

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: 6087	
COMMODITY: Master Control Playback System	
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, April 4, 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, April 25, 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, Purchasing Bid List, Invitation for Bid, File No. 6087**

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 Invitation for 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 **"Master Control Playback System" opened at 11:00 A.M. on Thursday, April 25, 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: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, isability,sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

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

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

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

Name of Bidder: _____

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

The undersigned hereby proposes to provide **Master Control Playback System** 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.

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 City's contract. The City 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, April 17, 2013

Time: 1:00 PM EST

Details are as follows: To join the telephone conference, please call 1-605-474-4000. The meeting ID number 414575 followed by a #. If you should have any technical problems in joining the conference, please call the Help Desk at 1-877-482-5838

Questions

Questions must be submitted in writing by 11:00 AM on Thursday, April 18, 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.

Name of Bidder:_____

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

I. INTRODUCTION

A. Purpose

The Media Arts Studio (MAS) is a fully equipped digital media production facility. The MAS houses a studio with a master control area, 2 classrooms, 2 edit suites, an audio recording booth, and a 3 channel cablecast and media transfer station. This award winning facility is home to Cambridge Educational Access Television (CEATV), Rindge School for Technical Arts (RSTA) Media Technology program and 22 CityView, the cable entity and municipal channel for the City of Cambridge.

The City of Cambridge and the Cambridge Public Schools (CPS) wish to purchase a new Master Control playback system for our Media Arts Studio. This will include equipment, installation of equipment, training and ongoing technical support. We are requesting proposals for a Master Control playback system to cablecast programs seamlessly, on our three (3) cable TV channels 24/7, including digital program files, DVD and DVCam sources, live transmissions and satellite programs.

B. Project Background

With over 105,000 people located in a 6.25-mile area, Cambridge is a unique community with a strong mix of cultural and social diversity, intellectual vitality and technological innovation. The Cambridge Public Schools serve approximately 6,000 students housed in 15 school buildings across the district. Educational and Government Access channels reach over 34,000 subscriber homes, offering a unique view of our community, featuring news and information, and event and sports coverage for the City.

CEATV oversees two cable channels - SMART TV98 and CPS TV99 - serving the Cambridge community, and especially the educational community affiliated with the Cambridge Public School system. SMART TV98 (Student-Media-ART Television) cablecasts professionally produced educational programs, original work from students and faculty, school events including sports and programming acquired from other educational access facilities. CPS TV99 (Cambridge Public School Television) highlights school news and information including school committee meetings and programs from other educational, nonprofit and government sources. The electronic Bulletin Board provides an up-to-date source for information about the school district and Cambridge community. Programming on the channels is a dynamic reflection of the educational experience in Cambridge.

Name of Bidder: _____

The Office of Cable Television/22-CityView is responsible for the television and audio production needs related to the programming of the City of Cambridge Municipal Television Channel. 22-CityView, operating within the Cambridge broadcast footprint, is a resource that provides both original and acquired programming drawn from and relating to the City of Cambridge. The channel strives to provide its viewers with a sense of the overall vitality that is associated with the city in the areas including, but not limited to, education, culture, arts, health & human services and history.

II. SCOPE OF SERVICES SPECIFICATION

A. Vendor

The City of Cambridge shall enter a contract with one vendor. Vendor will provide the Master Control playback system and will insure the successful functional and technical implementation. The City Office of Cable Television and the CPS Information, Communication and Technical Services Department will manage the contract. 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 priced qualified, responsive and responsible bidder. The lowest priced responsive and responsible bidder will be asked to provide a comprehensive demonstration of all functional and technical requirements prior to being awarded a contract.

B. Functional Specifications

A playback system for the Media Arts Studio will cablecast programs seamlessly, on 3 cable TV channels 24/7; including digital program files, DVD and DVCam sources, live transmissions and satellite programs. The most resource intensive scenario faced in current operations is the simultaneous transmission of up to three live video sources with unique downstream graphics to three cable channels, with pre-scheduled and automated encoding of all three live sources for later file-based playback.

