

FILE NO.6993
REQUEST FOR PROPOSALS FOR HOMELESS MANAGEMENT
INFORMATION SYSTEM

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, September 24, 2015** for providing the following services to the City of Cambridge:

The undersigned hereby proposes to provide all labor, materials and equipment necessary for the provision and operation of the Cambridge Homeless Management Information System.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **Thursday, September 3, 2015**, 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.6993. 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.

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, September, 14, 2015** to **Amy L. Witts, 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 six (6) copies of the non-price proposal marked "Non-Price Proposal –Homeless Management Information System and one sealed envelope containing the price proposal form marked "Price –Proposal- Homeless Management Information System" must be received by Amy L. Witts, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to **11:00 AM, Thursday, September 24, 2015. 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

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 \$14.95 per hour (the ordinance is attached, **Appendix B**)
6. Terms and Conditions, (**Appendix C**)
7. Cori Ordinance and Cori Policy (**Appendix D**)
8. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect for one year with two one year options to renew at the sole discretion of the awarding authority contingent upon federal funding. The City will renew the subsequent year depending on the performance of the contractor and the price for the subsequent year

INSTRUCTIONS TO PROPOSERS

1. Two separate sealed envelopes, one sealed envelope that contains one (1) original and (6) copies of the non-price proposal marked “Non-Price Proposal marked Cambridge HMIS and one sealed envelope that contains one (1) original price summary form marked “Price Proposal – Cambridge HMIS” must be received by the Purchasing Agent, City of Cambridge, 3rd floor City Hall prior to 11:00 AM, Thursday, September 24, 2015. 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:

Amy L. Witts, 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, September 14, 2015. 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. **Answers to questions will be posted to the website in a form of an Addendum. Proposers are responsible for checking the website for addenda that may be issued.**

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to , Amy L. Witts, 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 "Cambridge HMIS - Modification to (or Withdrawal of) Proposal.

EVALUATIONS OF THE PROPOSALS

All non-price proposals will be reviewed by the Selection Committee in accordance with M.G.L. Chapter 30B.

Proposers will be asked to host a remote interview on October 5th 2015, including demonstration of their HMIS software solution. Proposers will be responsible for providing the City with a call in number and web link. The project manager and other project team members should be prepared to participate in the interview. Interview participants will be expected to describe the proposer's approach to the Cambridge project and answer questions from the Selection Committee. Proposals that meet the Quality Requirements will be reviewed pursuant to the Comparative Evaluation Criteria listed in this RFP. The Selection Committee will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to each comparative evaluation criterion. Based on these ratings, a composite rating will be determined for each proposal.

References will be contacted to determine if the proposer is responsive and responsible. References will be asked about their overall 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 Purchasing Agent. The contract will not necessarily be awarded to the proposal that receives the highest rating 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.

Table of Contents

Article I. Scope of Services.....	6
1.01 Overview	6
1.02 Definitions	6
1.03 Scope of Current HMIS	7
1.04 Schedule.....	7
1.05 Instructions to Proposers	7
1.06 Narrative Response Elements.....	9
1.06.1 Experience.....	9
1.06.2 Regulatory Compliance	9
1.06.3 Security and Privacy	10
1.06.4 Core Functionality	10
1.06.5 Support, Training and Customer Service.....	10
1.06.6 Data Imports and Integration	11
1.06.7 Reporting and Performance Measurement.....	11
1.06.8 Coordinated Entry and Prioritization	11
Article II. Quality Requirements	13
Article III. Comparative Evaluation Criteria	14
Article IV. Other Required Submissions	21
4.01 Anti-Collusion and Tax Compliance Certificate	21
4.02 CORI Compliance Form.....	22
4.03 Price Proposal	23
Appendix A. Articles of Agreement.....	24
Appendix B. Living Wage Ordinance.....	26
Appendix C. General Terms and Conditions	35
Appendix D. CORI Ordinance and CORI Policy.....	37

Article I. Scope of Services

1.01 Overview

The purpose of this RFP is to secure software as a service for the City of Cambridge Continuum of Care's (CoC) Homeless Management Information System (HMIS) needs. As the Collaborative Applicant and HMIS Lead Agency for the Cambridge CoC, the City of Cambridge's Department of Human Service Programs (DHSP) is seeking a HMIS software vendor to facilitate efficient collection of HUD required data elements, ensure compliance with the latest HMIS Data Standards, and to improve capacity for program compliance monitoring and reporting on system-level performance.

