

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: 7441	
COMMODITY: Student Registration System for CPS	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
 795 Massachusetts Avenue, Room 303
 Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, November 03, 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, November 17, 2016**. **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. 7441.**

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 **Student Registration System for CPS opened at 11:00 A.M. on Thursday, November 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:** _____

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.

Email Address: _____

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: Amy L. Witts, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to provide an **online Student Registration System** to the Cambridge Public Schools (CPS) all in accordance with the attached specifications.

CPS is seeking to purchase and implement the system to enable City families to register their children for school and to provide the CPS with updated information.

Bidders must demonstrate the ability to meet the requirements specified in this document, including all Quality Requirements, and submit a complete bid.

The contract term will begin on the date of contract execution and end on August 31, 2019. Year 1 will run from the date of contract execution through August 31, 2017; Year 2 will run from September 1, 2017 through August 31, 2018; and Year 3 will run from September 1, 2018 through August 31, 2019. Annual software maintenance cost in year 1 shall be prorated and invoiced according to the actual number of days in the contract year as per the date of contract execution.

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.

One award will be made as a result of this Invitation for Bid. Prices must remain FIRM during the entire contract period. The contract will be awarded to the responsible, responsive bidder offering the lowest total cost.

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

A sample contract (ATTACHEMENT A) is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms and conditions.

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

Wage Theft Prevention Certification

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids/proposals. Failure to provide the certifications or disclosures shall result in rejection of the bid/proposal. Please see the **Wage Theft Prevention Certification form attached.**

Questions

Questions concerning this Invitation for Bid must be submitted in writing and either emailed to: purchasing@cambridgema.gov or delivered to the Office of the Purchasing Agent, Amy L. Witts, City Hall 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 by 11:00AM on Wednesday November 09, 2016.

Bidders should check the website for any addenda issued. Bidders will not be notified individually of Addendums.

Please **review 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 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 Records 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 and in accordance with the Massachusetts Public Records Laws.

I. Introduction

A. Introduction

Cambridge Public Schools (CPS) is seeking to purchase and implement an **online Student Registration System** to enable City families to register their children for school and to provide the CPS with updated information.

Bidders must demonstrate the ability to meet the requirements specified in this document, including all Quality Requirements, and submit a complete bid.

The contract term will begin on the date of contract execution and end on August 31, 2019. Year 1 will run from the date of contract execution through August 31, 2017; Year 2 will run from September 1, 2017 through August 31, 2018; and Year 3 will run from September 1, 2018 through August 31, 2019. Annual software maintenance cost in year 1 shall be prorated and invoiced according to the actual number of days in the contract year as per the date of contract execution.

B. Project Background

Cambridge Public Schools, located in Cambridge, Massachusetts, serves approximately 7,000 students, in 17 schools at 13 locations and a central administrative office building. Over 900 faculty members teach and support pre-K, elementary, upper campus, and high school programs.

The district currently uses a legacy proprietary registration system. The successful vendor will provide an online Student Registration System that includes: parent interfaces for data input, review and submission; staff interfaces for oversight, data correction and communication; technical interfaces for data exchanges; and administrative interfaces for program management and statistical analysis.

The Student Registration System will be acquired and implemented by the end of 2016. The software must be fully installed, tested and operational within three months of the project start.

II. Scope of Services Specification

A. Vendor

Cambridge Public Schools will enter into a contract with one Vendor. The Vendor will provide a complete Student Registration System solution, and will ensure the successful operational and technical implementation. The contract will be managed by the Information, Communication and Technical Services (ICTS) and Family Resource Center (FRC) departments at CPS. The Vendor must demonstrate that it can meet all the functional and quality requirements outlined in the specifications below.

Vendor will be required to sign a City of Cambridge/Cambridge Public Schools contract, a sample contract is attached (**ATTACHEMENT A**). *Do not submit a Software License document or other terms and conditions with your bid. The City will not accept a bidder's terms & conditions, including license agreements.* Vendor will retain ownership over the proprietary rights to the intellectual property but CPS retains ownership over all data.

