INVITATION FOR BID	If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.
FILE NO: 6006	
COMMODITY: Student Information System 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, January 10, 2013,** 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**, **January 31, 2013. 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. 6006.**

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 **Student Information System for Cambridge Public Schools opened at 11:00 A.M. on Thursday, January 31, 2013". 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 Invitation For 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:_____

Name of Bidder:_____

GENERAL TERMS AND CONDITIONS

LAWS:

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:_____

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

The undersigned hereby proposes to provide **Student Information System for Cambridge Public Schools all in accordance to the Scope of Services included in this Invitation for Bid. 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.

Pre-bid Conference Call
It is highly recommended that all interested bidders join the pre-bid conference call.

When: Wednesday, January 16, 2013

Time: 1:00 PM EST

Details are as follows: To join the telephone conference, please call (712) 432-0900. The meeting ID number 333373 followed by a #. If you should have any technical problems in joining the conference, please call the Help Desk at (617)-349-4839.

Questions
Questions must be submitted in writing by 4:00 PM on Tuesday. January 22, 2013. All questions must be faxed to the Office of the Purchasing Agent, Attn: Cynthia H. Griffin, fax number 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 (CPS) is seeking to purchase and implement a CPS hosted Student Information System (SIS) that includes: teacher, administrator, student and parent interfaces; teacher gradebook; master scheduler builder; full interactive reporting; SIF-compatibility and direct SQL access.

B. Project Background

The Cambridge Public Schools, located in Cambridge, Massachusetts, serves approximately 6,400 students, in 15 school buildings and a central administrative office building. Over 700 faculty members teach and support pre-K, elementary, upper campus and high school programs. A full after-school program is supported.

The district has been served by a full-featured SIS that will be replaced by school year 2013-14. Scheduling and preparation will be accomplished within the existing system, with all data conversion to the new SIS to be completed by the summer of 2013.

II. Scope of Services Specification

A. Vendor

The Cambridge Public Schools shall enter a contract with one vendor. Vendor will provide a complete Student Information System to be hosted within the district. Vendor will ensure the successful functional and technical implementation. The contract will be managed by the Information, Communication and Technical Services (ICTS) Department at CPS. Vendor must demonstrate that it can meet all the functional, technical, system and quality requirements outlined in the specifications below based on written bid response. The contract will be awarded to the lowest, qualified bidder. This bidder will be asked to provide a satisfactory demonstration of functional and technical requirements prior to final bid award. The City of Cambridge makes the final determination of qualified bidder.

B. Functional Specification

1. Attendance

a) Daily attendance set by clerk and optionally pushed to all classes
b) Class attendance taken by teachers, co-teachers or substitute teachers
c) Tardy and Dismissal entries with time specification ("current" or time)
d) Ability to automate attendance violation failure (AVF) reports and grade calculations
e) Attendance codes pushed to any group of students
f) Students' daily attendance automatically set by their active suspensions
g) Substitute teacher temporary access for attendance

2. Discipline

    a) Local discipline codes mapped to MA DESE / NCES codes
    b) Required state forms automatically attached for bullying incidents
    c) Ability to restrict access to discipline records to roles and individuals
    d) Discipline investigation step in workflow

3. Grading

    a) Ability to have two different 4th quarter dates and grade posting periods - one for seniors and one for others
    b) Ability to lock quarter grades, with administrative override, but keep gradebook open for changes
    c) Ability to manage four real-time CPS GPA calculations; linked to year of use
    d) Ability to post transfer courses, grades, and credit on CRLS transcript with school name
    e) Independent grade mappings: letter to numeric and numeric range to letter
    f) Ability for teachers to post marking period grades only with separate admin process for final grade calculations
    g) Clear relationship and timeframe between gradebook and saved grades
    h) Free comments entered by teachers (appended to canned comments), with option to turn off
    i) Grade posting override from gradebook by teachers (only during open posting period)
    j) Gradebook assignments copied to other classes, quarters and years
    k) Gradebook assignments made visible by date
    l) Standards and rubrics attached to courses and assignments

4. Data

    a) Full access to student records and class webpages by co-teachers
    b) OSE liaisons, coaches and activity supervisors allowed access to subset of student data
    c) Scheduled data import and export procedures
    d) Vendor importation of 12 years of demographic, scheduling, staff and assessment data
    e) Ability to configure and load local assessments (eg: Math, ELA, Spanish, Sciences, Univ. screener)
    f) Ability to load standardized assessment data (eg: MCAS, SAT, PSAT, ST9, MEPA, MELA-O, DIBELS) including test items
    g) Ability to align assessment import fields with corresponding SIS fields and thus "Self Configure" the import process without creating a unique import
    h) Athletic and activity eligibility management
    i) Creation of "persistent groups" (w/o "dummy class" scheduling)
    j) Creation of fully integrated CPS-defined data fields
    k) Tools for mass updating of any fields

5. Faculty and Staff Portals and User Interface

    a) Clerical data access using less than 4 mouse clicks
    b) Search fields with intelligent boolean filtering with multiple criteria
    c) Use of dashboard widgets (including widget creation)
    d) Creation of district web pages (replacing existing CMS)
    e) Creation of teacher webpages, linked to gradebook, for student and parent collaboration.