HMIS data for the Cambridge CoC are currently collected in four distinct databases. This structure exists because some agencies are required to enter data into the State's system, other provider agencies maintain their own database, and other agencies operate in multiple CoCs and choose to enter data into just one system.

With this RFP, DHSP, in collaboration with the Cambridge CoC, means to select software as a service solution for HMIS data collection, data integration, and reporting.

1.02 Definitions

Definitions for the purposes of this RFP include:

DHSP – Department of Human Service Programs of the City of Cambridge – The Collaborative Applicant and HMIS Lead agency of the Cambridge CoC; organization that is issuing this RFP

Data Integration – Transmission of and acceptance of transmitted data from other HMIS software programs according to the specifications for Comma Separated Values (.CSV) and/or XML Schema on the HUD Exchange website

Homeless Management Information System (HMIS) – A federally mandated, locally driven data collection system used to collect unique identification and reporting of persons experiencing homelessness across a regional housing assistance network of private, nonprofit, and public entities. HMIS must conform to the published standards and any updated standards on the HUD Exchange website.

HUD – U.S. Department of Housing and Urban Development

HUD Exchange – The website used by U.S. Department of Housing and Urban Development (HUD) to issue all updates and information regarding HMIS

HUD Mandated Reports – Report required for HUD funded projects; comprised of the CoC Annual Performance Report (APR), HMIS APR, Emergency Solutions Grant (ESG) Consolidated Annual Performance and Evaluation Report (CAPER), Annual Homeless Assessment Report (AHAR), HUD System Performance Report, and Point-in-Time (PIT) report

City of Cambridge Continuum of Care - a system of services and an administrative entity that applies for annual funding from the U.S. Department of Housing and Urban Development (HUD)

Proposal – A formal offer submitted in response to this solicitation

Request for Proposals (RFP) - Formal procurement document in which services needed are identified and firms are invited to submit their Proposals to provide the services and their hourly rates Respondent – individual, company or firm submitting a Proposal to attain a contract with City of Cambridge, DHSP

1.03 Scope of Current HMIS

Cambridge DHSP provides the following for information purposes only.

Scope of Current Cambridge HMIS	
No. of Active Users	49
No. of Active Agencies	10
No. of Projects in system	51
No. of Projects that participate through data integration	19

1.04 Schedule

The City of Cambridge reserves the right to revise the below schedule at any time and without notice to the respondents.

ACTIVITY	DATE
RFP Released	September 3, 2015
Questions	Due in writing by 5:00 p.m. on September 17 th , 2015
Responses to Questions	September 21, 2015
Proposals Due	September 24, 2015 at 11 a.m.
Proposal Review by Selection Committee	September 24 –
Remote demonstrations	October 5 th , 2015
Purchasing Agent reviews evaluations and makes selection	October 12 th , 2015
Announcement of apparent successful and unsuccessful Respondents	October
Contract execution with successful vendor	October 31, 2015

1.05 Instructions to Proposers

The City requires the following information in order to evaluate proposers’ abilities to provide the HMIS and perform all related services. To assist the City in gaining the most thorough understanding of this information, proposers should include flowcharts, samples of reports, screenshots of online displays, data tables and other graphics related to the item under discussion for as many items as possible.

The technical proposal must include the following:

1. Narrative response to the scope of services
2. Information about the proposer's provision of HMIS services to three (3) full service clients that are most similar to Cambridge
3. Organizational plan and employee background information for all staff who will be contributing to the operation of the proposer's system and will be providing related support services
4. A description of the proposer's data center hardware and technical environment
5. Management Plan and Project Timeline
6. Quality Requirements Table

Vendors should avoid including generic marketing and promotional materials, and focus their proposals on responding to the specific items listed in these instructions.

Detailed instructions for the completion of each of these sections follow:

1. Narrative response to the scope of services

Proposers shall provide a comprehensive and clear written description of each system element, feature, service, etc. required by the scope of services (Section 1.06) that it proposes to provide to the City. These descriptions shall reference the section item being responded to. The written description shall include the scope and particular features and benefits of the proposer's provision of these elements, features, services, etc., and detailed descriptions of functionality as defined in the scope of services. These descriptions shall demonstrate the proposer's understanding of the City's requirements and the proposer's ability to provide and effectively operate the services and systems required by the City.