B. Functional Specifications

1. Student Registration

- a. Secure, CPS-hosted web-based Student Registration and enrollment System.
- b. Ability to accept parent data for students new to the district.
- c. Every input field customizable with optional “required” designation.
- d. Pre-population of duplicate information once applicant enters it the first time.
- e. Reuse of existing data when twins or existing siblings are enrolled.
- f. Feedback and guidance to registrant when errors are detected.
- g. Ability for families to select at least three language interfaces other than English.
- h. Spanish language parent data entry site in addition to English.
- i. CPS Handbooks and policies available for download by registrants.
- j. Auto-complete data entry fields (e.g.: addresses).
- k. Auto save facility to avoid data loss.
- l. Street address validation based on CPS provided tables (or USPS tables).
- m. Use of pre-populated pull down lists for known selections.
- n. Progress tracker for incomplete registrations.
- o. Applicant interface with breadcrumbs or pagination as they are applying
- p. Ability to rank order up to three School Choice selections.
- q. Date of Birth entry automatically determines Grade (with comment field to explain variation).
- r. Additional form fields for data such as:
 - Lunch
 - Language
 - Immunization dates and shot requirements
 - Health history
- s. Ability to upload any type of supporting PDF or text document.
- t. Ability to designate the type of uploaded document and add comments.
- u. Electronic signatures.

2. Annual Update

- a. Parent interface to submit address, email address, phone number and emergency contact updates throughout the year.
- b. Facility for parents to submit forms each year.

3. Management Interface

- a. Ability to sort and locate applications by first and last name.
- b. Ability to sort applications by Grade, Lunch Status or Date.
- c. Ability to delete applications and duplicates.
- d. Ability to edit all application data and status.
- e. Ability to notify applicant regarding their application.
- f. Ability to easily view sibling applications.

4. Workflow and Scheduling

- a. Ability to notify designated department staff regarding relevant portions of registration.
- b. Ability to schedule and change language testing appointments.
- c. Email notifications to parents with appointment reminders.

5. Data

- a. Automated nightly import of CPS designed data from Aspen (student information system).
- b. Automated export of CPS designed data to Aspen.

6. Reporting

- a. Staff summary reports of new and pending applications received.
- b. Confirmation for registrant after an application is filed.
- c. Ability to create custom PDF reports.

7. Training and Support

- a. Administrative and technical training required to bring district management to proficiency with the system (*specify # of hours and type (online or onsite)*).
- b. Train-the-trainer sessions sufficient to enable CPS staff to train other staff.
- c. Technical support available by email, phone, chat and ticket system.
- d. Tutorial materials (eg: electronic, online, video) available.

8. System Requirements

- a. User-friendly, web-based interface for registrants, staff and administrators.
- b. CPS-hosted secure online system.
- c. Functions accessible using any modern web browser or mobile platform.
- d. Fully functional from both Macintosh (OSX 10.8 or higher) and Windows (XP or higher) client workstations.
- e. User interfaces for different roles and independent levels of access.
- f. Secure and flexible roles and permissions configuration.
- g. Cut, copy and paste, and multiple undo capabilities throughout the software.
- h. Automatic adjustment for Daylight Savings Time.
- i. Prevention of data loss when data is accessed concurrently by multiple users.
- j. Integration insuring that software updates are fully synchronized between Aspen and the Student Registration System.
- k. Clear and timely error reporting and action guidance.
- l. Accessible auditing system for tracking data changes.
- m. Planned system downtime for maintenance must occur outside the hours of 6AM and 8PM (ET) Monday through Friday, and with prior notice to CPS.
- n. System upgrades and bug fixes without additional charge, with an option to decline any upgrade.
- o. Release notes prior to each proposed system upgrade.
- p. Restricted access to the system and CPS data only to required vendor personnel, with no disclosure of this data to any 3rd party.
- q. Technical support help desk for email and telephone support, with response time within 1 hour during the hours of 7AM and 7PM (ET). Resolution of 80% of technical support issues must occur within 12 hours.
- r. System availability with 99% uptime, 24/7/365.
- s. Full nightly backups and regular testing of the backups' integrity for restoration.

