

<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: 7450</b>	
<b>COMMODITY: Mobile Device Management for CPS</b>	
<b>NAME OF BIDDER:</b>	
<b>BIDDER'S FED. ID.</b>	

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 17, 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, December 01, 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](http://www.CambridgeMA.gov), Online Services, Purchasing Bid List, Invitation for Bid, File No. 7450.**

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 **Mobile Device Management for CPS opened at 11:00 A.M. on Thursday, December 01, 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  
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to provide **Mobile Device Management** for the Cambridge Public Schools (CPS) all in accordance with the attached specifications.

Cambridge Public Schools (CPS) is seeking to purchase and implement Mobile Device Management software that will be used by the district to selectively manage and secure personal mobile, smart phone, tablet, laptop and desktop devices in conjunction with the CPS network and domain.

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 (ATTACHMENT 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](mailto: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 10:00AM on Wednesday November 23, 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. Purpose**

Cambridge Public Schools (CPS) is seeking to purchase and implement Mobile Device Management software that will be used by the district to selectively manage and secure personal mobile, smart phone, tablet, laptop and desktop devices in conjunction with the CPS network and domain.

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 700 faculty members teach and support pre-K, elementary, upper campus, and high school programs.

The Mobile Device Management solution will be used to manage and protect approximately 2000 devices.

**The solution will be purchased and implemented by the end of 2016. The software must be fully installed, tested and operational before February, 2016.**

## **II. Scope of Services Specifications**

### **A. Vendor**

Cambridge Public Schools shall enter into a contract with one vendor. Vendor will provide a complete Mobile Device Management solution, and will ensure the successful functional and technical implementation. The contract will be managed by the Information, Communication and Technical Services (ICTS) department at CPS. Vendor must demonstrate that it can meet all the functional and quality requirements outlined in the specifications below based on written bid response.

The contract will be awarded to the lowest qualified bidder. This bidder will be asked to provide a satisfactory demonstration of functional and technical requirements prior to final bid award. The City of Cambridge will make the final determination of qualified bidder.

Vendor will be required to sign the attached sample contract. *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.* Vendors will retain ownership of proprietary rights to intellectual property.

### **B. Functional Specifications**

The Mobile Device Management solution must provide all of the following features:

#### **1. Management**

- a. Ability to manage and configure all devices from a secure, web-based administrative console.
- b. Ability for devices to self-enroll, or be enrolled administratively from the console.
- c. Ability to manage iOS, Android, OSX and Windows devices.
- d. Device access to district resources based on users' roles and permissions.
- e. Ability to work within the existing CPS network infrastructure.
- f. Full integration and authentication with existing CPS Active Directory implementation.
- g. Policy and configuration definitions for all devices based on device type, ownership, permission groups or by individual.
- h. Ability to create a "container" on each personal device that defines the apps and services controlled by the solution.
- i. Personal device interface that secures positive approval from the user before exercising control over the containers on that device. No other control can be exercised on these devices by the solution.
- j. Clear notifications to users specifying exactly what control the solution has on that device.
- k. User prohibition to using specified CPS-managed Google Apps for Education products, and in particular Gmail, by any personal device without the installed container and defined authorization.
- l. Automatic monitoring of threats by unauthorized users or malware, with alerts and blocks based on pre-defined actions.
- m. Administrative abilities to:
  1. wipe CPS container applications from compromised devices
  2. lock CPS container applications
  3. reset passwords

4. communicate with devices
5. monitor CPS container application device activity in real-time

## **2. Reporting**

- a. Ability to access logs of monitoring data for export or console view.

## **3. Technical**

- a. Web-based console interface.
- b. All functions accessible via the Internet, from any recent vintage web browser.
- c. Fully functional console from both Macintosh (OSX 10.8 or higher) and Windows (XP or higher) client workstations.
- d. Full management operation for iOS, Android, OSX and Windows devices.
- e. Interface secured by TLS protocols and certificates.
- f. Automatic adjustment for Daylight Savings Time.
- g. Backup facility to prevent configuration and operational data loss.
- h. Clear and timely error reporting and action guidance.

## **4. System Requirements**

- a. CPS-hosted Mobile Device Management implementation.
- b. Licenses sufficient for CPS staff.
- c. Planned system downtime for maintenance must occur outside the hours of 6AM and 8PM (ET) Monday through Friday, and with prior notice to CPS.
- d. Programs for performing, maintaining and restoring secure backups.
- e. Release notes issued prior to each proposed system upgrade.
- f. Access restricted by Vendor to the system and CPS data for required vendor personnel, with no disclosure of data to any 3rd party.
- g. Full maintenance and support including upgrades and bug fixes.
- h. 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.
- i. System availability with 99% uptime, 24/7/365.

## **C. Project Implementation**

1. Vendor will insure that system is correctly configured to meet all of CPS functional and quality requirements.
2. Vendor will perform any custom work necessary to meet these requirements prior to the start of implementation.
3. Vendor will work with CPS to develop all required interfaces between the Mobile Device Management software and other CPS systems, including Active Directory.
4. Vendor will perform full system testing prior to district rollout.
5. Vendor will provide online searchable help, and user documentation.
6. Vendor will provide training as follows:
  - a. Training for 10 people adequate to bring them up to a level of proficiency as System Administrators.
  - b. Trainings delivered using CPS current data.

**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. Provide the name, telephone number, street address and email address of 3-5 references of current clients using the vendor’s Mobile Device Management solution. These references must include at least three clients that manage 2,000 or more devices, 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.

