

<b>INVITATION FOR BID</b>	<b>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.</b>
<b>FILE NO:</b> 7167	
<b>COMMODITY:</b> Time and Attendance Software System	
<b>NAME OF BIDDER:</b>	
<b>BIDDER'S FED. ID.</b>	

TO: Amy L. Witts, Purchasing Agent  
795 Massachusetts Avenue, Room 303  
Cambridge, MA 02139

PH: (617)349-4310 FX: (617)349-4008

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, March 10, 2016**, 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, March 17, 2016** no later than **11:00 a.m.** **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. The Invitation for Bid may be downloaded for the City's web site, [www.cambridgema.gov](http://www.cambridgema.gov) , Online Services, Purchasing Bid List, Invitation for Bid, File no. 7167.**

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 consists 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 **File No. 7167, Time and Attendance Software System at 11:00 a.m. on Thursday, March 17, 2016.**"

**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:** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

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.
- 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.

**To: Amy L. Witts  
Purchasing Agent**

The undersigned hereby proposes to provide all labor, materials, and equipment, necessary to provide a **Time and Attendance Software System** in accordance with the following proposal schedule and the attached specifications.

One award will be made as a result of this Invitation for Bid. The contract will be awarded to the responsive and responsible bidder who offers 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.**

**Living Wage Requirements**

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all personnel that work on any City contract. The City of Cambridge's **Living Wage as of March 1, 2016 is \$15.04 per hour**. The Living Wage Requirements are attached. **The successful bidder must meet or exceed the Living Wage as it may change during the term of the contract.**

**The successful bidder must meet or exceed the Living Wage as it may change during the term or any contract period or renewal.**

**PLEASE SUBMIT YOUR BID IN DUPLICATE**

**Questions**

Questions concerning this Invitation for Bid must be submitted in writing and faxed to Amy L. Witts, **Fax # 617-349-4008**. All questions must be submitted no later than **Thursday, March 10, 2016 by 4:00 p.m.** **An addendum will be posted to the website to notify all bidders of the questions and answers.**

**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 please click on "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 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 Records Law**

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

## I. INTRODUCTION

### A. Purpose

The City of Cambridge is seeking to purchase and implement an on premise Time and Attendance System that includes on-line timesheet entry, automated leave accrual information (through PeopleSoft integration), automated approval routing and leave balance reporting.

### B. Project Background

The City of Cambridge, located in Cambridge, Massachusetts, employs approximately 3,000 people, housed in municipal buildings throughout the City and a central administrative office, City Hall. The workforce consists of employees who work a variety of full, part-time schedules and temporary employees. Full-time work weeks range from 30 hours to 40 hours (e.g. 6 hour day, 7 hour day, 8 hour day and 24 Hour schedules for Public Safety). Part-time FTE's range from 0.1 to 29 hours. Annual work plans include 10 and 12 month schedules. The majority of employees belong to ten (10) collective bargaining units. Leave plan accrual rules are collectively bargained and vary from unit to unit. Employee pay periods include monthly and weekly pay periods.

The City of Cambridge intends to implement the time and attendance system throughout the organization and requires multiple methods of attendance reporting including: personal computer based individual timesheet entry, tablet kiosk sign in, time clock sign in, proximity card scan sign in and smart device timesheet entry. The City of Cambridge use the PeopleSoft HCMS for payroll processing, Active Directory for authentication and Microsoft Office 365 for email.

## II. SCOPE OF SERVICES SPECIFICATION

### A. Contract Award

The City of Cambridge shall enter a contract with one vendor. Vendor will provide the on premise system and will insure the successful functional and technical implementation. The contract will be managed by the Information Technology Department. 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 and follow-up demonstration. The contract will be awarded to the lowest, qualified bidder. The lowest, qualified bidder will be asked to provide a comprehensive demonstration of all functional and technical requirements prior to final bid award. If the City determines that the demonstration fails to show compliance with ALL functional, system and technical requirements, the bid will be rejected. Determination of compliance is at the City's sole discretion. The City of Cambridge makes the final determination of qualified bidder.

