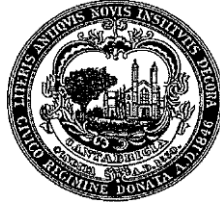


# Request for Proposals for Data Management System for DHSP Children and Youth Programs



## FILE NO. 8492 Request for proposals Data Management System for DHSP Children and Youth Programs

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 prior to 11:00 a.m. on Thursday, May 2, 2019 for providing the following services to the City of Cambridge.

The City of Cambridge is seeking proposals for a cloud-based Data Management System for DHSP Children and Youth Programs to provide the City the capability to effectively collect, manage, and analyze information about participants in programs and services provided by the Department of Human Services. This capability includes software licenses and support, systems analysis, development, implementation and support services.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after Thursday, April 4, 2019 8:30 a.m. to 8:00 p.m. on Mondays, Tuesday through Thursday from 8:30 a.m. to 5:00 p.m., and Fridays from 8:30 a.m. to noon. This RFP may be downloaded from the City's website: [www.cambridgema.gov/Departments/Purchasing](http://www.cambridgema.gov/Departments/Purchasing), view Request for Proposals, Regular RFP, File No. 8492. The City of Cambridge reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

**There must be no mention of the applicant's fee in the proposal. Any mention of the fee will subject the proposal to rejection.**

Proposers' questions concerning the Request for Proposals must be submitted in writing by 11:00 a.m. on Monday, April 15, 2019 and delivered to Elizabeth Unger, Purchasing Agent, City Hall, 795 Massachusetts Ave. Room 303, Cambridge, MA 02139 or emailed to [purchasing@cambridgema.gov](mailto:purchasing@cambridgema.gov). Answers to questions will be posted to the website in a form of an Addendum.

Two separate sealed envelopes, a sealed envelope containing one (1) original and five (5) copies of the non-price proposal marked "Non-Price Proposal – Request for Proposal for "Data Management System for DHSP Children and Youth Programs" and one sealed envelope containing the price proposal form marked "Price Proposal - Request for Proposal for Data Management System for DHSP Children and Youth Programs" must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to 11:00 a.m., Thursday, May 2, 2019. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.

Elizabeth Unger  
Purchasing Agent

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## SECTION I: TERMS AND CONDITIONS

The terms and conditions of any contract awarded through this procurement are attached hereto and shall be affirmed by the City and selected proposer.

1. Proposals will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposal's Quality Requirements, Evaluation Criteria and composite ratings, references and price. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 90 days unless award date is extended by consent of all parties concerned.
5. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$16.15 per hour.
6. The successful proposer will be bound by all Terms and Conditions set forth herein and which will be incorporated into the contract awarded.
7. Each proposer must submit a completed CORI Policy form that is included herein affirming its compliance with the City's CORI Policy.
8. Each proposer must submit a completed Wage Theft Prevention Certificate that is included herein.
9. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect for two years. The City reserves the option to extend the duration of the contract at the City's sole discretion.

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## SECTION II: INSTRUCTIONS TO PROPOSERS

1. Two separate sealed envelopes, one sealed envelope that contains one (1) original and five (5) copies of the non-price proposal marked "Request for Proposal for Data Management System for DHSP Children and Youth Programs - Non-Price Proposal" and one sealed envelope that contains one (1) original price proposal form marked "Request for Proposal for Data Management System for DHSP Children and Youth Programs - Price Proposal" must be received by the Purchasing Agent, City of Cambridge, 3<sup>rd</sup> floor City Hall prior to 11:00 a.m., Thursday, May 2, 2019. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to price in the non-price proposal. Failure to adhere to this requirement will result in the rejection of the proposal. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designated place. Parking is limited at City Hall and it is strongly recommended that proposals are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double-sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, the proposer should not make claims that they are not prepared to commit themselves contractually.
4. The Price Summary form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The bid submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Proposers' questions about information contained in the RFP should be sent via email to [purchasing@cambridgema.gov](mailto:purchasing@cambridgema.gov) or addressed in writing to:

Elizabeth Unger, Purchasing Agent  
795 Massachusetts Avenue  
Cambridge, MA 02139.

