

**File No. 5580 (A) Rebid-Time and Attendance Software for Cambridge Public Schools
Thursday, December 1, 2011.**

FORMAL BID	
FILE NO: 5580 (A) Rebid	
COMMODITY: Time and Attendance Software for Cambridge Public Schools	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303, Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, November 10, 2011**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, December 1, 2011. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal, File No. 5580A.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: "This envelope contains a bid for **File No. 5580 (A) Rebid-Time and Attendance Software for Cambridge Public Schools opened at 11:00 a.m. on Thursday, December 1, 2011**". **The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Email Address: _____

Name of Bidder: _____

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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, disability, 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.

Name of Bidder: _____

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TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to provide all labor, materials, equipment, transportation and supervision necessary to provide a vendor hosted **Time and Attendance Software for Cambridge Public Schools.**

A contract will be awarded to the responsive and responsible bidder offering the lowest price for a period of three years.

Prices must remain FIRM during the entire contract period.

Contract will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

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 with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto. The Bidder must be willing to sign the School contract. The City/School will not accept a bidder's terms & conditions.

Please submit your bid in duplicate (One original and one copy). Do not submit bids in hard binders.

Questions

Questions must be submitted in writing by 4:00 PM on Wednesday, November 23, 2011. All questions must be faxed to the Office of the Purchasing Agent, Attn: Cynthia H. Griffin, at 617-349-4008. Bidders will be notified of questions and answers in the form of an Addendum posted to the website.

Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums. Please check the bidders list on the website. If your firm is not listed on the bidders list click on "Vendor Registry" and notify us that you have downloaded the bid document.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Record Law

All bids or other materials submitted by the vendor in response to this Invitation for Bid will be open for inspection by any person in accordance with the Massachusetts Public Record Law.

Name of Bidder: _____

I. INTRODUCTION

A. Purpose

The Cambridge Public Schools is seeking to purchase and implement a vendor hosted Time and Attendance System that includes on-line timesheet entry, automated leave accrual calculations, automated approvals routing and leave balance reporting.

B. Project Background

The Cambridge Public Schools (CPS), located in Cambridge, Massachusetts, employs approximately 1,500 people, housed in 15 school buildings and a central administrative office building. Sixty percent are teachers. The workforce demographic consists of employees who work a variety of full and part-time schedules. Full-time work weeks range from 30 hours to 40 hours (e.g. 6 hour day, 7 hour day, and 8 hour day). Annual work plans include 10 month, 11 month and 12 month schedules. The majority of employees belong to one of eight collective bargaining units. Leave plan accrual rules are collectively bargained and vary from unit to unit.

The CPS intends to implement the time and attendance system throughout the organization and requires multiple methods of attendance reporting including, personal computer based individual timesheet entry, kiosk sign-in, time-clock sign in, and ID card scan sign-in. The CPS use PeopleSoft HRMS for payroll processing, Active Directory for authentication and First Class for email.

II. SCOPE OF SERVICES SPECIFICATION

A. Vendor

The Cambridge Public Schools shall enter a contract with one vendor. Vendor will provide the hosted system and will insure the successful functional and technical implementation. The contract will be managed by the Information, Communication and Technical Services Department. Submitted bids must demonstrate that the vendor can meet all the functional, technical and system requirements outlined in the specifications below. The contract will be awarded to the lowest, qualified bidder. The lowest, qualified bidder will be asked to provide a comprehensive demonstration of all functional and technical requirements prior to final bid award. The City makes the final determination of qualified bidder.

B. Functional Specifications

1. Secure, web-based graphical user interface to facilitate timesheet entry, supervisory approval of timesheets, delegated timesheet entry (timekeeper function), leave requests and accrual balance lookups.
2. Industry-common graphical user interface employing obvious navigational controls including menus, toolbars, pop-ups, rollovers and buttons.
3. Easy to use, intuitive, and requires minimal navigation to complete attendance reporting.
4. Automated leave accrual calculations, including annual allocations, accurate deduction of time used from specific leave types, automatic recalculation of leave balances based on approved timesheet submission. Pro-rata holiday and benefit accruals for part-time employees.
5. Must accommodate all leave accrual rules in CPS's 30+ leave accrual plans (summary of plans included with this document).
6. Maintains separate benefit accruals for sick time, vacation time, personal time and compensatory time.
7. Allows overlapping accruals; for example, 2 of 3 personal days are deducted from sick time accrual.