### B. Functional Specifications

1. Secure, web-based interface to facilitate timesheet entry, supervisory approval of timesheets, delegated timesheet entry (timekeeper function), leave requests, create rosters, accrual balance lookups and administrative management.
2. Graphical user interface employing navigational controls including menus, toolbars, pop-ups, rollovers, buttons and calendar interface for entering date fields.
3. Intuitive entry screens that require minimal navigation to complete reporting, approval, scheduling and management tasks.
4. Independent timesheet submission schedules consistent with multiple pay schedules, eg: semi-monthly and weekly. Timesheet must align with pay periods.
5. Ability to integrate with PeopleSoft HCMS (9.2) leave accrual calculations, including multiple annual allocation dates and monthly allocations. Pro-rata benefit accruals for new and part-time employees.
6. Accurate deduction of time used from specific leave types, and automatic recalculation of leave balances based on approved timesheet submission. Automatic recalculation of balances when time off is corrected. Pro-rata deductions for part-time employees.
7. Accommodation for all leave accrual rules in the City's 43+ leave accrual plans through PeopleSoft HR (9.2) integration. ([Summary of accrual plans included with this document. Attachment B](#))

8. Automated accrual calculations for all combinations of: accrual rule, FTE, hours per week and number of months worked. \*\*PeopleSoft HCMS (9.2) will serve as the system of record for leave accruals and balances.
9. Separate benefit accruals for sick time, vacation time, personal time, administrative time and compensatory time.
10. Accrual balance reporting in hours.
11. Manual administrative adjustments to accrual balances, with approvals routing, employee notification, and audit tracking.
12. Conversion of accruals when an employee job transfer requires a different leave plan.
13. Independent tracking for specific Earnings Codes, Shift Differentials, Overtime and Group Sick Bank, Legal Time Off and other leave types.
14. Automated leave requests and approvals with full management view of time off requests and time off approvals.
15. Accommodation for employees who have multiple positions with unique job categories and accrual rules.
16. Supervisory calendar view for leave requests of employees in each unit.
17. Employee specified work schedules.
18. Automated, hierarchical timesheet approvals routing. Ability to designate at least three levels of approvals based on employee, employee group, or job location. Ability to designate temporary and alternate approvers (with time limits).
19. Single screen Supervisor approval of timesheet data for all unit employees with all leave amounts represented.
20. Attendance reporting by individual employee or by designated timekeeper; method of attendance recording may be designated based on employee, employee group or location. Multiple methods will be available.
21. Attendance reporting either by exception-based or positive time entry. Must be able to designate method by employee, job category or location. Multiple methods will be available.
22. Ability to support multiple methods of employee attendance recording. Must include personal computer and smartphone-based (including Android and iOS devices) individual timesheet entry, tablet kiosk sign in, time-clock sign in and proximity card scan sign in. Different methods may be used interchangeably.
23. Required positive assertion of timesheet correctness and submission by employees and timekeepers.
24. E-mail notifications for conditions such as: timesheet ready (approval pending), timesheet missing, timesheet altered by supervisor or timekeeper, timesheet rejected. Ability to turn on and off each notification type.
25. Secure user permission system with a flexible configuration facility for setting constraints on user interactivity based on job category, FTE and location.
26. System for auditing all changes to the system, including leave balances, and secure administrative access to all audit reports.
27. Robust, embedded, ad-hoc report writing facility to generate user-defined reports with access to all fields of data over any time period. Report generation must employ filtering, sorting, field selection and ordering, and grouping mechanisms to enable full control over output presentation.
28. Facility to export all accrual balance data from PeopleSoft at any time.
29. Facility to create daily report of all employees who have been out sick for 10 consecutive days through ad-hoc reporting.
30. Configuration to allow negative accrual balances as well as to prohibit them.
31. Configuration of open and closed periods for timesheet editing and submission, including automatic locking after submission. Ability to override open/close periods due to change in work schedule holiday(s), snow emergency day(s).