2. Information about the proposer's provision of HMIS services to three full service clients that are most similar to Cambridge

List three (3) client systems that are most similar to the systems requirements stated in the City's scope of services and most similar in terms of number of projects, users, participants served, and complexity of configuration. Provide a brief narrative that explains why the City should consider this reference a relevant experience and why it is similar to Cambridge's requirements.

References will be asked about their experience with the vendor including in the following areas:

- Responsiveness to customer service requests
- Quality of staff
- Conversion process that has been accomplished successfully and on time
- Knowledge and experience with most recent release of HMIS Data Standards
- General assessment of quality and effectiveness of the vendor's services

Also, provide the following information for each of these three (3) clients:

Client Organization Name and Address

Duration of Contract

Dates of Operation

Website

Contact Person Name, Title, Phone Number and Email Address

3. Organizational Plan and employee background information for all staff who will be contributing to the operation of the proposer’s system and will be providing related support services

For all employees who are proposed to support the Cambridge HMIS, please provide their names and titles, information about their roles and responsibilities and qualifications including related skills and experience. Resumes of key (and other if the proposer desires) personnel should be provided.

Proposers should also include organizational chart(s) and/or a description of the management plan for all divisions that are proposed to contribute to the operation of the HMIS, so that the City will have as full an understanding as possible of the proposer’s organization and plan for operating the HMIS.

4. A description of the proposer’s data center hardware and technical environment

Proposers should provide a description of their data center hardware and technical environment, as well as the proposer’s security protocols, back-up and disaster recovery plan.

5. Management Plan and Project Timeline

If applicable, provide a detailed, comprehensive timetable and plan to convert each element of the existing Vendor’s system to that of the selected Vendor. Include the duration of the conversion and key milestones in the timetable proposed. This plan shall include the responsibilities of the proposer, the City and the existing vendor; a description of how the accuracy of the conversion effort will be measured; identification of the project manager, the experience this individual has had in converting similar systems, and the estimated amount of time that the project manager will dedicate to the project; and the details of the proposer’s post-conversion support plan. The proposer should describe its previous experience converting data in a situation similar to what this project will entail.

6. Quality Requirements

The proposer must complete the Quality Requirements table included in Article II.

1.06 Narrative Response Elements

1.06.1 Experience

- Experience designing, implementing and supporting HMIS projects
- Experience working with private, nonprofit, and public homeless service providers
- Demonstrated success in execution of data conversion/migration to new application, including data validation and quality assurance

1.06.2 Regulatory Compliance

- Vendor and product demonstrate a proven track record of full and timely compliance with all relevant HUD required data collection structures and reporting modules
- Software facilitates the full and accurate collection of all HUD-mandated data elements
- Contractual commitment to necessary future modifications to the software for ongoing compliance of the latest HUD data standards, HMIS regulations and national best practices

1.06.3 Security and Privacy

The system must include security functions to ensure protection of client confidentiality.

Security features should include:

- User authentication (no concurrent access)
- Virus protection with auto-update
- Servers that include data encryption and transmission encryption
- Public access and location controls
- Backup and data disaster recovery
- System monitoring
- Secure disposal
- Automated monitoring and audit trail
- Ability to define and amend user access levels to client information
- Access restrictions based on user role and/or permissions are enforced consistently throughout the software solution, including reporting, data sharing, and export features

1.06.4 Core Functionality

- Software provides an intuitive and efficient workflow that minimizes the burden on front end users
- User interface is easy to navigate and provides consistent page views
- Includes capacity for document generation – readable, printable blank forms and completed forms
- Document upload storage included – for consent forms, verifications, rental agreements, stabilization plans, etc.
- Built-in measures to prevent data entry mistakes and back end reporting to identify data entry errors and guide data cleanup for users
- ESG Financial Assistance Fund Tracking
- Software provides case management tools for recording case notes, follow up, query on no contact within number of days
- Software provides referral system and referral tracking
- Software provides robust deduplication measures to identify and prevent duplicate client entries
- Software includes matching functionality to unduplicate records across agencies (not dependent upon data sharing)