2. Confirm (below) vendor’s 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, a failure to respond or a condition proposed in order to fulfill the functional and technical specifications will result in a rejection of your bid.

**Management**

- |            |           |                                                                                                                                                                                                             |
|------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Yes</b> | <b>No</b> | a. Ability to manage and configure all devices from a secure, web-based administrative console.                                                                                                             |
| <b>Yes</b> | <b>No</b> | b. Ability for devices to self-enroll, or be enrolled administratively from the console.                                                                                                                    |
| <b>Yes</b> | <b>No</b> | c. Ability to manage iOS, Android, OSX and Windows devices.                                                                                                                                                 |
| <b>Yes</b> | <b>No</b> | d. Device access to district resources based on users’ roles and permissions.                                                                                                                               |
| <b>Yes</b> | <b>No</b> | e. Ability to work within the existing CPS network infrastructure.                                                                                                                                          |
| <b>Yes</b> | <b>No</b> | f. Full integration and authentication with existing CPS Active Directory implementation.                                                                                                                   |
| <b>Yes</b> | <b>No</b> | g. Policy and configuration definitions for all devices based on device type, ownership, permission groups or by individual.                                                                                |
| <b>Yes</b> | <b>No</b> | h. Ability to create a “container” on each personal device that defines the apps and services controlled by the solution.                                                                                   |
| <b>Yes</b> | <b>No</b> | i. Personal device interface that secures positive approval from the user before exercising control over the containers on that device. No other control can be exercised on these devices by the solution. |

- Yes No j. Clear notifications to users specifying exactly what control the solution has on that device.
- Yes No k. User prohibition to using specified CPS-managed Google Apps for Education products, and in particular Gmail, by any personal device without the installed container and defined authorization.
- Yes No l. Automatic monitoring of threats by unauthorized users or malware, with alerts and blocks based on pre-defined actions.
- Yes No m. Administrative abilities to:
  - 1. wipe CPS container applications from compromised devices
  - 2. lock CPS container applications
  - 3. reset passwords
  - 4. communicate with devices
  - 5. monitor CPS container application device activity in real-time

**Reporting**

- Yes No a. Ability to access logs of monitoring data for export or console view.

**Technical**

- Yes No a. Web-based console interface.
- Yes No b. All functions accessible via the Internet, from any recent vintage web browser.
- Yes No c. Fully functional console from both Macintosh (OSX 10.8 or higher) and Windows (XP or higher) client workstations.
- Yes No d. Full management operation for iOS, Android, OSX and Windows devices.
- Yes No e. Interface secured by TLS protocols and certificates.
- Yes No f. Automatic adjustment for Daylight Savings Time.
- Yes No g. Backup facility to prevent configuration and operational data loss.
- Yes No h. Clear and timely error reporting and action guidance.

**System requirements**

- Yes No a. CPS-hosted Mobile Device Management implementation.
- Yes No b. Licenses sufficient for CPS staff.
- Yes No c. 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 d. Programs for performing, maintaining and restoring secure backups.

- Yes No** e. Release notes issued prior to each proposed system upgrade.
- Yes No** f. Access restricted by Vendor to the system and CPS data for required vendor personnel, with no disclosure of data to any 3rd party.
- Yes No** g. Full maintenance and support including upgrades and bug fixes.
- Yes No** h. 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** i. System availability with 99% uptime, 24/7/365.
  
- Yes No** h. 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** i. System availability with 99% uptime, 24/7/365.

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



**V. Price Proposal**

Please complete the Per Unit and Total Price columns in the price sheet below. Number of units stated is an **ESTIMATE ONLY**. Vendor may only bill for actual devices covered at the Per unit Cost bid below. The total bid price must include all costs associated with perpetual software licensing and purchase, implementation, interface and custom development, maintenance, travel, training and documentation. Costs should be itemized separately in an attachment and summarized below.

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 year 1 of the contract term as ultimately determined by the date of contract execution. Implementation costs will NOT be subject to proration.**

		Per Unit Cost	Estimated # of Units	Total Cost
Year 1	Software Implementation Cost		2,000	\$
	Annual Software Maintenance <small>(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.)</small>		2,000	\$
<b>TOTAL Year 1:</b>				<b>\$</b>
Year 2	Annual Software Maintenance		2,000	\$
<b>TOTAL Year 2:</b>				<b>\$</b>
Year 3	Annual Software Maintenance		2,000	\$
<b>TOTAL Year 3:</b>				<b>\$</b>
<b>GRAND TOTAL COSTS FOR YEARS 1, 2 and 3</b>				<b>\$</b>
<b>“Total Bid Price”</b>				

**GRAND TOTAL PRICE IN WORDS:** \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

***NB: Do not submit a Software License document or other terms and conditions with your bid.***

Name of Bidder: \_\_\_\_\_

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



ATTACHMENT A

the terms of these Services unless the Contractor and City and/or CPS agree to such changes in writing.

**Article V. 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 VI. 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 VII. 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 VII. 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 IX. 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 X. Equal Opportunity.** The Contractor in the performance of all work under this contract will 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 XI. 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.



ATTACHMENT A

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

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

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

\_\_\_\_\_  
Approved as to Form:  
Nancy E. Glowa

\_\_\_\_\_  
City Manager

The Contractor:

**Signature:**

\_\_\_\_\_

**Name (printed):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

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