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8. Automated leave requests and approvals; management view of time off requests and time off approvals.
9. Automated leave of absence requests, approvals, and tracking.
10. System must accommodate employees who have multiple positions whose job categories and accrual rules are unique.
11. Allows and facilitates conversion of accruals when employee job transfer requires different leave plan.
12. Automated approvals routing. Ability to designate multiple levels of approvals based on employee, employee group, or job location. Ability to designate temporary approvers (with time limits).
13. Attendance reporting by individual employee or by designated timekeeper; method of attendance recording may be designated based on employee, employee group or location. Multiple methods will be implemented.
14. Attendance reporting either by exception-based or positive time entry. Must be able to designate method by employee, job category or location. Multiple methods will be implemented.
15. Multiple methods of employee attendance recording must include personal computer and smartphone-based (including iPhone) individual timesheet entry, kiosk sign in, time-clock sign in and proximity ID card scan sign in.
16. System must require positive assertion of timesheet correctness and submission by employees and timekeepers.
17. E-mail notifications for user-required conditions such as: timesheet approval pending, missing timesheet.
18. Secure user permission system with a flexible configuration facility for setting permission constraints on user interactivity based on job category, FTE and location.
19. System for auditing all changes to leave balances, and access to all audit reports.
20. Comprehensive set of standard reports.
21. Report writing tool to generate user-defined ad hoc reports (for example, Crystal reports). Report generation must employ filtering, sorting, field selection and ordering, and grouping mechanisms to enable full control over output presentation.
22. Vendor must be able to provide, at implementation, a custom report for end of year accounting purposes.
23. May be configured to allow negative accrual balances as well as to prevent them.
24. User configuration of open and closed periods for timesheet editing and submission, including automatically locking after submission.
25. User corrections to closed prior period timesheets, with supervisor approval.
26. Manual adjustments to time accruals, with approvals routing, and audit tracking.
27. Online, context-sensitive, searchable help within the application; on-line tutorials and training aids.
28. Keyboard data entry and full navigation.
29. Intuitive calendar pop-up for date fields.
30. Configurable system calendar that accounts for regular and floating holidays and other non-working days.

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31. All customizations added either by vendor or by CPS must automatically migrate to future vendor releases. Leave plan rules developed or modified in the testing environment must migrate automatically to the production environment.
32. User-defined fields to be created, displayed on the main timesheet screen, and used in reports and queries.
33. Accrual configuration tracks balances in hours, and accommodates 6, 7 and 8 hour per day work schedules.
34. Overtime reporting and pay calculations.
35. Compliance with FMLA and Massachusetts and federal labor laws and mandates. Supports changes in government regulations that occur over time.

C. Technical Specifications

1. Must be accessible via the Internet, from any web browser, IE 7.0 or higher, Safari 4.0 or higher, or Firefox 4.0 or higher.
2. Must not require custom plug-ins or Flash in order to operate with the widest set of browsers.
3. Must be fully functional from both Macintosh and PC client workstations.
4. Must allow access using smartphone and iPad technologies.
5. Must authenticate securely against CPS's Active Directory system, or authenticate using Secure LDAP.
6. Must be able to send messages and alerts by standard email.
7. Must be secured by SSL protocols and certificates.
8. Must allow the importation of data from external sources in common formats, such as CSV.
9. Report output must be available in CSV and PDF formats.
10. "Print Screen" function, and facility to send report output to the screen, printer or file.
11. An audit log must be maintained for every data transaction, and made accessible to CPS administrators. This log may not be modified or purged.
12. External time clocks must have a fail-safe mechanism to preserve data in the event of a power loss.
13. System should remember each user's past navigation and favorites and make them available to the user in subsequent sign-ons.
14. System must provide a seamless interface for physical time clock, swipe system and smart phone data input.
15. System must acquire external clock data in real time.
16. System must automatically adjust for Daylight Savings Time.

D. Vendor- Hosted System Requirements

1. Vendor must provide 24/7/365 user and clock access to the servers, and have at least 99% uptime. Vendor must monitor servers and system operations, and notify CPS upon detection of any downtime or service outages.

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2. All planned system downtime for maintenance must occur outside the hours of 6am and 5pm (ET), and with prior notice to CPS.
3. Vendor will be responsible for maintaining current and complete backups of the server software and data, and must be able to switch over to an alternative working server within 1 hour of any system, software or data failure.
4. Vendor will provide a viable disaster recovery plan for the system. Must have fail-safe backup system with offsite storage and recovery system (for full restore within 2 hours).
5. Vendor will maintain security of CPS data by employing at least 128-bit encryption, intrusion detection and virus protection. Access to the server must be restricted to SSH, HTTPS and sFTP, or similarly secure protocols.
6. Vendor will restrict access to CPS data to required vendor personnel, and not disclose this data to any 3rd party.
7. Vendor will maintain current escrow storage of CPS software and data, and will facilitate complete download of all CPS data upon request.
8. Vendor will maintain a technical support help desk for email and telephone support, with response time within 1 hour during the hours of 6am and 6pm (ET). Resolution of 80% of technical support issues must occur within 12 hours.