Name of Bidder:_____

f) Flexible options to send or restrict parent mailings in the same household
g) Mobile apps access support (iOS, Droid)
h) Smart data entry for date, time, telephone and existing data (recognizes multiple formats)
i) Saved and publishable queries
j) Out of School Time (OST) program tracking and collaboration
k) Teacher access to other teacher's gradebook
l) Ability to manage all race permutations
m) Flexible options to link family members' addresses and phone numbers
n) Ability to easily locate and combine multiple instances of the same person
o) Addresses validated by mapping software
p) Body Mass Index (BMI) fitness testing interface
q) Smart search to match new with existing persons using multiple criteria, and allowing duplicates to be combined
r) Tasks and temporary groups remembered by system
s) Visible graduation requirements
t) Spell checking optional in any designated text field
u) Contextual help and training system

6. Parent and Student Portals and User Interface

a) Parent waivers opt out facility (AUP; Media, Military Release, Look book)
b) Family demographic data updating by parents (submitted to clerks for validation)
c) Separate Parent and Student portals for schedules, grades, course requests and conduct data (eg: date of return from suspension)
d) Assignment uploading by students, linked to gradebook
e) Notification on Parent portal for grades and attendance reaching defined thresholds

7. Reporting

a) Ability to publish report cards, progress reports and transcripts to parent and student portals
b) Interactive reports using any subset of data elements, with filtering, sorting, grouping, and summarizing; and output to CSV format
c) Ability to search for missing data in CPS-specified fields
d) Creation, customization and sharing of reports to dashboard by teachers
e) IEP at-a-glance documents (PDF) linked to student record
f) Summary IEP data available
g) Ability to analyze data
h) Customizable standards-based report cards
i) CPS-defined BMI fitness report card
j) Template to print honor roll certificates
k) MA DESE-compatible SIMS and EPIMS reporting with all required data elements stored in SIS (must be ready by August 2013)
l) Validation facility for state report data
m) Ability for bulk multi-page student reports to break on correct odd-even pages
n) WYSIWYG report designer for report cards, progress reports, transcripts, letters and ad hoc reports
o) Intuitive ad hoc report writer with output to Excel
p) Canned comments (for Report card and Progress reports) configurable for home languages
q) Formatted report card and transcript online automatically based on parents' home language setting

8. Scheduling

    a) Option for parents and students to enter course requests
    b) Ability to limit the number of special education seats that can be filled in a section
    c) Instructional (ability) levels and section types (eg: bi-lingual) to control section placements (esp. for Special Ed, AP students)
    d) Ability to record and track an instructional level for each student in each of 5 subject areas
    e) Ability to restrict enrollment in specific sections by grade of student
    f) Resource (eg: seats) and attribute (eg: gender) balancing parameters
    g) Ability to set alternative selections for each course
    h) Ability to manage class changes with grade transfer options (course deleted or replaced, grades moved or remaining)
    i) Ability to manage semesters, trimesters, alternate days (S, B) and multiple period configurations
    j) Ability to create multiple scheduling scenarios for "optimal fit" testing
    k) Course pre-requisites and sequences, and teacher qualifications used in scheduling
    l) Make up credits accommodated without creating a special course
    m) Ability to use multiple windows when changing student schedules
    n) Ability to make shared teacher schedules visible, and in multiple buildings
    o) Scheduling "whiteboard" report (master time-space matrix)
    p) Intuitive student scheduling interface

9. Misc

    a) Simultaneous access to the same student data by multiple users
    b) Single login required for staff who are also parents
    c) Ability to send emails to staff, students and parents
    d) Integration with Google Apps with student-to-teacher sharing
    e) Integration with other systems (ConnectEd, EasyIEP, teacher webpages, analytics, user community)
    f) Rules and workflow scripts
    g) Textbook management facility
    h) Active vendor User Group and web forums
    i) Parent and staff training materials and videos
    j) Help desk ticket tracking
    k) Established stability of company
    l) Significant customer base in MA (greater than fifty (50) districts)

C. Technical Specifications

1. Access to database via SQL, Access and ODBC
2. Fully web-based and cross-platform
3. SIF-compatibility
4. Customizable data screens that are preserved through upgrades
5. Multiple system instances (testing, production, staging)
6. Oracle database support
7. Ability to purge mandated portions of student record after graduation
8. Auditing available for any field