1.06.5 Support, Training and Customer Service

- Vendor is expected to provide technical documentation including user manuals and online help relevant to introductory training as well as ongoing support. The following documentation is expected:

- Data Dictionary
- Reporting Module Guidance
- Database Design and Navigation
- Workflow for entering client information
- User manuals specific to HMIS data entry
- “Train the Trainer” modules for implementation of new system and for standard ongoing training
- Online customer support center that allows ability for reporting issues and straightforward bug tracking
- Quality Assurance protocols related to every software upgrade, release, enhancement or other system change
- Timing of release, description, and communication are coordinated

1.06.6 Data Imports and Integration

- Demonstrated commitment to building an open and flexible platform that maximizes opportunities for data integration across multiple software solutions, including a contractual commitment to support the latest XML and CSV schema defined by HUD
- Support for the batch import and export of data from agencies who enter program data into a separate system

1.06.7 Reporting and Performance Measurement

The Vendor must show the following capacity:

- Ability to produce current standard HUD reports directly from the system: APR, AHAR, PIT, CAPER
- Exhibit knowledge and readiness to produce System Performance Measurement reporting
- Capacity to generate standard project and agency level reports that track enrollments, dismissals, demographics, etc. for funders and other stakeholders
- User Information Reporting: User license periods, contact records, training, login activity, inclusion in metadata for client record creation, edit, and name stamp on HUD Assessment submissions or edits
- Client level reports – participation across CoC projects, outcomes
- Ad hoc report writing technology

1.06.8 Coordinated Entry and Prioritization

Software should contain functionality to support a single coordinated access system. This should include:

- Availability of the VI-SPDAT, with the ability for local customization of a common assessment tool used by the Cambridge CoC
- Available functions for prioritization and waiting lists

- Robust referral notification system
- Ability to view client's VI-SPDAT score in client record

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Article II. Quality Requirements

A “NO” response, a failure to respond, or a failure to meet any of the following minimum threshold Quality Requirements will result in a rejection of your proposal. Circle YES or NO for each item listed.

Quality Requirements	Response	
	YES	NO
1. The proposer has converted at least three HMIS databases into their own software solution.	YES	NO
2. The proposed HMIS will facilitate full and accurate collection of all HUD-mandated data elements as defined in the current HMIS Data and Technical Standards documentation (available online at: https://www.hudexchange.info/hmis/hmis-data-and-technical-standards/)	YES	NO
3. Proposer is prepared to contractually commit to ongoing compliance and support of the latest HUD data standards and HMIS regulations.	YES	NO
4. The proposed HMIS will safeguard security and privacy by ensuring that user access levels are restricted based on user role and/or permissions that are enforced consistently throughout the software solution.	YES	NO
5. The proposed HMIS will include an Audit Trail function to track changes to client-level records in the database.	YES	NO
6. The proposed HMIS must be fully compatible for use on Internet Explorer (Edge) and one of the following browsers: Chrome, Firefox, or Safari.	YES	NO
7. The proposed HMIS will generate an unduplicated count of clients within individual projects, across combinations of projects, and across the entire database, regardless of whether or not projects enter data into the system using uploads, and regardless of whether or not agencies have data sharing agreements in place.	YES	NO
8. The proposed HMIS will support batch import and export of data from external databases, including a contractual commitment to support the latest XML and CSV schema defined by HUD.	YES	NO
9. The proposed HMIS will generate HUD-mandated reports, including the CoC Annual Performance Report (APR), HMIS APR, Emergency Solutions Grant (ESG) Consolidated Annual Performance and Evaluation Report (CAPER), Annual Homeless Assessment Report (AHAR), HUD System Performance Report, and Point-in-Time (PIT) report.	YES	NO

Proposer Acknowledge Addenda Number: _____

Article III. Comparative Evaluation Criteria

Proposals that satisfy the Quality Requirements will be evaluated based on the following Comparative Evaluation Criteria:

A. Experience and Qualifications

Highly Advantageous:	The proposer has been involved in the successful implementation of HMIS projects or client data management projects of comparable complexity in at least five (5) jurisdictions.
Advantageous:	The proposer has been involved in the successful implementation of HMIS projects or client data management projects of comparable complexity in less than five (5) but in three (3) or more jurisdictions.
Not Advantageous:	The proposer has been involved in the successful implementation of HMIS projects or client data management projects of comparable complexity in at least one (1) jurisdiction but less than three (3) jurisdictions.