E. Project Implementation

1. Vendor will insure that system is correctly configured to meet all of CPS functional requirements
2. Vendor will work with CPS to develop all required interfaces between time and attendance system and CPS systems, including Active Directory, and any external sign-in methods implemented (scan, kiosk, time punch clocks, smartphones).
3. Vendor will coordinate functional testing to insure accuracy of configurations.
4. Vendor will provide trainer and user training, and user documentation.

III. BID SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the determination that your bid is non responsive unless the City deems such a failure to be a minor informality. (1-3)

1. Please provide the names, telephone numbers, street addresses and email addresses of 3-5 references of current clients using the vendor's time and attendance product. These references must include:
 - a. At least three clients that are K-12 school districts with 1,000 or more employees who are included in the school's time and attendance database.
 - b. At least one K-12 school reference that includes teachers in their time and attendance database.
 - c. At least 2 clients that authenticate their time and attendance users against their Active Directory system or use Secure LDAP to authenticate.

The Cambridge Public Schools reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting less than excellent past performance by the bidder.

2. *Please submit a written response to each of the functional and technical specifications and the hosted system requirements detailed in Section II, Scope of Services Specifications (Sections II-B, II-C; and II-D). Response may be as simple as the word "yes."*

Name of Bidder: _____

3. Please submit a written description of the Vendor's approach and timeline for system implementation, including configuration, interface development, functional testing and user training (Section II-E).

IV. QUALITY REQUIREMENTS

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following Quality Requirements (1-5)

1. Vendor can meet all functional, technical specifications and system requirements as defined in Section II, Scope of Services Specifications, of this document.

YES NO

2. The Vendor has at least two current clients using its vendor-hosted time and attendance system that have integrated with Active Directory or secure LDAP.

YES NO

3. The Vendor has at least three current clients using its vendor hosted time and attendance system that are school districts with at least 1,000 employees who are included in the school's time and attendance database, and at least one of which includes their teachers.

YES NO

4. Vendor has staff available to begin implementation within 45 days of the fully executed contract.

YES NO

5. Bidder can provide, upon request, proof of financial solvency.

YES NO

V. PRICE PROPOSAL-

The total bid price must include all cost associated with implementation, vendor hosting, hardware purchase and hardware maintenance.

		Per Unit Cost	Units	TOTAL ANNUAL COST
YEAR I	Implementation Costs		1	\$
	Monthly Hosting Costs*	\$_____ Per employee per month	1,500 Emp.	*\$
	OR			
	Annual License Fee			\$
	Hardware Purchase Price	\$_____ Per device	50	\$
	Annual Maintenance-hardware	\$_____ Per device	50	\$
TOTAL YEAR I:				\$
YEAR II	Monthly Hosting Costs*	\$_____ Per employee per month	1,500 Emp.	*\$
	OR			
	Annual License Fee			\$
	Annual Maintenance-hardware	\$_____ Per device	50	\$
TOTAL YEAR II:				\$
YEAR III	Monthly Hosting Costs*	\$_____ Per employee per month	1,500 Emp.	*\$
	OR			
	Annual License Fee			\$
	Annual Maintenance-hardware	\$_____ Per device	50	\$
TOTAL YEAR III:				\$
GRAND TOTAL COSTS FOR YEAR I, II AND III				\$
<i>“Total Bid Price”</i>				

* *monthly employee hosting charge X 1,500 employees X 12 months = Annual Cost*

Total Bid Price in words: _____

Signature: _____

Software License- Do not submit the Software License document with your bid. The terms of the Software License will be negotiated after the winning bidder has been determined.

Name of Bidder: _____

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Address

City

State

Zip Code

Name of Bidder: _____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person
signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

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

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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;

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- (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

City of Cambridge CORI Policy

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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;

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- (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.
24. 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.
25. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
26. 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

City Of Cambridge/Cambridge Public Schools
Articles of Agreement
For Materials, Supplies, Equipment or Services

SAMPLE, SAMPLE, SAMPLE

Commodity:
File Number:

This agreement is made and entered into this _____, by and between the **City of Cambridge/Cambridge Public Schools**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").

Address:

Telephone, Fax, E-mail:

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.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The **City of Cambridge/Cambridge Public Schools** agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice 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 of Cambridge/Cambridge Public Schools**, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the **City of Cambridge/Cambridge Public Schools** 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 of Cambridge/Cambridge Public Schools** may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the **City Of Cambridge/Cambridge Public Schools** 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.

Name of Bidder: _____

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Thursday, December 1, 2011.**

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 Of Cambridge** 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 of Cambridge/Cambridge Public Schools** 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 of Cambridge/Cambridge Public Schools** may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assign ability. 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 four other identical instruments set their hands the day and year first above written.

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

The Contractor:

Donald A Drisdell
City Solicitor

Signature

Robert W. Healy
City Manager

Name (printed)

Secretary of the School Committee
For the Cambridge School Committee

Cynthia H. Griffin
Purchasing Agent

Name of Bidder: _____