32. Locking of changes after next approver acts. Administrative corrections to closed prior period timesheets, with employee notification.
33. Online, context-sensitive, searchable help within the application; on-line tutorials and training aids.
34. Keyboard data entry and full navigation including use of TAB key.
35. Easy entry to system calendar that includes different holiday sets based on employee class. Simple interface to assign non-working days.
36. Automatic migration of vendor or City customizations to future vendor releases. Leave plan rules developed or modified in the testing environment automatically migrate to the production environment.
37. Creation and integral use of at least five user-defined fields with editing screens, and used in reports and queries.
38. Compliance with FMLA and Massachusetts and federal labor laws and mandates. Supports changes in government regulations that occur over time.

### **C. Technical Specifications**

1. Must be accessible via the Internet, from any web browser, IE 10.0 or higher, Safari 6.0 or higher, and Firefox 38.0 or higher.
2. Must not require custom plug-ins, Adobe Flash or Microsoft Silverlight in order to operate.
3. Must be fully functional from both Macintosh (OSX 10.8 or higher) and Windows (7 or higher) client workstations.
4. Must allow access using Android and iOS (eg: iPad, iPhone) mobile technologies.
5. Must authenticate logins securely against the COC's Active Directory system and the COC's Public Safety Active Directory system.
6. Must be able to send messages and alerts by standard email.
7. Must be secured by SSL protocols and certificates.
8. Must allow the importation of data from external sources in common formats, such as CSV.
9. Report output must be available in CSV and PDF formats.
10. "Print Screen" function, and facility to send report output to the screen, printer or file.
11. An audit log containing date and time, change, employee and IP address must be recorded and maintained for every data transaction, and made accessible to COC administrators. This log may not be modified or purged.
12. External time clocks must have a fail-safe mechanism to preserve data in the event of a power loss.
13. System should remember each user's past navigation and favorites and make them available to the user in subsequent sign-ons.
14. System must provide undo, cut, copy and paste capabilities throughout the software.
15. System must provide a seamless interface for physical time clock, swipe system and smart phone data input.
16. System must acquire external clock data in real time.
17. System must automatically adjust for Daylight Savings Time.
18. System must provide clear and timely error reporting and action guidance.

**D. On Premise System Requirements**

1. Vendor will be responsible for installing all system upgrades without charge, and will give the COC the option to decline any upgrade. Vendor will issue release notes prior to each proposed system upgrade.
2. All planned system downtime for maintenance must occur outside the hours of 8am and 5pm (ET) Monday through Friday, and with prior notice to the COC.
3. Vendor will restrict access to COC data to required vendor personnel, and 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 8am and 5pm (ET). Resolution of 80% of technical support issues must occur within 12 hours.
5. Vendor will provide support and licensing for multiple instances of the system including: Production environment, Development environment, and Testing environment.
6. System must be compatible with Microsoft Windows Server 2012 and higher.
7. If a database is required, system must be compatible with Microsoft SQL Server 2012 and higher.
8. System must be able to run in a VMWare virtual environment.
9. System must have ability to integrate with PeopleSoft HCMS 9.2 and above.

**E. Project Implementation**

1. Vendor will ensure that system is correctly configured to meet all COC functional requirements.
2. Vendor will work with COC to develop all required interfaces between time and attendance system and COC systems, including Active Directory, and any external sign-in methods implemented (proximity card scan, PC/Tablet kiosk, time punch clocks, smartphones).
3. Vendor will coordinate functional testing to ensure accuracy of configurations.
4. Vendor will provide train-the-trainer training, online searchable help and user documentation.
5. Vendor's implementation project manager will be available onsite at least every 2 weeks during the implementation phase.