No proposers' questions will be accepted after 11:00 a.m. on Monday, April 15, 2019. Answers to proposers' questions will be posted to the website in a form of an Addendum.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to, Elizabeth Unger, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a

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sealed envelope labeled "Request for Proposal for Data Management System for DHSP Children and Youth Programs Modification to (or Withdrawal of) Proposal."

8. Rule for Award: The City of Cambridge shall enter a contract with the proposer offering the most advantageous proposal considering the proposal, quality requirements, minimum evaluation criteria, references, and price. The proposer shall provide the system and shall insure the successful functional and technical implementation. The contract will be managed by the City of Cambridge Information Technology Department.

### **SECTION III: EVALUATIONS OF THE PROPOSALS**

All non-price proposals will be reviewed by the Evaluation Committee in accordance with M.G.L. Chapter 30B. Final selection will be based on evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references.

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the Evaluation Committee will assign a rating of highly advantageous, advantageous or not advantageous to each Comparative Evaluation Criteria. Any proposal that does not meet at least the requirements to be considered not advantageous will be automatically assigned the rating of unacceptable for that criterion. Based on the Comparative Evaluation Criteria ratings, a composite rating by the Evaluation Committee will be determined for each proposal.

References will be contacted to determine if the proposer is responsive and responsible. References will be asked about their overall impression of the proposer's quality of services performed and the timeliness of service delivery. The City reserves the right to use itself as a reference, to contact references other than those submitted by the proposer and to otherwise perform its own due diligence in making a responsible determination.

The City will conduct interviews to determine if the proposers are responsive and responsible and if their expertise meets the needs of the City. Proposers should therefore be prepared to travel to Cambridge for this interview, which should include the Team Leader and at least one additional key personnel who will be providing the services on a day to day basis. The City will not assume any travel costs related to these interviews. During the interviews the Proposers will be asked to provide a comprehensive demonstration of all functional and technical requirements as well as respond to questions about how the Proposer's product can address the needs of DHSP Children and Youth Programs. The demonstration must validate that the Proposer's solution can meet all functional, technical, system, and quality requirements outlined in this Request for Proposal.

After evaluation of the non-price proposals is complete, the price proposals will be opened. The price proposals will be evaluated by the Purchasing Agent. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

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## **SECTION IV: PROPOSAL SPECIFICATION AND PREPARATION**

All information in the proposal should be organized and presented as directed below. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract. To expedite the evaluation of proposals, it is essential that the proposer strictly adhere to the instructions below. Failure to answer any question, complete any form, or provide the documentation will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.

### **Introduction**

The introductory portion of the proposal should provide a straightforward and concise description of the proposer's approach, commitment, and ability to perform the services described in the scope of work. It must also include a Letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to sign a contract on the proposer's behalf and a brief description of the overall services proposed. The signature of the authorized official (s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy.

### **Quality Requirements**

The Quality Requirements can be found on page 14 of this document. Please complete the Quality Requirements form and include in the non-price proposal. A no response or a failure to respond to any of the Quality Requirements will result in a rejection of your bid.

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## SECTION V: INTRODUCTION

### 1. Purpose

The Cambridge Information Technology Department (ITD) is issuing this Request for Proposals (“RFP”) for a cloud-based **Data Management System** to provide City Department of Human Services Programs the capability to effectively collect and manage information for participants in the department’s children and youth programs and services as well as report on program and services management. This capability includes software licenses and support, systems analysis, development, implementation and support services.

### 2. Project Background

The City, located in Cambridge, Massachusetts has a population of approximately 110,000. Forty departments are housed in municipal buildings throughout the City, employing roughly 1,200 full time staff, excluding Public Safety and the Cambridge Public Schools.