B. Management and Organizational Plans and Project Timeline

1. Management and Organizational Plans

Highly Advantageous:	The proposer's Management Plan and Organizational Plan provide an excellent and extensive combination of staffing, coordination, and detailed description of implementation that provides the highest assurance of the proposer's ability to meet the requirements of the scope of services. The plan includes all of the following components: an organizational chart for the company; job descriptions of key staff; descriptions of staff roles and responsibilities, identification of a project manager; and a clear explanation of how all staff will work together to provide all the services required by this RFP. The management plan identifies staff responsible for converting from another vendor's HMIS and these staff have prior experience converting a system similar in volume and features to that of Cambridge (this does not apply to the incumbent vendor).
Advantageous:	The proposer's Management Plan and Organizational Plan provide a good combination of staffing, coordination, and detailed description of implementation that provides a high level of assurance of the proposer's ability to meet the requirements of the scope of services. The plan includes all but one of the following: an organizational chart for the company; job descriptions of key staff; descriptions of staff roles and responsibilities, identification of a project manager; and a clear explanation of how all staff will work together to provide all the services required by this RFP. The management plan identifies staff responsible for converting from another vendor's HMIS and these staff have prior experience converting a system similar in volume and features to that of Cambridge (this does not apply to the incumbent vendor).

Not Advantageous:	The proposer’s Management Plan and Organizational Plan do not completely provide an adequate or clear combination of staffing, coordination, and detailed description of implementation; the plan provides a low level of assurance of the proposer’s ability to meet the requirements of the scope of services. The plan includes all but two of the following: an organizational chart for the company; job descriptions of key staff; descriptions of staff roles and responsibilities, identification of a project manager; and a clear explanation of how all staff will work together to provide all the services required by this RFP. The management plan identifies staff responsible for converting from another vendor’s HMIS and these staff have prior experience converting a system similar in volume and features to that of Cambridge (this does not apply to the incumbent vendor).
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2. Project Timeline

Highly Advantageous:	The proposal indicates that the proposer will be able to meet the proposed deadline and explains in detail both baseline and additional resources that will be available if necessary for ensuring that the project timeframe does not slip. The proposal’s timeline includes detailed descriptions of responsibilities for the proposer and customer related to data conversion and migration.
Advantageous:	The proposal indicates that the proposer will be able to meet the proposed timeframe but only provides a cursory level of service and a cursory statement of additional resources that will be available to ensure that the timeframe does not slip. The timeline includes steps related to data conversion and migration, but responsibilities are not specified.
Not Advantageous:	The proposal indicates that the proposer has committed to meeting the timeframe, but does not have additional resources to ensure that the project timeframe does not slip. The project timeline does not include detailed steps related to data conversion and migration.

C. User Experience

Highly Advantageous:	The proposal demonstrates consistency in user interface and functionality; intuitive and efficient user experience (no duplicate information requests, auto-population to other screens, information is derived and inferred from other responses where possible to avoid duplication or incongruence, and includes data quality warnings); and thorough user interface documentation, including all parts of the system from database administration to front-end experience. Additionally, the proposed HMIS supports usability on tablets and other mobile devices.
Advantageous:	The proposal demonstrates consistency in user interface and functionality; intuitive and efficient user experience (no duplicate information requests, auto-population to other screens, information is derived and inferred from other responses where possible to avoid duplication or incongruence, and includes data quality warnings); and user interface documentation, including all parts of the system from database administration to front-end experience.
Not Advantageous:	The proposal demonstrates only partial compliance with the following requirements: consistency in user interface and functionality; intuitive and efficient user experience (no duplicate information requests, auto-population to other screens, information is derived and inferred from other responses where possible to avoid duplication or incongruence, and includes data quality warnings); and user interface documentation, including all parts of the system from database administration to front-end experience.