**III. BID SUBMISSION REQUIREMENTS**

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

1. 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 municipal government entities with 3,000 or more employees, who are included in the city's time and attendance database.
  - b. At least two clients that authenticate their time and attendance users against their Active Directory system or use Secure LDAP to authenticate.
  - c. At least two clients that have multiple unique accrual plans, multiple part-time FTE's and employees who work less than 12 months.

References may overlap. The City of Cambridge 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; II-D and II-E). Responses recorded on attached document, Attachment A.
3. Please submit a written description of the Vendor's approach and timeline for system implementation, including configuration, interface development, functional testing and user training (Section II-F).

This area is intentionally left blank.

**IV. QUALITY REQUIREMENTS**

**A “No” response or a failure to respond to 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 vendor-hosted time and attendance system that have integrated with Active Directory or secure LDAP.

**YES NO**

3. The Vendor has implemented at least ten successful vendor hosted time and attendance systems that are municipal government entities, at least three of which have 3,000 or more employees that are included in the city’s time and attendance database.

**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**

This area is intentionally left blank

**V. PRICE PROPOSAL**

The total bid price must include all costs associated with implementation, software installation, hardware purchase, hardware maintenance, software upgrades, travel and expenses.

		Per Unit Cost	Units	TOTAL ANNUAL COST
YEAR I	Implementation Costs		1	\$
	Annual License Fee			\$
<b>TOTAL YEAR I:</b>				<b>\$</b>
YEAR II	Annual License Fee			\$
<b>TOTAL YEAR II:</b>				<b>\$</b>
YEAR III	Annual License Fee			\$
<b>TOTAL YEAR III:</b>				<b>\$</b>
<b>GRAND TOTAL COSTS FOR YEAR I, II AND III</b> <i>"Total Bid Price"</i>				<b>\$</b>

Total Bid Price in words: \_\_\_\_\_

Signature: \_\_\_\_\_

-

**Software License- Do not submit a Software License document with your bid.**

Functional Specifications- ATTACHMENT A	YES	NO
1. Secure, web-based interface to facilitate timesheet entry, supervisory approval of timesheets, delegated timesheet entry (timekeeper function), leave requests, create rosters, accrual balance lookups and administrative management.		
2. Graphical user interface employing navigational controls including menus, toolbars, pop-ups, rollovers, buttons and calendar interface for entering date fields.		
3. Intuitive entry screens that require minimal navigation to complete reporting, approval, scheduling and management tasks.		
4. Independent timesheet submission schedules consistent with multiple pay schedules, eg: semi-monthly and weekly. Timesheet must align with pay periods.		
5. Ability to integrate with PeopleSoft HCMS (9.2) leave accrual calculations, including multiple annual allocation dates and monthly allocations. Pro-rata benefit accruals for new and part-time employees.		
6. Accurate deduction of time used from specific leave types, and automatic recalculation of leave balances based on approved timesheet submission. Automatic recalculation of balances when time off is corrected. Pro-rata deductions for part-time employees.		
7. Accommodation for all leave accrual rules in the City's 43+ leave accrual plans through PeopleSoft HR (9.2) integration. <a href="#">(Summary of accrual plans included with this document.)</a>		
8. Automated accrual calculations for all combinations of: accrual rule, FTE, hours per week and number of months worked. **PeopleSoft HCMS (9.2) will serve as the system of record for leave accruals and balances.		
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23. Required positive assertion of timesheet correctness and submission by employees and timekeepers.		

