect to the upgrade of the Purchasing module to the PeopleSoft FSCM version 9.2.

Below is a list of some examples of changes the City intends to achieve.

- Utilize the delivered online requisition functionality that will eliminate offline tracking of pre-encumbrance and budget information.
- Use Workflow to automate approval processing and provide greater control and gain efficiencies on purchase order processing.
- Utilize the automated requisition to PO creation functionality to reduce duplication of requisition entry.
- Utilize the existing functionality such as Workflow, automated email dispatch and procurement cards to streamline purchase processing.
- Train all departmental users on inquiry and document status which should eliminate calls to Purchasing staff and vendors.
- For now, review the existing capabilities included in PeopleSoft Purchasing module.
- Leverage the existing Procurement Contract functionality in PeopleSoft Purchasing.
- Consider implementing PeopleSoft Strategic Sourcing which will allow the creation of bidder files with commodities, streamline the creation of Invitation For Bids from

requisitions and existing contracts rather than scratch. Also the module automates the conversion of a bid award to a contract or Purchase Order.

- Centralizing more information in PeopleSoft will make it easier to upload Open Data reporting into the City's current system Socrata.

Article III REQUIRED RESPONSES

Using the information provided in section 3.07 as an example, provide your approach and deliverables to business process review/reengineering.

Section 3.01 Business Process Review/Reengineering

A business process fit/gap will be required as an initial phase of the upgrade and implementation project. A business process review/reengineering design will be required in many instances, including, but not limited to, the implementation of new modules. The complete business process review should include, but will not be limited to:

- A fit/gap analysis to compare the current City processes and requirements against the delivered PeopleSoft HCM version 9.2 functionality for the currently installed PeopleSoft HCM and FSCM modules.
- A fit/gap analysis to identify gaps against the delivered PeopleSoft HCM and FSCM version 9.2 functionality for the new implemented modules.
- For each gap, identify potential options, including, but are not limited to, business process changes, software modifications or other software solutions.
- Gain consensus on a recommendation for each gap by working closely with the business leads and subject matter experts and business analysts.
- Define City business process designs for the existing modules/applications as well as new modules being implemented.

Section 3.02 Upgrade and Implementation Methodology

The Vendor's upgrade and implementation methodology is expected to be a comprehensive approach for transforming the business process review/reengineering phase into the solution design, development, testing and deployment phases. A comprehensive upgrade and implementation methodology is comprised of the activities and tools required to produce the deliverables and milestones of each phase.

- Describe the upgrade and implementation methodology to be used for this project.
- Provide details regarding the key activities and milestones by phase, including project deliverables. The methodology should describe whether you will be following an on-site, off-site or hybrid model.
- Describe the processes to be employed around key design decisions, project deliverables and milestone reviews.
- Provide an overall project timeline, including an estimate of the duration for each phase identified below (Section Solution Design).

Describe projects completed for Government Agencies, Federal, State or Local with similar scope, size and budget.

Section 3.03 Solution Design

Design documentation should describe your process for upgrade/implementation activities that include:

- configuration values
- customizations
- interfaces
- reports
- security

- The design document should also identify if items are newly developed, eliminated or re-implemented.
- Describe your proposed process for solution design activities. Solution design activities will need to account for internal controls, government regulations Describe your proposed process for reviewing the regulatory and compliance requirements for the Human Resources and Finance functionality.
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Section 3.04 Development

The City expects the Vendor to assign a technical development lead to work with the City's counterpart in the assignment, management and quality review of technical development work. Describe your development methodology and standards. Also, describe how development activity will be integrated with the process design.

Tools

- Describe the development tools you plan to use on this project.

Section 3.05 Testing

The City expects the Vendor to develop the testing strategy and manage the testing execution. This includes the detailed planning and execution of user acceptance testing and assistance in creating test scripts. The Vendor will be responsible for facilitating the detailed testing including but not limited to unit, systems performance, regression, integration and user acceptance testing.