D. Support, Training, and Customer Service

Highly Advantageous:	The proposal includes an excellent description that provides the highest assurance of the proposer’s ability to meet the following requirements of the scope of services: provision of technical documentation (data dictionary, reporting module guide, database design and navigation, workflow guidance, user manuals); online customer support center with capacity to report issues and track bugs; “Train the Trainer” modules; and quality assurance protocols related to every software upgrade, release or other system change.
Advantageous:	The proposal includes a good description that provides a high level of assurance of the proposer’s ability to meet the following requirements of the scope of services: provision of technical documentation (data dictionary, reporting module guide, database design and navigation, workflow guidance, user manuals); online customer support center with capacity to report issues and track bugs; “Train the Trainer” modules; and quality assurance protocols related to every software upgrade, release or other system change.
Not Advantageous:	The proposal includes an incomplete description that provides a low level of assurance of the proposer’s ability to meet the following requirements of the scope of services: provision of technical documentation (data dictionary, reporting module guide, database design and navigation, workflow guidance, user manuals); online customer support center with capacity to report issues and track bugs; “Train the Trainer” modules; and quality assurance protocols related to every software upgrade, release or other system change.

E. Core Functionality

Highly Advantageous:	The proposal includes an excellent, thorough description that provides the highest assurance of the software’s ability to fully meet the following requirements of the scope of services: includes capacity for document generation (readable, printable blank and completed forms); document upload storage included; built-in measures to prevent data entry mistakes and reporting to identify data entry errors; ESG Financial Assistance Fund tracking; case management tools (case notes, follow-up reminders); referral system and referral tracking; robust deduplication measures to identify and prevent duplicate client records; matching functionality to unduplicate records across agencies; and functionality to support a coordinated access system.
Advantageous:	The proposal includes a good description that provides a high level of assurance of the software’s ability to meet the following requirements of the scope of services: includes capacity for document generation (readable, printable blank and completed forms); document upload storage included; built-in measures to prevent data entry mistakes and reporting to identify data entry errors; ESG Financial Assistance Fund tracking; case management tools (case notes, follow-up reminders); referral system and referral tracking; robust deduplication measures to identify and prevent duplicate client records; matching functionality to unduplicate records across agencies; and functionality to support a coordinated access system.
Not Advantageous:	The proposal includes an incomplete description that provides a low level of assurance of the software’s ability to meet the following requirements of the scope of services: includes capacity for document generation (readable, printable blank and completed forms); document upload storage included; built-in measures to prevent data entry mistakes and reporting to identify data entry errors; ESG Financial Assistance Fund tracking; case management tools (case notes, follow-up reminders); referral system and referral tracking; robust deduplication measures to identify and prevent duplicate client records; matching functionality to unduplicate records across agencies; and functionality to support a coordinated access system.

F. Data Imports and Integration

Highly Advantageous:	The proposal thoroughly and clearly explains existing functionality for data imports from external databases, and demonstrates current direct experience with integrating HMIS data collected in an external database with data collected in the proposed HMIS. Data integration includes a user-friendly interface that accepts data in the HUD CSV and/or XML format, ensures data imports do not create duplicate records within the system, and allows for system-level reporting that includes data added to the system through imports. Additionally, data integrated into the database from external sources can be included in shared records when agencies have appropriate data sharing agreements and accompanying client release forms in place.
Advantageous:	The proposal thoroughly and clearly explains existing functionality for data imports from external databases, and demonstrates current direct experience with integrating HMIS data collected in an external database with data collected in the proposed HMIS. Data integration includes a user-friendly interface that accepts data in the HUD CSV and/or XML format, ensures data imports do not create duplicate records within the system, and allows for system-level reporting that includes data added to the system through imports.
Not Advantageous:	The proposal demonstrates commitment, through a clear and feasible plan, to building an open and flexible platform that maximizes opportunities for data integration from external databases. The plan would be in place within the first 3 months of implementation.

G. Data Analysis and Reporting

Highly Advantageous:	The proposal demonstrates robust and user friendly reporting functionality that includes pre-built reports, and the proposal demonstrates reporting features that support custom report writing with capacity to export to Excel and PDF. Reports and queries of the database are easy to build, save, share, and modify. The reporting functions are integrated, extensive, supported, configurable, and unlimited by size or frequency.
Advantageous:	The proposal demonstrates robust and user friendly reporting functionality that includes pre-built reports, and the proposal demonstrates reporting features that support custom report writing with capacity to export to Excel and PDF. Reports and queries of the database are easy to build, save, share, and modify.
Not Advantageous:	The proposal demonstrates reporting features that support custom report writing, and queries of the database are easy to build, save, and modify. The software does not include any pre-built reports or queries.