Functional Specifications (Continued)	YES	NO
24. E-mail notifications for conditions such as: timesheet ready (approval pending), timesheet missing, timesheet altered by supervisor or timekeeper, timesheet rejected. Ability to turn on and off each notification type.		
25. Secure user permission system with a flexible configuration facility for setting constraints on user interactivity based on job category, FTE and location.		
26. System for auditing all changes to the system, including leave balances, and secure administrative access to all audit reports.		
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34. Keyboard data entry and full navigation including use of TAB key.		
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<b>C. Technical Specifications</b>	<b>YES</b>	<b>NO</b>
1. Must be accessible via the Internet, from any web browser, IE 10.0 or higher, Safari 6.0 or higher, and Firefox 38.0 or higher.		
2. Must not require custom plug-ins, Adobe Flash or Microsoft Silverlight in order to operate.		
3. Must be fully functional from both Macintosh (OSX 10.8 or higher) and Windows (7 or higher) client workstations.		
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5. Must authenticate logins securely against the COC's Active Directory system and the COC's Public Safety Active Directory system.		
6. Must be able to send messages and alerts by standard email.		
7. Must be secured by SSL protocols and certificates.		
8. Must allow the importation of data from external sources in common formats, such as CSV.		
9. Report output must be available in CSV and PDF formats.		
10. "Print Screen" function, and facility to send report output to the screen, printer or file.		
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15. System must provide a seamless interface for physical time clock, swipe system and smart phone data input.		
16. System must acquire external clock data in real time.		
17. System must automatically adjust for Daylight Savings Time.		
18. System must provide clear and timely error reporting and action guidance.		

<b>D. On Premise System Requirements</b>	<b>YES</b>	<b>NO</b>
1. Vendor will be responsible for installing all system upgrades without charge, and will give the COC the option to decline any upgrade. Vendor will issue release notes prior to each proposed system upgrade.		
2. All planned system downtime for maintenance must occur outside the hours of 8am and 5pm (ET) Monday through Friday, and with prior notice to the COC.		
3. Vendor will restrict access to COC data to required vendor personnel, and 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 8am and 5pm (ET). Resolution of 80% of technical support issues must occur within 12 hours.		
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8. System must be able to run in a VMWare virtual environment.		
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<b>E. Project Implementation</b>	<b>YES</b>	<b>NO</b>
1. Vendor will ensure that system is correctly configured to meet all COC functional requirements.		
2. Vendor will work with COC to develop all required interfaces between time and attendance system and COC systems, including Active Directory, and any external sign-in methods implemented (proximity card scan, PC/Tablet kiosk, time punch clocks, smartphones).		
3. Vendor will coordinate functional testing to ensure accuracy of configurations.		
4. Vendor will provide train-the-trainer training, online searchable help and user documentation.		
5. Vendor's implementation project manager will be available onsite at least every 2 weeks during the implementation phase.		