C. Project Implementation

1. Vendor will insure that system is correctly configured to meet all of CPS functional and quality requirements.
2. Vendor will work with CPS to develop all required interfaces between the Student Registration System and other CPS systems.
3. Vendor will provide train-the-trainer training, online searchable help, and user documentation.

III. Bid Submission Requirements

1. Provide the name, telephone number, street address and email address of 3-5 references of current clients using the vendor’s Student Registration System product. These references must include at least three clients that are K-12 school districts with greater than 10,000 students, and who have been using the system for more than 2 years after implementation.

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.

1. _____
 Vendor Name Address

Contact Name Telephone Number Email Address

2. _____
 Vendor Name Address

Contact Name Telephone Number Email Address

3. _____
 Vendor Name Address

Contact Name Telephone Number Email Address

4. _____
 Vendor Name Address

Contact Name Telephone Number Email Address

5. _____
 Vendor Name Address

Contact Name Telephone Number Email Address

Bid Submissions Continued on following page

2. Confirm vendors ability to fulfill each of the functional and technical specifications detailed in Section II, Scope of Services Specifications (Section II-B)

Circle Yes or No, a NO response or a failure to respond will result in a rejection of your bid.

Student Registration

- | | | |
|------------|-----------|---|
| Yes | No | a. Secure, CPS-hosted web-based Student Registration and enrollment System. |
| Yes | No | b. Ability to accept parent data for students new to the district. |
| Yes | No | c. Every input field customizable with optional “required” designation. |
| Yes | No | d. Pre-population of duplicate information once applicant enters it the first time. |
| Yes | No | e. Reuse of existing data when twins or existing siblings are enrolled. |
| Yes | No | f. Feedback and guidance to registrant when errors are detected. |
| Yes | No | g. Ability for families to select at least three language interfaces other than English. |
| Yes | No | h. Spanish language parent data entry site in addition to English. |
| Yes | No | i. CPS Handbooks and policies available for download by registrants. |
| Yes | No | j. Auto-complete data entry fields (e.g.: addresses). |
| Yes | No | k. Auto save facility to avoid data loss. |
| Yes | No | l. Street address validation based on CPS provided tables (or USPS tables). |
| Yes | No | m. Use of pre-populated pull down lists for known selections. |
| Yes | No | n. Progress tracker for incomplete registrations. |
| Yes | No | o. Applicant interface with breadcrumbs or pagination as they are applying |
| Yes | No | p. Ability to rank order up to three School Choice selections. |
| Yes | No | q. Date of Birth entry automatically determines Grade (with comment field to explain variation). |
| Yes | No | r. Additional form fields for data such as: <ul style="list-style-type: none"> • Lunch • Language • Immunization dates and shot requirements • Health history |
| Yes | No | s. Ability to upload any type of supporting PDF or text document. |
| Yes | No | t. Ability to designate the type of uploaded document and add comments. |
| Yes | No | u. Electronic signatures. |

Bid submissions continued on next page.

Annual Update

- Yes No a. Parent interface to submit address, email address, phone number and emergency contact updates throughout the year.
- Yes No b. Facility for parents to submit forms each year.

Management Interface

- Yes No a. Ability to sort and locate applications by first and last name.
- Yes No b. Ability to sort applications by Grade, Lunch Status or Date.
- Yes No c. Ability to delete applications and duplicates.
- Yes No d. Ability to edit all application data and status.
- Yes No e. Ability to notify applicant regarding their application.
- Yes No f. Ability to easily view sibling applications.

Workflow and Scheduling

- Yes No a. Ability to notify designated department staff regarding relevant portions of registration.
- Yes No b. Ability to schedule and change language testing appointments.
- Yes No c. Email notifications to parents with appointment reminders.

Data

- Yes No a. Automated nightly import of CPS designed data from Aspen (student information system).
- Yes No b. Automated export of CPS designed data to Aspen.