The Department of Human Services Programs (DHSP) is the third largest Department in the City and provides a wide range of services that is unique in the Commonwealth. Driven by the needs of residents, the department’s extensive services and programs touch almost every sector in the city: from newborns to senior citizens, from school-aged children to homeless families, from non-profit organizations to local employers.

Currently, programs manage these processes independently which limits the Department’s ability to track participation across different programs or to share information as appropriate from one program to another. In addition, the public expects to be able to do on-line enrollment (and payment if possible) for services and DHSP is not able to do that currently for the hundreds and hundreds of families served.

DHSP is looking to identify and implement an online registration, enrollment, and data management system for all its programs, though implementation will begin with programs serving children and youth. Approximately 6000 children participate in a variety of programs each year, including preschool, afterschool, and youth centers.

The adoption of such a program will help with DHSP to create expectations and standards for data across the department, including a framework for organizing types of services provided, the consistent collection of demographic variables and risk indicators, clear information about service delivery, and an evaluation plan for individual programs, initiatives, and divisions.

As a department, there is an astute understanding that data is an important tool for the execution of high-quality programming. There is already a great deal of data being collected, the majority of which is stored at the program level. However, staff find the current systems cumbersome and inefficient. A lot of energy and time is being spent to contort these systems to fit program’s needs and finding work arounds. There is also a great variety of systems being used and some programs are collecting information on paper and calculating numbers by hand. For many users, the implementation of a data management system will be disruptive process. Therefore, it is imperative that the system is intuitive for all users, regardless of technical abilities.

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## SECTION VI: SCOPE OF WORK

### A. FUNCTIONAL AND TECHNICAL SPECIFICATIONS

1. Please complete the following Requirements Matrix by placing the appropriate letter in the Code column based on how the functionality can be met. If a combination of techniques is required, please identify multiple designations. Comments are invited to any response for further clarification. The column labeled "Need" indicates whether the City has determined that the need for the function is Essential or Desirable.

#### **Legend for completing the following requirements**

**O** = Functionality can be provided completely out-of-the-box simply by using administrative configuration without requiring any internal or external programming tools.

**C** = Functionality requires customization with the use of internal tools that define fields and manage interactive behavior.

**E** = Functionality requires the use of external scripting, SSIS or other programming language.

**N** = Unable to provide this feature.

Requirements	Need	Code	Comments
<b>General Functionality</b>			
Must be compatible with all modern web browsers (Internet Explorer, Edge, Firefox, Chrome, Safari, etc.)	Essential		
Must utilize a mobile friendly, responsive design that is compatible on iOS and Android mobile devices.	Essential		
Administrator must be able to configure role-based permissions and individual user permissions.	Essential		
Ability to provide contextual help for each question on a form.	Essential		
Users can save their own search parameters.	Desirable		
Application administrators can create and configure new items (forms, workflows, fees) without vendor assistance.	Essential		
Field level auditing for all fields.	Essential		

## Request for Proposals for Data Management System for DHSP Children and Youth Programs

Provide a configurable, flexible workflow management system to automate business processes performed by each work group.	Essential		
Place warnings, holds, and restrictions on a record based on such things as unpaid bills, behavioral issues, etc.	Essential		
Automatic assignment of tasks to appropriate work groups.	Essential		
Form fields can be made mandatory.	Essential		
Fields can be selectively hidden/shown.	Essential		
Drop-down field values can be customized.	Essential		
Conditional workflow steps.	Essential		
Bottomless storage for file attachments.	Essential		
Cloud based SaaS system accessible from any internet enabled device.	Essential		
City retains all ownership of the data stored on the platform with the ability to extract it in full.	Essential		

Requirements	Need	Code	Comments
<b>Customer Facing Registration Process</b>			
Ability to register online from desktop and mobile.	Essential		
Ability to select courses from desktop and mobile.	Desirable		
Ability to indicate eligibility for scholarships from desktop and mobile.	Essential		
Ability to apply for scholarships and upload required documentations from desktop.	Desirable		
End users can create account log in to access and view information.	Desirable		
Registration information can be held separately from information system for enrolled participants.	Essential		