<b>Summary of accrual plans- Attachment B</b>			
<b>Plan Typ</b>	<b>Plan</b>	<b>Descr</b>	<b>Eff Date</b>
5Z	CSCM15	Comp Time 1.5	1901-01-01
5Z	CMP1.5	Compensatory Time 1.5	1901-01-01
5Y	CT 1.5	Comp Time 1.5	1901-01-01
5Y	CSCMPS	Comp Time Straight Hrs	1901-01-01
5Y	CMP ST	Compensatory Time Straight	1901-01-01
5X	BLIN1	Birthday,Insp,CPLSA	1901-01-01
5W	ATRA	Admin Day Traffic Supv	1901-01-01
5W	AFIR	Administrative Fire	1901-01-01
5W	ADM 2	Admin Day NU/Ord 40	1901-01-01
5W	ADM 1	Admin Day/NU/25/PWDSupv 37.5	1901-01-01
5W	ADAY	Administrative Day Childcare	1901-01-01
5V	COMM	Commendation Day Leave	1901-01-01
5U	ULEAV2	Union Leave Superiors	1901-01-01
5U	ULEAV1	Union Leave Patrol/Fire	1901-01-01
52	PTRA	Traffic Supervisors	1901-01-01
52	PTMS1	Personal Teamster	1901-01-01
52	PS1091	Personal Lv Day 10 mo/9-1	1901-01-01
52	PNON3	Personal non/ordinance	1901-01-01
52	PNON2	Personal non/ord/local 25 40hr	1901-01-01
52	PNON1	Personal non/ord/local 25	1901-01-01
52	PILP1	Personal/insp/cplsa/police	1901-01-01
52	PFIR	Fire Personal leave	1901-01-01
52	PDAY	Personal Daycare 12 & 10 month	1999-11-03
51	VWAT2	Water Vacation 40	2012-01-01
51	VWAT1	Water Vacation 37.5	2012-01-01
51	VSSR71	Vac Lv Sr Mgt - 12mo/7-1	1901-01-01
51	VSSB71	Vac Lv Safety 12m/7-1 bef 7/83	1901-01-01
51	VSSA71	Vac Lv Safety 12m/7-1 aft 7/83	1901-01-01
51	VSNU71	Vac Lv Non-Union 12mo/7	1901-01-01
51	VSMG71	Vac Lv Managers 12mo/7-1	1901-01-01
51	VSCS71	Vac Lv Custodians 12mo/7-1	1901-01-01
51	VSCK12	Vac Lv Clerks 12mo/7-1	1901-01-01
51	VSCK11	Vac Lv Clerks 11mo/7-1	1901-01-01
51	VSCK10	Vac Lv Clerks 10mo/7-1	1901-01-01
51	VPOL	Police Vacation	1901-01-01
51	VNON2	Non union/Ord Vacation 40	2007-01-01
51	VNON1	Non union/Ord Vacation 37.5	2007-01-01
51	VLIB2	CPLSA Vacation PT GT 20	2010-01-01
51	VLIB1	CPLSA Vacation FT	2010-01-01
51	VL252	Loc 25/Insp/PWS Vacation 40	2009-01-01
51	VL251	Loc 25/Insp/PWS Vacation 37.5	2009-01-01
51	VFIR	Fire Vacation	1901-01-01
51	VDAY2	Vacation Daycare 10 months	2012-01-01
51	VDAY1	Vacation Daycare 12 month	2012-01-01
50	SWAT2	Water/PWS Sick40	1901-01-01
50	SWAT1	Water/PWS Sick 37.5	1901-01-01
50	STRA1	Traffic Supervisors Sick 3 D	1901-01-01
50	STRA	Traf Supervisors Sick	1901-01-01
50	STMP2	Sick NU/NON Benefitted 40	1901-01-01

Leave Plans\_PeopleSoft 1015.xlsx

50	STMP1	Sick NU/Non Benefitted 37.5	1901-01-01
50	SSTC11	Sick Lv Teacher 11mo/9-1	1901-01-01
50	SSTC10	Sick Lv Teacher 10mo/9-1	1901-01-01
50	SSPR11	Sick Lv Principals 11mo/9-1	1901-01-01
50	SSPA10	Sick Lv Parap 10mo/9-1	1901-01-01
50	SSOPT9	Sick Lv Food Serv P/T 9-1	1901-01-01
50	SSOPG9	Sick Lv Food S-Grandf P/T 9-1	1901-01-01
50	SSOFT9	Sick Lv Food Serv F/T 9-1	1901-01-01
50	SSN127	Sick Lv Non-Union 12mo/7-1	1901-01-01
50	SSN119	Sick Lv Non-Union 11 mo/9-1	1901-01-01
50	SSN109	Sick Lv Non-Union 10mo/9-1	1901-01-01
50	SSHA91	Sick Lv - Houly Aides 12mo/9-1	1901-01-01
50	SSF127	Sick Lv Safety/Mgrs 12mo/7-1	1901-01-01
50	SSF109	Sick Lv Safety 10mo/9-1	1901-01-01
50	SSET91	Sick Lv ExtTermSubs 10mo/9-1	1901-01-01
50	SSCA91	Sick Lv Custodians 10 mo/9-1	1901-01-01
50	SSC127	Sick Lv Clerks 12mo/7-1	1901-01-01
50	SSC119	Sick Lv Clerks 11mo/9-1	1901-01-01
50	SSC109	Sick Lv Clerks 10mo/9-1	1901-01-01
50	SS1291	Sick Lv Parent L/Cust 12m/9-1	1999-08-31
50	SS1191	Sick Lv Parent Liaison 11m/9-1	1901-01-01
50	SS1091	Sick Lv Parent Liaison 10m/9-1	1901-01-01
50	SPOL	Police Sick	1901-01-01
50	SNU2	Sick NU/Ordinance Sick 40	1901-01-01
50	SNU1	Sick NU/Ordinance 37.5	1901-01-01
50	SNON2	Nu/Ord/Insp/Lib/L25 Sick 40	1901-01-01
50	SNON1	Nu/Ord/Insp/Lib/L25 Sick 37.5	1901-01-01
50	SFIR	Fire Sick	1901-01-01
50	SDAY2	Sick Daycare 10 mos	2015-10-16
50	SDAY1	Sick Daycare 12 months	2015-10-16