Reporting

- Yes No a. Staff summary reports of new and pending applications received.
- Yes No b. Confirmation for registrant after an application is filed.
- Yes No c. Ability to create custom PDF reports.

Bid submission continued on next page.

Training and Support

- Yes No** a. Administrative and technical training required to bring district management to proficiency with the system (*specify # of hours and type (online or onsite)*).
- Yes No** b. Train-the-trainer sessions sufficient to enable CPS staff to train other staff.
- Yes No** c. Technical support available by email, phone, chat and ticket system.
- Yes No** d. Tutorial materials (eg: electronic, online, video) available.

System Requirements

- Yes No** a. User-friendly, web-based interface for registrants, staff and administrators.
- Yes No** b. CPS-hosted secure online system.
- Yes No** c. Functions accessible using any modern web browser or mobile platform.
- Yes No** d. Fully functional from both Macintosh (OSX 10.8 or higher) and Windows (XP or higher) client workstations.
- Yes No** e. User interfaces for different roles and independent levels of access.
- Yes No** f. Secure and flexible roles and permissions configuration.
- Yes No** g. Cut, copy and paste, and multiple undo capabilities throughout the software.
- Yes No** h. Automatic adjustment for Daylight Savings Time.
- Yes No** i. Prevention of data loss when data is accessed concurrently by multiple users.
- Yes No** j. Integration insuring that software updates are fully synchronized between Aspen and the Student Registration System.
- Yes No** k. Clear and timely error reporting and action guidance.
- Yes No** l. Accessible auditing system for tracking data changes.
- Yes No** m. Planned system downtime for maintenance must occur outside the hours of 6AM and 8PM (ET) Monday through Friday, and with prior notice to CPS.
- Yes No** n. System upgrades and bug fixes without additional charge, with an option to decline any upgrade.

Bid submissions continued on next page.

- Yes No** o. Release notes prior to each proposed system upgrade.
- Yes No** p. Restricted access to the system and CPS data only to required vendor personnel, with no disclosure of this data to any 3rd party.
- Yes No** q. Technical support help desk for email and telephone support, with response time within 1 hour during the hours of 7AM and 7PM (ET). Resolution of 80% of technical support issues must occur within 12 hours.
- Yes No** r. System availability with 99% uptime, 24/7/365.
- Yes No** s. Full nightly backups and regular testing of the backups' integrity for restoration.

3. Submit a written description of the Vendor's approach and timeline for system implementation, including configuration, content conversion, interface and custom development, functional testing and user training (Section II-C). **Bidders may use additional sheets.**

4. Be prepared to sign the district's sample contract (attached, **ATTAMCHEMT A**), which also addresses student data privacy concerns.

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IV. QUALITY REQUIREMENTS

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

QUALITY REQUIREMENT	YES	NO
1. Vendor can meet all functional, technical specifications and system requirements as defined in Section II, Scope of Services, and listed under Bid Submission # 2 (pages 8-12) of this document.		
2. The Vendor has successfully implemented its product in at least three school districts with greater than 10,000 students for at least 2 years after implementation.		
3. Vendor has staff available to begin implementation within 45 days of the fully executed contract.		
4. Vendor is the developer and maintainer of the software.		
5. Vendor has been selling & supporting their Student Registration System for at least 5 years.		
6. Vendor will agree to the terms of the attached sample contract (ATTACHMENT A) without modifications or additions and will not ask the City to sign additional terms, conditions, or license agreements.		

IV. PRICE PROPOSAL

Please complete the price sheet below. Please note that the price proposal must include all cost associated with implementation, training and annual license fee.

The contract term will begin on the date of contract execution and end on August 31, 2019. Year 1 will run from the date of contract execution through August 31, 2017; Year 2 will run from September 1, 2017 through August 31, 2018; and Year 3 will run from September 1, 2018 through August 31, 2019.

Bidders must bid each year (including year 1) as though the year runs for a full 365 days. However, the amount invoiced by the vendor for annual software maintenance in year 1 shall be prorated according to the actual number of days in the contract term as ultimately determined by the date of contract execution. Implementation and training costs will NOT be subject to proration.