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Requirements	Need	Code	Comments
<b>POS/Billing</b>			
Ability to enable online billing features for some programs and not others.	Desirable		
Ability to create custom bills and invoices.	Desirable		
Verify if a family has a balance before enrolling (with ability to override).	Desirable		
System must be able to accurately calculate all necessary fees.	Desirable		
Ability to create different fees for different programs.	Desirable		
System must manage user-level permissions for adjusting and/or waiving fees based on program type.	Desirable		
System can be used with a cashiering solution.	Desirable		
PCI compliant payment processing with ability to process all major credit cards and ACH transactions.	Desirable		
Ability to generate payment detail ledger report in specific format that can be imported into the City's revenue management platform (Tyler Munis.)	Desirable		

Requirements	Need	Code	Comments
<b>Participant Information Management</b>			
Individual is assigned a unique ID.	Essential		
Has intuitive search function when creating new participant.	Essential		
View and link to all related records by program/registrant/family.	Essential		
Individual participants can be connected to multiple families.	Essential		
Participants can be enrolled in multiple programs, services, etc. simultaneously.	Essential		

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Ability to create and manage custom forms and fields to collect program-specific intake information.	Essential		
Add to participant records by uploading documents, such as consent, images, health records, etc.	Desirable		
Some fields to show current information and other information to be archived.	Essential		
Use unique fields to connect data to external data sets.	Essential		
View and record data on mobile devices.	Essential		
Ability to add/change fields over time.	Essential		

Requirements	Need	Code	Comments
<b>Program/Services Management</b>			
Create and schedule various group and individual services, including classes and case-management visits.	Essential		
Track daily attendance.	Essential		
Participants can swipe in with card, QR code, etc.	Desirable		
Track internal program-to-program referrals.	Desirable		
Track referrals to external service providers.	Desirable		
System can generate automated notifications or alerts about participants.	Essential		
System facilitates internal communication or collaboration tools.	Essential		
Security controls can be set to define which staff can see certain participant information.	Essential		
Internal users can check enrollment and capacity at other programs.	Desirable		
System can manage email, SMS, and live communications with external audiences.	Desirable		

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Requirements	Need	Code	Comments
<b>Reporting</b>			
System has standard reports with the ability to create ad-hoc reports based off all available form fields.	Essential		
Users are able to create reports on the fly and save them for later use.	Essential		
Export reports in CSV and PDF formats.	Essential		
Ability to filter reports results interactively at run-time.	Essential		
Letters can be generated automatically with the option for user to print from home.	Essential		
Reports can be created and shared among all users in the system.	Desirable		
Ability to create data visualizations through the use of charts and dashboards.	Essential		
Ability to report for each Division, Initiative, Program as well as department-wide.	Essential		
ODBC connection to database can be made available for more advanced reporting and dashboarding.	Desirable		

Requirements	Need	Code	Comments
<b>Integrations</b>			
Well documented API available that allows for integrating with other systems	Desirable		
Ability to integrate with third party reporting and visualization tools	Desirable		
Ability to Integrate with case management tools (native integration preferred)	Essential		
Ability to integrate with Microsoft Azure AD or SAML for authentication	Desirable		

*End of Functional and Technical Specification Matrix*

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

2. Please describe in detail how the product addresses each of the technical and functional specifications in the above matrix. Using either examples from similar projects or detailed language, demonstrate how the product meets each essential and desired specification.

3. Provide detailed information concerning a minimum of three (3) projects that are similar in nature to that contemplated in this RFP for which the proposer has provided services to a municipality, nonprofit organization, or educational institution within the last 24 months. The detailed information for each project must include the following:

- A. A short narrative describing the project;
- B. Problems encountered, and the outcomes; and
- C. The original project schedule and information concerning whether the schedule was met as contemplated, and, if not, why not.