H. Software Demonstration

Highly Advantageous:	The software demonstration indicates full alignment with local priorities and requirements as defined in the RFP, including clear compliance with HUD standards; intuitive and efficient workflow for end users; effective import/upload functionality; and robust and user friendly reporting functionality. Additionally, the software demonstration shows a clear, well-designed, and flexible platform that includes opportunities for customization beyond the minimum HUD requirements.
Advantageous:	The software demonstration indicates full alignment with local priorities and requirements as defined in the RFP, including clear compliance with HUD standards; intuitive and efficient workflow for end users; effective import/upload functionality; and robust and user friendly reporting functionality.
Not Advantageous:	The software demonstration indicates partial alignment with local priorities and requirements as defined in the RFP, but does not meet all of the following requirements: clear compliance with HUD standards; intuitive and efficient workflow for end users; effective import/upload functionality; and robust and user friendly reporting functionality.

I. Quality of References

Highly Advantageous:	Each of the three references contacted commented substantively and positively on their experiences with the proposer in the following areas: responsiveness to customer service requests, high quality staff, successful data conversion experience, and knowledge of HUD HMIS standards.
Advantageous:	Two of the three references contacted commented substantively and positively on their experiences with the proposer in the following areas: responsiveness to customer service requests, high quality staff, successful data conversion experience, and knowledge of HUD HMIS standards.
Not Advantageous:	Only one of the three references contacted commented substantively and positively on their experiences with the proposer in the following areas: responsiveness to customer service requests, high quality staff, successful data conversion experience, and knowledge of HUD HMIS standards.

Article IV. Other Required Submissions- 4.01

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 NON PRICE PROPOSAL.

CORI Compliance Form-4.02

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 NON PRICE PROPOSAL.

Price Proposal-4.03

This price summary form must be submitted in a sealed envelope, separate from the technical proposal. Failure to adhere to this instruction will result in automatic disqualification of your proposal. All costs associated with the services set forth in this RFP must be included in the price. Price must remain firm for the entire contract.

DETAILED PRICE PROPOSAL FOR CONTRACT YEAR ONE

1. Implementation Services, including software customization, installation, training, technical support, and hosting \$ _____

Please attach a detailed cost breakdown indicating per hour cost and estimated number of hours, and other expenses.

PRICE FOR OPTION YEAR TWO

2. Implementation Services, including additional software customization, installation, Training, technical support, and hosting \$ _____

Please attach a detailed cost breakdown indicating per hour cost and estimated number of hours, and other expenses.

PRICE FOR OPTION YEAR THREE

3. Implementation Services, including additional software customization, installation, training, technical support, and hosting \$ _____

Please attach a detailed cost breakdown indicating per hour cost and estimated number of hours, and other expenses.

Company: _____

Address: _____

Phone: _____

Signature: _____

Name: _____

Title: _____ Date: _____

SIGNATURE OF BIDDER: _____

Appendix A. Sample, Articles of Agreement

**City of Cambridge
Articles of Agreement
SAMPLE**

Commodity:

File Number:

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

Address:

Telephone:

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/xx and ending on xx/xx/xx.

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

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

Amy L. Witts
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

Appendix B. Living Wage Ordinance

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.

File No. 6993- Request for Proposals for Homeless Management Information System by Thursday, September 24th, 2015 @ 11:00 AM

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.

For calendar year 2014 the CPI-U increased by 1.61%. Therefore the new living wage, as of March 1, 2015 is \$14.95.

Appendix C. General Terms and Conditions

LAWS:	All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
EQUAL OPPORTUNITY:	The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, isability,sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
TAXES:	Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
QUANTITIES:	Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
BID PRICES:	Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
DELIVERY AND PACKAGING:	Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.
MODIFICATION OF BIDS:	Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
REJECTION OF BIDS:	The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
AWARD OF CONTRACT:	Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
INDEMNITY:	Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
TERMINATION OF CONTRACT:	Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY:

The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Appendix D. CORI Ordinance and CORI Policy

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors

considered in determining suitability may include, but not be limited to the following:

- (a) Relevance of the crime to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007