- Describe your recommended testing methodology, approach, tools and deliverables in order to test that the City's PeopleSoft HCM and FSCM versions 9.2 installation meets business requirements.

Section 3.06 Deployment Strategy

Rollout Strategy/Approach

- Describe options for the rollout strategy and provide advantages and disadvantages.
- Describe approaches your organization has commonly deployed for managing the cut-over process.

Go-live Readiness

- Describe the common criteria for assessing go-live readiness, including when this assessment will be performed.

Contingency Plan

- Describe the approach for developing contingency plans. Discuss common challenges and decisions that are considered in executing a contingency plan. For example, what would be the mitigation for issues such as infrastructure failure, lack of end-user preparedness or data conversion reconciliation issues?

Post-Production Support

- Describe the post-production support proposed for this effort

Section 3.07 Project Teams

The project work teams are the resource teams assigned to activities throughout each phase of the upgrade and implementation. The City anticipates that the upgrade and implementation will require the following work teams:

- Functional,
- Technical,
- Security,
- Training/Knowledge transfer,
- Conversion,
- Project/Change management.

(a) Cambridge PS 9.2 Project Leadership Team

This team is made up of City staff committed to the success of the upgrade and implementation project. This team approves and supports the overall upgrade and implementation program governance structure, reviews, and approves change initiatives and reviews the project status on a regular basis to provide overall direction to the project. The Project Leadership team is comprised of the City's Director of Personnel, Cambridge Public School (CPS) Personnel Director, CPS Chief Financial Officer, City & School Payroll Managers, City Auditor, City Budget Director, CPS Finance/Budget Manager, City Assistant Finance Director, IT Project Manager, IT DBA, Purchasing Agent, EGOV-Management Committee representative.

(b) Functional Team

The functional team will be responsible for driving business process review/reengineering, functional design, including comprehensive knowledge of PeopleSoft HCM and FSCM

version 9.2 functionality, and functional testing activities. The City expects the Vendor's resources to provide knowledge transfer to City counterparts throughout the entire project.

- Describe the activities to be performed by the functional team.
- Describe how functional team activities will be shared between the Vendor and the City.
- Describe deliverables to be produced by the functional team, indicating who has primary responsibility for the deliverables.

(c) Technical Team

The technical team will work in conjunction with the City's technical resources for all project activities that are technical in nature throughout all phases of the upgrade and implementation. This includes, but is not limited to, application development, conversion, and environment and infrastructure design. The City expects the Vendor's resources to provide knowledge transfer to City counterparts throughout the entire project.

- Describe the activities to be performed by the technical team.
- Describe how the technical team's activities will be shared between the Vendor and the City.
- Describe the deliverables to be produced by the technical team, indicating who has primary responsibility for each deliverable.

(d) Security Team

It is the City's goal to develop a security framework that will meet the business requirements while providing a design that will minimize ongoing maintenance. The City expects the Vendor's resources to provide knowledge transfer to their City counterparts throughout the entire project.

- Describe the overall approach for addressing PeopleSoft HCM and FSCM version 9.2 provisioning and user access management.
- Describe how roles will be defined and accounted for in the overall design and testing of the business processes.
- Describe the deliverables to be produced by the security team, indicating who has primary responsibility for each deliverable.

(e) Training and Knowledge Transfer Team

The Vendor will be expected to provide resources experienced with developing and executing training plans, including content development and delivery, to assist the City in meeting end-user training needs. Knowledge transfer will be an ongoing process throughout the entire project. The City will expect the Vendor to provide knowledge transfer both verbally and through written documentation and procedures. The City is purchasing UPK.

Training Approach/Plan

- Describe the approach to end-user training Also, describe what training methods should be deployed and to whom.

Training Content Development

- Describe your process for developing training materials and identify the tools to be used.
- Describe your approach for utilizing business process documentation and role mapping.