## B. PROJECT IMPLEMENTATION

### 1. Implementation Plan

The vendor shall complete all necessary implementation work in a professional manner that meets the requirements of the City. Vendor shall ensure that system is correctly configured to meet all City functional requirements. Vendor shall coordinate functional testing to ensure accuracy of configurations. Work shall commence within 45 days of contract award. The vendor shall maintain hourly work records of staff that shall be shared with the City on a weekly basis and shall be referenced as a form for the basis of billing.

The following table displays what the City considers to be a reasonable, potential schedule for this project. The vendor shall supply a detailed schedule supporting the schedule outlined in the table below as part of their Plan of Services. If this timetable cannot be met, an explanation of factors precluding this schedule should be supplied.

July – September 2019	Build out and customize system
October 2019	Begin training and testing period (phased in)
December 2019	First program transitions to system (phased in)
September 2020	All child and youth programs using system

### 2. Project Management

Describe the proposed approach to provide project management. This response should include the following responsibilities:

- 1. Management of project decisions
- 2. Scope, risk and issue management
- 3. Regular status meetings
- 4. Submission of routine project status reports
- 5. Workplan development and management in conjunction with City personnel

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## 3. Training

The Vendor shall provide resources experienced with developing and executing training plans, including content development and delivery, to assist the City in meeting end-user training needs. Implementation shall occur in phases and knowledge transfer shall be an ongoing process throughout the entire project. The Vendor shall provide knowledge transfer both verbally and through written documentation and procedures.

### *Training Approach/Plan*

- Describe the approach to end-user training. Also, describe what training methods should be deployed and to whom.

### *Training Content Development*

- Describe your process for developing training materials and identify the tools to be used.
- Describe how training materials will be made available after implementation has been completed (Customer Knowledgebase, etc.).

### *Training Delivery*

- Describe your training delivery approach, indicating whether it will be instructor led, computer based or some combination thereof.
- Describe what will be the definition for end-user readiness.
- Describe how readiness is defined and measured, including what constitutes the end-user.

### *Transition Approach*

- Describe the process for knowledge transfer to the City throughout the project.
- Describe the continuation of tech support and training to include post-production period.

**This area intentionally left blank**

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## Section VII Minimum Quality Requirements

**A “No” response or a failure to respond to any of the following Quality Requirements will result in a rejection of your bid. Proposals failing to meet the Minimum Quality Requirements will be deemed “Unacceptable” and will be rejected.**

**Circle Yes or No for each of the following Quality Requirements**

1. The Vendor has successfully completed at least 3 implementations of its data management system with a municipality and/or human services, education, or nonprofit organization within the last two (2) years.

YES

NO

2. The Vendor will assign a significant leadership role for the Project manager who possesses at least three (3) years' experience successfully managing projects of similar size and scope as described in this RFP, and will be available Monday through Friday 8:30am – 5:00pm EST.

YES

NO

3. The Vendor will assign, for the duration of the project, team leaders each with at least two (2) years of experience successfully working with implementations as described in this RFP.

YES

NO

4. The data management system can facilitate secure online enrollment, registration, and online payment processing, either natively or through a seamless integration.

YES

NO

5. The data management system can demonstrate the ability to work in conjunction with case management platforms, either natively or through a seamless integration.

YES

NO

**THIS QUALITY REQUIREMENT FORM MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL**

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## Section VIII. Comparative Evaluation Criteria

Only proposals determined by the Purchasing Agent to meet all quality requirements and to be legally responsive, shall be evaluated per the comparative evaluation criteria set forth in this section. An Evaluation Committee designated by the Purchasing Agent shall prepare written evaluations for each proposal.

The Evaluation Committee shall assign a rating of “Highly Advantageous,” “Advantageous,” or “Not Advantageous” for the criteria listed below. Any criterion in which a proposal does not receive in the least a “Not Advantageous” rating shall be assigned the rating of “Unacceptable” for that criterion.