Following are specific functional requirements:

1. Playback and Library servers:

- a) Ability to broadcast digital program files off of the playback server, back to back, without interruption, on three (3) cable TV channels 24/7.
- b) Ability to cablecast and transition seamlessly between programs recorded in various formats, including:
 - a. SD and HD
 - b. MPEG2, MPEG4, H.264
 - c. 1080p, 1080i, 720p, 640i
 - d. NTSC
 - e. Audio: analog/digital, AC3, AES/EBU, audio embedded in SDI stream
 - f. 16x9, 4x3
- c) Must automatically up/down convert in transition between SD, HD, MPEG2, MPEG4, and H.264 files.
- d) Must provide RAIDed storage for up to 2000 hours of SD programming with ability to expand storage at a reasonable cost.
- e) Library Server must be expandable as programming library grows.

Name of Bidder: _____

- f) Access to these servers must be web-based, controllable using role, group and individual-level permissions.
- g) System must be programmable for automated program switching in the event of sustained loss of signal exceeding five (5) seconds.
- h) Must be able to synchronize the system to either an in-house Master Clock or to the atomic clock via NTP.
- i) Ability to control multiple external routing switchers and non-server playback devices- - such as DVD, DVCAM and BluRay devices, satellite receivers and/or satellite controllers--using industry standard protocols; external control of devices such as 422 and 232 a plus; ability to perform multiple commands simultaneously, such as device starts and router switches.
- j) Must provide ability to preview files, with fast-forward and rewind control, using a standard web browser.
- k) Must provide ability to schedule and perform back up of program files, schedules and metadata onto other media such as AIT tape, DLT tape, external RAID storage and to the web.
- l) Must provide a means for generating DVDs of single programs upon request.

2. Scheduling:

- a) Building schedules should be a “drag and drop” process for system operators.
- b) Scheduling events should automatically create router switch events.
- c) Server must provide ability to search files using metadata field.

3. Ingest:

- a) System must be capable of ingest from DVD, DVCAM, USB key and live feed and have reasonable upgradeability for ingest from future formats.

4. Encoding:

- a) Must provide a minimum of TWO HD-SDI stand-alone encoder channels.
- b) Must have capacity to continuously encode live sources while simultaneously playing same sources to the air.
- c) Encoding must be schedulable and automated.
- d) Must encode live sources for later same-day playback and automated playback.
- e) Must have capacity to overwrite pre-existing files during encode
- f) Ability to encode content with as little as two seconds between stop and restart when creating multiple files.
- g) Must provide option for normalizing audio of encoded files.
- h) Encoders must report encoding failures to staff in real-time.

5. Transcoding:

- a) Ability to transcode content to other formats as needed. Ability to select specific files for automated transcoding through the automation system interface desired. See preferred file formats below.
- b) Must transfer or deliver transcoded files to remote locations automatically.
- c) Support H.264 MPEG2, MPEG4, QT NTSC, AVI, MP3, AAC, AC3 codecs.

6. Metadata:

- a) Must import schedule data through common database-friendly file formats.
- b) Must export schedule data via RSS or other technology to a web interface
- c) Must export schedule and detailed program reporting data through common database-friendly formats. Reports on programming statistics should be readily generated on demand, and metrics should include important details including:
 - a. Total hours of programming on each cable channel per day/wk/month/yr
 - b. Total hours first-run programming on each channel per day/wk/month/yr
 - c. Total number of plays of individual programs or program categories
- d) Must provide flexible metadata system.
- e) Must provide notifications of failures or errors to operators of missing files, failed playback, etc.
- f) Must provide easy means of duplicating schedule blocks, days, weeks, etc.
- g) Must store versions of schedules for later use.
- h) Must provide integration with common third-party listings sites (Comcast cable operator, TV Guide) via EPG data to both IP or DVB-ASI.

7. Downstream Graphics:

- a) Must provide distinct downstream key graphics for file playback and live sources (true DSK) for each of the 3 channels; each TV channel should have the capacity to run downstream graphics independent of the other. This should be controlled by the systems web interface and schedulable
- b) Must provide "bulletin board" style display of graphics slides on all three cable channels; must accommodate 3 separate bulletin board channels.
- c) "Bug Generator" should be included in the system for each channel with separate key layers for bug and downstream graphics giving the system operator the ability to control each layer independently.
- d) Must provide authoring interface with multiple user accounts for composing graphics offline.
- e) Must leverage metadata for generating graphics and creative content with ability to link unique messages to specific show records or show runs.