		COST
YEAR I	Implementation	\$
	Training	\$
	Annual Software Maintenance (All bidders shall bid the cost of a full year; actual amount invoiced shall be prorated according to number of days between contract start date (as per contract execution) and August 31, 2017.)	\$
	TOTAL YEAR I COST:	\$
YEAR II	Annual Software Maintenance	\$
	TOTAL YEAR II COST:	\$
YEAR III	Annual Software Maintenance	\$
	TOTAL YEAR III COST:	\$
GRAND TOTAL (Years 1, 2 & 3)		\$

GRAND TOTAL IN WORDS: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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: _____

WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

OR

2. This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following: continued on next page.

3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

Name of Bidder: _____

4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year’s gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

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

Signature

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

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

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

Commodity:
File Number:
State Contract:

This agreement is made and entered into this **XXth** day of **Month** in the year **20XX**, by and between the **City of Cambridge (the “City”)/Cambridge Public Schools (“CPS”)**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and **Vendor name**, existing under the laws of the State of _____.

Address:
Telephone: Fax: Contact:
Email:

Contract Value: \$ _____

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and any attached scope of service and/or price proposal.

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

Article III. Terms. The Contractor agrees to provide the services all in accordance with this Contract.

Article IV. Data Protection. Additionally, the Contractor agrees that it is being contracted to provide _____ services which are institutional services and functions, to CPS. In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including, but not limited to student data, meta data and user content (“Data Files”). CPS and Contractor acknowledge and agree that this Contract is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 (“FERPA”) and Massachusetts student record regulations, 603 C.M.R. 23.00 (“State Regulations”). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Contract in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Contract shall not under any circumstance transfer from Contractor to any other party.

Contractor acknowledges and agrees that it is providing institutional services or functions for CPS and that it is under direct control of CPS with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by CPS and CPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. Contractor also



acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of CPS. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that it and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students.

Contractor also acknowledges and agrees to:

(i) use Data Files shared under this Contract for no purpose other than in connection with and through the provision of the Services provided under this Contract with CPS.

(ii) use reasonable methods, including, but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Contract while the Data Files and/or any portion thereof contained therein is both at rest and in transit. Contractor further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

(iii) not share the Data Files and/or any portion thereof received under this Contract with any other entity without prior written approval from CPS and the prior written approval of the parent/guardian of the student or eligible student.

(iv) not copy, reproduce or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.

(v) not re-disclose, transfer or sell the Data Files and/or any portion thereof.

(vi) not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.

(vii) not to use the Data Files and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.

(viii) not to use the Data Files and/or any portion thereof contained therein for the development of commercial products or services.

(ix) not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. Contractor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.

(x) notify the Chief Information Officer for CPS in writing within one (1) day of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data

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was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including personally identifiable information and agrees to provide CPS, upon request, with a copy of said written incident response plan.

- (xi) not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under 34 CFR 99.31(a)(6)(iii).
- (xii) maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files or any portion thereof.
- (xiii) upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files within three (3) calendar days of receipt of said request.
- (xiv) upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and/or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to CPS and to ensure that the Data Files cannot be recovered and are securely destroyed and to provide CPS with any and all Data Files in Contractor's possession, custody or control within seven (7) calendar days of receipt of said request. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to CPS, within fifteen (15) days of its receipt of CPS request for destruction of Data Files.
- (xv) in the event of the Contractor's cessation of operations, promptly return all Data Files to CPS in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and/or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have

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transferred Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to CPS and to ensure that the Data Files cannot be recovered and are securely destroyed. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, and an inventory of all Data Files returned to CPS, within fifteen (15) days of Contractor's cessation of operations.