Training Delivery

- Describe your training delivery approach, indicating whether it will be instructor led, computer based or some combination thereof.
- Describe what will be the definition for end-user readiness.
- Describe how readiness is defined and measured, including what constitutes the end-user

Transition Approach

- Describe the process for knowledge transfer to the City throughout the project.

(f) Conversion Team

A critical success factor for the upgrade and implementation is the conversion and the migration of existing data that resides in the current PeopleSoft HCM and FSCM version 9.2.

- Describe the data conversion approach including the process, timing and tools involved in conversion.
- Describe the data verification/reconciliation process and documentation provided.

(g) Project Management Team

Resource Requirements, Activities and Responsibilities

Given the risks and complexity of an upgrade and implementation of this magnitude, the project requires well-structured project management shared by both the City and the Vendor using proven tools and processes. An effective governance structure and process provides control and facilitates rapid decision making to keep the project on time and in scope.

Throughout all phases and work activities of the project, the Vendor will be required to provide the following:

1. ***Documentation support*** – documentation of all work performed and changes to operational procedures.
2. ***Project management support*** – the Vendor will be expected to assemble its own project management resources and to take responsibility for producing and updating the project plan, regular status reports, plan versus actual workplan reports, issue logging, issue tracking and resolution, and change order procedures and reporting.
3. ***Technical support*** – the Vendor will also provide assistance and guidance to City database administration and technical staff throughout the course of the project and incorporate appropriate system performance planning measures into all workplans.

- Provide the Vendor's staffing model necessary to complete the work by defining the Vendor's resources and roles Describe the approach to monitor and track project status as to:
 - Schedule and budget,
 - Progress toward the goals defined for this project, and
 - Achieving the project's tactical and strategic objectives through the deliverables.
- Describe the proposed approach to provide project management. This response should include the following responsibilities:
 1. Management of project decisions,
 2. Scope, risk and issue management,
 3. Regular status meetings,
 4. Submission of routine project status reports,
 5. Workplan development and management in conjunction with City personnel, and
 6. Relationship to and communication with Oracle.

Section 3.08 SUCCESS CRITERIA

Benefits Realization

Benefits realization is the definition and formalization of the expected benefits a project is intended to deliver. This includes both tangible and intangible benefits and the planning, modeling and tracking of intermediate and final results throughout the project life cycle. Benefits management ensures that the City will realize and sustain the benefits from its investment in the program, even after the conclusion of the vendor's post-upgrade and implementation support.

- Describe the Vendor's method to measure the project's success and describe how benefits realization activities occur throughout the project.

Quality Assurance Process

The Vendor's quality assurance process should be comprehensively integrated with the project management team described in section above. The quality assurance process should include all aspects of the Vendor's services provided, including design, scope, cost, timing, staffing, risk and integration. A quality assurance process should be in place to periodically inspect items during the duration of the upgrade and implementation project.

- Describe documentation requirements and standards that will support a quality assurance process.
- Provide a summary of the measures taken throughout the engagement to assure quality.

Vendor Assumptions

- Detail any assumptions that were used in formulating the response to this RFP, including any items that would be considered out of scope.

Article IV. QUALITY REQUIREMENTS

In order for a proposal to receive further consideration, a Vendor must unconditionally circle "Yes" in response to each question set forth in this section. The City shall reject in its entirety the proposal of any Vendor who refuses or fails to check "Yes" to each question below, or who checks "Yes" but attempts to modify, qualify or limit its affirmative response. The Vendor shall also attach to its proposal any and all information and/or documentation requested in this section of the RFP. The Vendor's authorized representative shall sign on the line provided following the last Quality Requirements.

1. The Vendor has at least (3) years of verifiable experience successfully providing consulting and implementation services to public sector clients(s) similar in size and organization to the City for work substantially similar to the work described in this RFP.

YES NO

2. The Vendor is a PeopleSoft Certified Partner.

YES NO

3. The Vendor will assign a significant leadership role for the Project manager who possesses at least three (3) years experience successfully managing projects of similar size and scope as described in this RFP.