### 1. Technical Specifications

**Highly Advantageous:** The proposal and/or presentation demonstrate that the proposer meets all essential and desirable requirements specified in the Technical Specifications section without significant modification to the “out of the box” software. The proposer has demonstrated its ability to safeguard the City’s data through robust permissions and database security to the satisfaction of the Evaluation Committee. For purposes of this criterion “significant” shall have the meaning of “a noticeably or measurably large amount.”

**Advantageous:** The proposal and/or presentation demonstrate that the proposer meets all essential requirements specified on the Technical Specifications section without significant modification to the “out of the box” software. Some desirable requirements are unavailable, are planned for a future release or require significant modification to the “out of the box” software. The proposer has demonstrated its ability to safeguard the City’s data through robust permissions and database security to the satisfaction of the Evaluation Committee.

**Not Advantageous:** The proposal and/or presentation demonstrate that the proposer is unable to meet all essential requirements specified in the Technical Specifications section without significant modification to the “out of the box” software.

### 2. Functional Specifications

**Highly Advantageous:** The proposal and presentation demonstrate that the proposer’s product meets all essential and desirable requirements specified in the Functional Specifications section without significant modification to the “out of the box” software. For purposes of this criterion “significant” shall have the meaning of “a noticeably or measurably large amount.”

**Advantageous:** The proposal and presentation demonstrate that the proposer meets all essential requirements specified on the Functional Specifications section without significant modification to the “out of the box” software. Some desirable requirements require significant modification to the “out of the box” software or require integration with another software.

**Not Advantageous:** The proposal and presentation demonstrate that the proposer is unable to meet all essential requirements specified in the Functional Specifications section without significant modification to the “out of the box” software.

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## 3. Case Management Functionality

**Highly Advantageous:** The proposal and presentation demonstrate that the proposer's product includes Case Management tools and capabilities that are either built-in or could be added on at a later date.

**Advantageous:** The proposal and presentation demonstrate that the proposer's product has experience with seamless integration with another case management software, such as Efforts to Outcomes or something comparable.

**Not Advantageous:** The proposal and presentation demonstrate that the proposer's product is able to provide seamless integration with another case management software, but does not have experience doing so.

## 4. Experience and Qualifications of Vendor

### *A. Experience working with comparable organizations*

**Highly Advantageous:** The proposer has at least 3 clients within the last 2 years that are comparable to the Department of Human Services in terms of the types of programs and services provided and the population served (e.g., human services, social services, education, youth development). At least 1 of these clients is a municipality.

**Advantageous:** The proposer has at least 3 clients within the last 2 years that are comparable to the Department of Human Services in terms of the types of programs and services provided and the population served (e.g., human services, social services, education, youth development).

**Not Advantageous:** The proposer has at least 2 clients within the last 2 years that are comparable to the Department of Human Services in terms of the types of programs and services provided and the population served (e.g., human services, social services, education, youth development).

### *B. Experience working with organizations of similar size and reach*

**Highly Advantageous:** The proposer has at least 3 clients within the last 2 years that are comparable in size and reach to the Department of Human Services. For purposes of this criterion the Evaluation Committee shall determine what is comparable in size and reach to the Department of Human Services.

**Advantageous:** The proposer has at least 2 clients within the last 2 years that that are comparable in size and reach to the Department of Human Services.

**Not Advantageous:** The proposer has at least 2 clients within the last 2 years that are comparable in size and reach to the Department of Human Services.



# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## 5. Project Implementation and Project Management

**Highly Advantageous:** The proposer clearly outlines the strategy and timeline for project management and implementation; the proposal defines the roles and responsibilities of all stakeholders, including City of Cambridge staff, as it pertains to the implementation of the product and the proposer adheres to standard project management methodologies, including, but not limited to, the development of a detailed communications plan, risk assessment, and stakeholder analysis.

**Advantageous:** The proposer clearly outlines the strategy and timeline for project management and implementation. The proposal defines the roles and responsibilities of all stakeholders, including City of Cambridge staff, as it pertains to the implementation of the product.