**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**

**CORI COMPLIANCE FORM**

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

CERTIFICATION

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**

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

**Instructions for Completing CORI Compliance Form:**

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

**This form must be submitted with your bid**

**ORDINANCE NUMBER 1312**

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

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

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

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

Adding after Section 2.112.050 the following new sections:

**SECTION 2.112.060**

**CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

**Sections:**

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

**2.112.061 Purpose**

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

**2.112.062 Definitions**

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

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

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

**2.112.063 CORI-Related Standards of the City of Cambridge**

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

**2.112.064 Waiver**

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

**2.112.065 Applicability**

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

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

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

### City of Cambridge CORI Policy

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

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

Revised May 5, 2007

Chapter 2.121

**LIVING WAGE ORDINANCE**

**Sections:**

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

**2.121.010 Title and Purpose.**

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

**2.121.020 Definitions.**

For the purposes of this ordinance, the term:

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

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

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

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

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

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

(1) any person who is a recipient of Assistance;

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

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

**(e) "Covered Employee"** means:

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

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

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

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

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

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

#### **2.121.030 Living Wage.**

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

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

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

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

#### **2.121.040 Waivers and Exceptions.**

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

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

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

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

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

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

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

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

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

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

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

**(i) Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

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

- (1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
- (2) work-study or cooperative educational programs;
- (3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.
- (4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;
- (5) positions where housing is provided by the employer;
- (6) employees who are exempt from federal or state minimum wage requirements; and

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

**2.121.050 Notification Requirements.**

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

**2.121.060 Duties of Covered Employers.**

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

- (1) notice of the Living Wage amount;
- (2) a summary of the provisions of this ordinance;
- (3) a description of the enforcement provisions of the ordinance;
- (4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

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

- (1) the name of the program or project under which the contract or subcontract is being awarded;
- (2) a local contact name, address, and phone number for the Beneficiary;
- (3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

**(c) Maintenance of payroll records.** Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

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

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

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

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;

(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

**2.121.070 Community Advisory Board.**

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

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

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

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

**2.121.080 Enforcement.**

**(a) Enforcement powers.** In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

**(b) Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council.

Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

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

**2.121.090 Severability.**

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

**2.121.100 Effective Date.**

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

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

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

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

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

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

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

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

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

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

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

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

For calendar year 2008 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2009 is \$13.69

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

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

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

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

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

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

For calendar year 2015 the CPI-U increased by .06% Therefore the new living wage, as of March 1, 2016 is \$15.04.

**City Of Cambridge  
Articles of Agreement**

Commodity:  
**File Number:**

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

**Address:**

**Telephone, Fax, E-mail:**

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

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

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

**Contract Value:**

**Article IV. Payment.** The City 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, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

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

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

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

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such



clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

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

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

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

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

**The City:**

**The Contractor:**

\_\_\_\_\_  
**Richard C. Rossi**  
City Manager

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Amy L. Witts**  
Purchasing Agent

**Approved as to Form:**

\_\_\_\_\_  
**Nancy E. Glowa**  
City Solicitor

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