YES NO

4. The Vendor will assign for the duration of the project team leaders with at least three (3) years of experience successfully working with PeopleSoft implementation and/or upgrades of similar size, scope, and type as the system described in this RFP.

YES NO

5. The Vendor will be the primary contractor for the purposes of implementation and support of products delivered under any contract entered into pursuant to this RFP.

YES NO

6. The Vendor can and will provide documentary evidence of financial solvency upon request.

YES NO

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

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL.

Article V COMPARATIVE EVALUATION CRITERIA

Only proposals determined by the Assistant Purchasing Agent to meet all quality requirements and to be legally responsive, shall be evaluated according to the comparative evaluation criteria set forth in this section. An Evaluation Committee designated by the Assistant Purchasing Agent shall prepare written evaluations for each proposal. The Evaluation Committee shall assign a rating of “Highly Advantageous,” “Advantageous,” or “Not Advantageous” to each criterion.

1. **Business Process Review/Reengineering (Section 3.01)**

A rating of **Highly Advantageous**: The proposal and presentation addressed all items outlined in Section 3.01 in a *very comprehensive* manner.

A rating of **Advantageous**: The proposal and presentation addressed most items outlined in Section 3.01 in a *very comprehensive* manner..

A rating of **Not Advantageous**: The proposal and presentation did not address many of the items outlined in Section 3.01 *or* the items outlined by the proposal and presentation were not done so in a comprehensive manner.

2. **Upgrade and Implementation Methodology (Section 3.02)**

A rating of **Highly Advantageous**: The proposal and presentation addressed all items outlined in Section 3.02 in a *very comprehensive* manner.

A rating of **Advantageous**: The proposal and presentation addressed most items outlined in Section 3.02 in a *very comprehensive* manner.

A rating of **Not Advantageous**: The proposal and presentation did not address many of the items outlined in Section 3.02 *or* the items outlined by the proposal and presentation were not done so in a comprehensive manner.

3. **Testing Approach (Section 3.05)**

A rating of **Highly Advantageous**: The proposal and presentation addressed all items outlined in Section 3.05 in a *very comprehensive* manner.

A rating of **Advantageous**: The proposal and presentation addressed most items outlined in Section 3.05 in a *very comprehensive* manner.

A rating of **Not Advantageous**: The proposal and presentation did not address many of the items outlined in Section 3.05 *or* the items outlined by the proposal and presentation were not done so in a comprehensive manner.

4. Project Team (Section 3.07)

A rating of **Highly Advantageous**: The proposal and presentation addressed all items outlined in Section 3.07 in a *very comprehensive* manner.

A rating of **Advantageous**: The proposal and presentation addressed most items outlined in Section 3.07 in a very comprehensive manner.

A rating of **Not Advantageous**: The proposal and presentation did not address many of the items outlined in Section 3.07 or the items outlined by the proposal and presentation were not done so in a comprehensive manner.

5. Security and Controls (Section 3.07, Paragraph D)

A rating of **Highly Advantageous**: The proposal and presentation addressed all items outlined in Section 3.07, Paragraph D, in a very comprehensive manner.

A rating of **Advantageous**: The proposal and presentation addressed most items outlined in Section 3.07, Paragraph D, in a very comprehensive manner.

A rating of **Not Advantageous**: The proposal and presentation did not address many of the items outlined in Section 3.07, Paragraph D, or the items outlined by the proposal and presentation were not done so in a comprehensive manner.

6. Training and Knowledge Transfer (Section 3.07, Paragraph E)

A rating of **Highly Advantageous**: The proposal and presentation addressed all items outline in Section 3.07, Paragraph E, in a very comprehensive manner.

A rating of **Advantageous**: The proposal and presentation addressed most items outlined in Section 3.07, Paragraph E, in a very comprehensive manner.