Name of Bidder:_____

9. Source code access for screen templates, reports, imports, exports and procedures
10. Ability to use wildcard SSL certificates
11. Record locking to prevent data loss when accessed by multiple users
12. Security roles granted for tables and records with independent privilege settings
13. Field level security per role
14. Security through use of persistence layer between application layer and database
15. Accessible via the Internet, from any web browser, Internet Explorer 7.0 or higher, Safari 4.0 or higher, Firefox 7.0 or higher, Google Chrome 10.0 or higher
16. No requirement for custom plug-ins or Flash in order to operate with the widest set of browsers.
17. Fully functional from both Macintosh (OSX 10.6 or higher) and Windows (XP or higher) client workstations
18. Access using smartphone and iOS (eg: iPad, iPhone) technologies
19. Logins authenticated against CPS's Active Directory system
20. Ability to send messages and alerts by standard email
21. Ability to import data from external sources in common formats (eg: CSV)
22. Report output available in CSV and PDF formats
23. Ability to "Print Screen" and send report output to the screen, printer or file
24. Audit log containing date and time, change, user and IP address; recorded and maintained for every data transaction; and made accessible to CPS administrators. This log may not be modified or purged.
25. Retention of each user's past navigation and favorites, and made available to the user in subsequent sign-ons
26. Cut, copy and paste, and multiple undo capabilities throughout the software.
27. Automatic adjustment for Daylight Savings Time.
28. Clear and timely error reporting and action guidance.

D. System Requirements

1. All planned system downtime for maintenance must occur outside the hours of 6am and 5pm (ET) Monday through Friday, and with prior notice to CPS
2. Vendor will be responsible for installing all system upgrades without additional charge, and will give CPS the option to decline any upgrade. Vendor will issue release notes prior to each proposed system upgrade
3. Vendor will restrict access to the system and CPS data to required vendor personnel. Vendor will not disclose this data to any 3rd party
4. 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 5pm (ET). Resolution of 80% of technical support issues must occur within 12 hours
5. Vendor will maintain multiple instances of the system including: testing, production and staging

E. Project Implementation

1. Vendor will insure that system is correctly configured to meet all of CPS functional requirements
2. Vendor will complete all custom work required to meet the requirements by May 2013, or within three months of contract signing, whichever comes later.
3. Vendor will work with CPS to develop all required interfaces between the SIS and other CPS systems, including Active Directory and EasyIEP.
4. Vendor will coordinate functional testing to insure accuracy of configurations.
5. Vendor will provide train-the-trainer training, online searchable help and user documentation.

III. Bid Submission Requirements

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 8,000 or more students, who have been using the SIS for more than 2 years after implementation.

      _____

      _____

      _____

      _____

      _____

   b. At least two clients that authenticate their SIS users against their Active Directory system or use Secure LDAP to authenticate.

   References may overlap. 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."

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

Name of Bidder:_____

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 (1-6)

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 Student Information System that have integrated with Active Directory or secure LDAP.

   YES **NO**

3. The Vendor has implemented their SIS in at least ten (10) successful K-12 school districts with 8,000 or more students. Each district will have been using the SIS for more than 2 years after implementation.

   YES **NO**

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

   YES **NO**

5. Vendor is the developer and maintainer of the software.

   YES **NO**

6. Vendor has been marketing their time and attendance system for at least 10 years.

   YES **NO**

Name of Bidder:_____

E. Price Proposal

The total bid price must include all cost associated with software licensing and purchase, implementation, data conversion, interface and custom development, maintenance, travel, training and documentation. Custom development should be listed separately as indicated below.

		Per Unit Cost	**Units**	**Total Annual Cost**
Year 1	Implementation Costs			**$**
	Custom Development			**$**
	Annual Maintenance Fee			**$**
			TOTAL Year 1:	**$**
Year 2	Annual Maintenance Fee			**$**
			TOTAL Year 2:	**$**
Year 3	Annual Maintenance Fee			**$**
			TOTAL Year 3:	**$**
GRAND TOTAL COSTS FOR YEAR 1, 2 and 3 "Total Bid Price"				**$**

Total Bid Price in words: _____

Signature: _____

Email Address:_____

Software License- Do not submit a Software License document or other conditions with your bid.

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.

_____
(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

Name of Bidder:_____

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose
2.112.062 Definitions
2.112.063 CORI-Related Standards of the City of Cambridge
2.112.064 Waiver
2.112.065 Applicability

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform

CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

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

Name of Bidder:_____

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.

Name of Bidder:_____

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

Name of Bidder:_____

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.

Name of Bidder:_____

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;
    (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

Name of Bidder:_____

SAMPLE
City Of Cambridge/Cambridge Public Schools
Articles of Agreement

for Materials, Supplies, Equipment or Services

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 _____, a corporation duly organized and existing under the laws of the State of _____("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.

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_____-.

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.

Name of Bidder:_____

Except as otherwise provided in the Articles of Agreement, the **City of Cambridge/Cambridge Public Schools** may terminate the contract upon seven days notice.

Name of Bidder:_____

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.

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:**
_____	_____
Nancy E. Glowa **Acting City Solicitor**	**Signature**
_____	_____
Robert W. Healy **City Manager**	**Name (printed)**
_____	_____
Secretary of the School Committee	**Cynthia H. Griffin**

Name of Bidder:_____

For the Cambridge School Committee **Purchasing Agent**

Name of Bidder:_____