- (xvi) not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.
- (xvii) in the event that the Contractor and/or any of its subcontractors or agents to which the Contractor may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.
- (xviii) delete CPS Data Files that it collects or receives under this Contract once the Services referenced in this Contract lapses.
- (xix) upon receipt of a litigation hold request from CPS, immediately implement a litigation hold and preserve all documents and data relevant identified by CPS and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
- (xx) upon receipt of a request from CPS, allow CPS to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.
- (xxi) cooperate fully with CPS and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of Services to students and/or CPS, and shall provide full access to Contractor's facilities, staff, agents and CPS Data Files and all records pertaining to the Contractor, CPS Data Files and delivery of Services to CPS. Failure to cooperate shall be deemed a material breach of the Contract.
- (xxii) not assign, subcontract or in any way transfer any interest in this Contract without the prior written consent of CPS.

Contractor also certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of Massachusetts and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 *et seq.* Further, the Contractor hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 *et seq.*, and to fully protect the confidentiality of any student data, meta data, user content or other non-

public information and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and has a protocol in place to ensure use by employees.

Article V. Contractor's Terms of Service/Terms and Conditions of Use, License Agreement and Privacy Policies. Contractor represents, warrants and agrees that its terms of service/terms and conditions of use, license agreement and/or privacy policies dated as of date of this contract shall be amended as it relates to the Services as follows:

- (i) Any provision contained in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies regarding the City and/or CPS, as a user, to indemnify the Contractor are hereby deleted in their entirety.
- (ii) Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies that require that the City and/or CPS, as a user, to carry insurance coverage are hereby deleted in their entirety.
- (iii) Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies which specifically disclaim all implied warranties or warranties of merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other disclaimers of implied or statutory warranties are hereby deleted in their entirety.
- (iv) Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies by which the City and/or CPS is specifically releasing the Contractor from liability are hereby deleted in their entirety.
- (v) Any changes that the Contractor may make, from time to time, to its terms of service, terms and conditions of use, license agreement and/or privacy policies, shall not apply to the terms of these Services unless the Contractor and City and/or CPS agree to such changes in writing.
- (vi) The laws of the Commonwealth of Massachusetts shall govern this Contract and the parties agree to be bound by the laws of the Commonwealth of Massachusetts in the resolution of any dispute concerning any of the terms and conditions of this Contract and consent to the jurisdiction of the United States Court for the District of Massachusetts and/or the trial courts of the Commonwealth of Massachusetts for any actions arising out of or related to this Contract and any governing law and/or choice of law provisions in the Contractor's terms of service, terms and conditions of use, and license agreement and/or privacy policies which are to the contrary are hereby deleted in their entirety.

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- (vii) All rights, including intellectual property rights of the Data Files, shall remain the exclusive property of CPS and/or the student, as applicable, and Contractor as a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Contract. This Contract does not give the Contractor any rights, implied or otherwise, to Data Files or any portion thereof, content or intellectual property, except as expressly stated in this Contract. This includes, without limitation, the Contractor does not have any right, implied or otherwise, to sell or trade the Data Files or any portion thereof. Any provisions to the contrary in the Contractor's privacy policy, terms of service, terms and conditions of use and/or license agreement are hereby deleted in their entirety.

Article VI. Contractor's Software. The City of Cambridge/Cambridge Public Schools acknowledges and agrees that Contractor's licensed software programs are proprietary to the Contractor and will at all times remain the property of the Contractor.

Article VII. 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 the Accounts Payable Office, 159 Thorndike St., Cambridge, MA 02141.**

Article VIII. Termination. The following may 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 IX. 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 of Cambridge/Cambridge Public Schools** 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 X. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth of Massachusetts 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 XI. Equal Opportunity. The Contractor in the performance of all work under this contract will

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not discriminate on the grounds of race, color, sex, gender identity, genetic information, 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 XII. Assignability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the **City of Cambridge/Cambridge Public Schools**.

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

**FOR THE CITY OF CAMBRIDGE/
CAMBRIDGE PUBLIC SCHOOLS**
Subject to the Approval of
The Cambridge School Committee:

The Contractor:

Signature:

Executive Secretary of the School Committee
(For the School Committee/School Committee Order Attached))

Name (printed):

For the Cambridge School Committee

Amy L. Witts
Purchasing Agent

Title:

Approved as to Form:
Nancy E. Glowa

City Manager