A rating of **Not Advantageous**: The proposal and presentation did not address many of the items outlined in Section 3.07, Paragraph E, or the items outlined by the proposal and presentation were not done so in a comprehensive manner.

7. Conversion Team (Section 3.07, Paragraph F)

A rating of **Highly Advantageous**: The proposal and presentation addressed all items outline in Section 3.07, Paragraph F, in a very comprehensive manner.

A rating of **Advantageous**: The proposal and presentation addressed most items outlined in Section 3.07, Paragraph F, in a very comprehensive manner.

A rating of **Not Advantageous**: The proposal and presentation did not address many of the items outlined in Section 3.07, Paragraph F, or the items outlined by the proposal and presentation were not done so in a comprehensive manner.

8. Project Management (Section 3.07, Paragraph G)

A rating of ***Highly Advantageous***; The proposal and presentation addressed all items outline in Section 3.07, Paragraph G, in a very comprehensive manner.

A rating of ***Advantageous***: The proposal and presentation addressed most items outlined in Section 3.07, Paragraph G, in a very comprehensive manner.

A rating of ***Not Advantageous***: The proposal and presentation did not address many of the items outlined in Section 3.07, Paragraph G, or the items outlined by the proposal and presentation were not done so in a comprehensive manner.

9. Quality Assurance Approach (Section 3.08)

A rating of ***Highly Advantageous***: The proposal and presentation addressed all items outlined in Section 3.08 in a very comprehensive manner.

A rating of ***Advantageous***: The proposal and presentation addressed most items outlined in Section 3.08 in a very comprehensive manner.

A rating of ***Not Advantageous***: The proposal and presentation did not address many of the items outlined in Section 3.08 or the items outlined by the proposal and presentation were not done so in a comprehensive manner.

Article VI OTHER REQUIRED SUBMISSIONS

The following documents must be submitted with your non-price proposal and will be taken into consideration during the evaluation process.

Section 6.01 Vendor Back ground Information

The introductory portion of the proposal should provide a straightforward and concise description of the proposer's commitment and ability to perform the services described in the scope of work. This section should include the following:

Company name
Federal Identification Number
Home Office address
Telephone
Oracle partner (yes/no) and indicate partner level (Diamond, Global, Platinum, other)
Number of year(s) the company has operated under this name
Year the company was founded
Type of Business Organization
Brief description of your business

It must also include a letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information and a brief description of the overall services proposed. The signature of the authorized official (s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy.

Section 6.02 References

As a part of the evaluation of the proposals submitted, the Evaluation Committee reserves the right to contact any and all references provided by the vendor in order to verify the successful performance of the vendor.

Please provide three (3) client references, two (2) of which should be public sector clients, where the vendor has provided upgrade and implementation services in the last three (3) years with clients that have used the same or substantially similar products and services as the products and services proposed in this RFP. The following information must be provided for each client:

- Customer Name
- Type of government/organization
- Customer address

- Contact
- Title
- Telephone
- Number of Employees
- PeopleSoft module(s) upgraded or implemented
- Version(s) of PeopleSoft modules upgraded or implemented
- Technical Environment utilized:
 - Database
 - Platform
- Vendor's Role – (Describe the Vendor's role in detail and, if your firm was not the prime vendor, indicate the percentage of the scope of work completed by your firm)
- Project status
- Project duration (begin and end dates)
- Date(s) upgrade or implementation completed.
- Dollar amount of contract

Subcontractors

If the Vendor plans on utilizing subcontractor(s) on this project, the Vendor must supply at least (3) references for each subcontractor. The references must be specific and identify the work similar to the work that the subcontractor will be providing under this proposal. The information above must be provided for each subcontractor reference.

The Vendor must describe in detail the relationship between the Vendor and the proposed subcontractor(s). Describe your agreement with the subcontractor(s) concerning the filling of any openings that occur on the project team.