In other words, must be able to grab schedule information and display this information on air automatically. (e.g. crawl alerts, "Coming up next..." "You have just watched..." "This program will be seen again...")

- f) Must leverage RSS and XML data sources for displaying information from external sources.

8. Channel Digital Signage (Electronic Bulletin Board):

- a) Must provide web based authoring interface with multiple user accounts for composing graphics offline
- b) Must schedule graphics to display on specific date, day of week, time of day.
- c) Automatically receive and display program schedules from cablecast server.
- d) Facilitate departments' inputting and formatting their own messages as they wish and submitting them for staff approval, editing and scheduling.

- e) Stale messages can be parked "offline" for later recall and updating.
- f) Permits importing of common text and image formats.

9. Miscellaneous items:

- a) Must furnish redundant power supplies on all electronic components and redundant fans on all servers.
- b) Must conduct file transfer operations through no less than one gigabit Ethernet network.
- c) Must be easily serviceable in case of mechanical failure, with hot-swappable components so that adding or replacing drives or fans does not require taking down the servers.
- d) Must include optical (CD/DVD/Blu-Ray) drive plus multiple USB and Firewire ports for connecting temporary external data devices.
- e) Must provide integration with existing VOD system; MediaCAST
- f) Must have the capacity to expand for future added channels
- g) System must have user friendly, efficient and accessible design.
- h) Must have an SDI router with I/O of at least 32 SD/HD/3G SDI signals
- i) Must have the ability to convert up to 14 analog comp or YUV sources with analog audio to SD/HD SDI and embed analog audio. This converter must be a frame sync with the ability to accept external sync from house analog sync.
- j) The system must have the ability to output the final signal from all three channels as both SD/HD SDI with embedded audio and analog composite with analog audio simultaneously.
- k) Provide racks and consoles as required for system.
- l) Must be fully functional by July 12, 2013.
- m) Must train operating staff by July 12, 2013.

C. Vendor Support Requirements

1. 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 (EST). Resolution of 80% of technical support issues must occur within 12 hours.
2. Vendor will maintain remote access for on site troubleshooting and repair
3. Vendor will provide replacement parts/spare parts when off site repairs are required. This should include cross shipping of vital system components, digital signage player, video server, storage, etc.

D. Project Implementation

1. Vendor will insure that system is correctly configured to meet all functional requirements
2. Vendor will work with MAS to develop all required interfaces between the MAS systems including CPS and City networks, MediaCAST media distribution system, satellites and other live sources, studio, edit suites and classrooms including necessary converters and hardware.
3. Vendor will coordinate functional testing to insure accuracy of configurations.
4. Vendor will provide user training and all manuals and other related documentation.

III. BID SUBMISSION REQUIREMENTS

A. Please list at least two current clients using bidders Playback system in a similar Educational and Government access environment include, Agency name, address, telephone number and email address.

B. Please provide the names, telephone numbers, street addresses and email addresses of 5 references of clients using the vendor's solution. References may overlap from bid submission A. The City of Cambridge and 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.

C. 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). Responses may be a single word, e.g. "yes".). Provide additional sheets, if necessary

D. 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-D). Provide additional sheets detailing information.

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. 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 Playback system in a similar Educational and Government access environment.

YES NO

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

YES NO

V. PRICE PROPOSAL

The total bid price must include all cost associated with implementation, custom development, maintenance, travel, training, documentation and other support.

		Per Unit Cost	Units	Total Annual Cost
Year 1	Implementation Costs			\$
	Other Costs			\$
	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: _____

Name of Bidder: _____

Email address: _____

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
Debarment 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 Contractor 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 Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor 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 Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract 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 Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

This form must be submitted with your bid

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.
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

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

Name of Bidder: _____

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

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;
 - (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: _____

**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.

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

Name of Bidder: _____

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 _____ 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
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: _____