Performance

1. Has the Vendor's company ever failed to complete any work awarded within the last five (5) years? If the answer is yes, state all circumstances.
2. Have any of the Vendor's subcontractor(s) ever failed to complete any work awarded within the last five (5) years? If the answer is yes, state all circumstances.

Vendor Resources

1. List total revenue for the Vendor's company for each of the last three (3) years.
2. List total revenue related to the Vendor providing upgrade or implementation services for PeopleSoft applications for each of the last three (3) years.
3. List the total number of employees at the Vendor's company by year, over the last three (3) years.
4. List the current number of PeopleSoft Implementation/Upgrade Service employees.
5. List the current number of PeopleSoft Training Support employees.
6. List the current number of Business Process Review/Reengineering employees.

Section 6.03 Resource Descriptions/Resumes

The City requires that, at a minimum, the project manager, functional team lead(s) and technical team lead, as well as any other positions that the Vendor considers “key,” be named in the proposal. The City expects that the Vendor will assign the resource(s) named for the duration of the project, unless a mutually agreeable replacement is identified. The information provided will be analyzed by the City during the evaluation of the proposals and will be used later to qualify and accept resources proposed by the selected Vendor. Vendors should name actual resources for all positions, if possible.

Overall experience level and skills will be considered when evaluating proposed resources. The Vendor should take into consideration specific roles that may require special skills or experience when proposing resources.

The City reserves the right to reject any proposed project staff based on experience, references or interviews.

For each project resource named in the resource plan, the following information must be provided:

1. Position title,
2. Resource name,
3. Description of position,
4. Year(s) of work experience,
5. Year(s) of PeopleSoft experience,
6. Qualifications, and
7. Resume.

Section 6.04 Anti-Collusion and Tax Compliance Certificate

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

As required by MGL Chapter 62C, Section 49A, the undersigned further certifies under penalty of perjury that the bidder has complied with all of the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____

Name of person signing proposal: _____

Title of officer signing for firm, if applicable: _____

Name of business, of applicable: _____

Address: _____

Signature of all firm partners, if applicable: _____

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL.

Section 6.05 Cori Compliance Form

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 THE PROPOSAL

Section 6.06 Price Proposal

This Price Proposal form must **be submitted in a sealed envelope marked Price Proposal, separate from the proposal.** Failure to adhere to this instruction will result in automatic disqualification of your proposal. Price must remain firm for the entire contract.

Flat Fee \$ _____

Flat Fee in words: _____

Please include a supplemental sheet with an itemized breakdown of the fee including:

Hourly Rates of each staff member assigned to the City of Cambridge contract: _____/hr

Name of Bidder: _____

Signature of Bidder: _____

This area is intentionally left blank.

APPENDIX A

City of Cambridge Articles of Agreement SAMPLE

File Number:

This agreement is made and entered into this **xx/xx/xxxx** by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and **xxxxxxxxxxxxx**, a corporation duly organized and existing under the laws of the **State of xxxxxxxx**("the Contractor").

Address:

Telephone: Fax: Atten.:

Email:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on **xx/xx/xxxx** and ending on **xx/xx/xxxx**.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **xx/xx/xxxx**.

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice the department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **0%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

The City:

The Contractor:

Richard C. Rossi
City Manager

Signature and Title

Joan Dillon
Assistant Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

APPENDIX B

Chapter 2.121 LIVING WAGE ORDINANCE

Sections:

2.121.010	Title and Purpose
2.121.020	Definitions
2.121.030	Living Wage
2.121.040	Waivers and Exceptions
2.121.050	Notification Requirements
2.121.060	Duties of covered Employers
2.121.070	Community Advisory Board
2.121.080	Enforcement
2.121.090	Severability
2.121.100	Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "**Applicable Department**" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "**Assistance**" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "**Beneficiary**" means:

(1) any person who is a recipient of Assistance;
(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance,

the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the

name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and

documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%.Therefore the new living wage, as of March 1, 2014 is \$14.71.