**Not Advantageous:** The proposal outlines the proposer's implementation and project management strategy but fails to demonstrate the proposer's unique approach to successfully managing the project.

## 6. Training

**Highly Advantageous:** The proposal includes a comprehensive training plan that clearly defines the proposer's strategy for delivering training and associated materials to end users; the proposal establishes a proven strategy for training users of varying technical ability and learning styles; the proposal includes comprehensive training for system administrators and power users as well as continued support in the post-production period and the proposer will provide training documentation to the City of Cambridge.

**Advantageous:** The proposal includes a training plan that outlines the proposer's strategy for delivering training and associated materials to end users that describes a strategy for training users of varying technical ability and learning styles.

**Not Advantageous:** The proposal includes a training plan that outlines the proposer's strategy for delivering training and associated materials to end users.

## 7. Technical Assistance and Support

**Highly Advantageous:** The proposal includes a designated team member to manage the technical assistance and support during the development, implementation, and post-production process and the proposal also includes multiple other ways to access support, including unlimited on-call assistance via phone and email support, and demonstrates how client needs will be prioritized.

**Advantageous:** The proposal includes multiple ways to access support, including unlimited on-call assistance via phone and email support, and demonstrates how client needs will be prioritized.

**Not Advantageous:** The proposal includes access to a limited amount of phone support and/or online support that is limited to email or delayed callback responses only.

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## 8. Quality of References

**Highly Advantageous:** References speak highly of the proposer's participant information management system as well as the proposer's approach to implementation, training and project management and the references provided indicate that the proposer can meet the technical and functional requirements of the City of Cambridge.

**Advantageous:** References indicate that the proposer successfully implemented the proposer's product in municipalities and/or organizations of comparable size to the City of Cambridge.

**Not Advantageous:** References provided by the proposer are from organizations that do not align with the specific technical and functional requirements of the City of Cambridge and/or references express dissatisfaction with the product or the proposer's approach to implementation, training and project management.

## 9. Interviews

**Highly Advantageous:** The proposer demonstrated its qualifications through an in depth, interactive presentation of the product; the proposer was prepared to answer the questions of the evaluation committee and demonstrate, in real-time, the product's ability to meet the technical and functional requirements of the City of Cambridge and the presentation was conducted by staff qualified to speak to questions related to technical specifications, project management, and training.

**Advantageous:** The proposer demonstrated the proposer's product through an interactive presentation. The proposer could answer most questions from the Evaluation Committee. For purposes of this criterion "most" means "more than half of the questions asked."

**Not Advantageous:** The proposer was unable to adequately address the Evaluation Committee's questions or demonstrate the product's functionality in real time and/or the proposer relied solely on a slideshow or screenshots to demonstrate the proposer's product.

**Request for Proposals for Data Management System for DHSP Children and Youth Programs**

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# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## Section IX. Bid Submission Requirements

### 1. Vendor Background Information

The introductory portion of the proposal should provide a straightforward and concise description of the proposer's commitment and ability to perform the services described in the scope of work.

This section should include the following:

- Company name
- Federal Identification Number
- Home Office address
- Telephone
- Number of year(s) the company has operated under this name
- Year the company was founded
- Type of Business Organization
- Brief description of your business

It must also include a letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information and a brief description of the overall services proposed. The signature of the authorized official (s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy.

### 2. References

As a part of the evaluation of the proposals submitted, the Evaluation Committee reserves the right to contact all references provided by the vendor to verify the successful performance of the vendor.

Please provide three (3) client references, two (2) of which should be public sector or human services clients, where the vendor has provided upgrade and implementation services in the last three (3) years with clients that have used the same or substantially similar products and services as the products and services proposed in this RFP. The following information must be provided for each client:

- Customer Name
- Type of government/organization
- Customer address
- Contact
- Title
- Telephone
- Number of Employees
- Technical Environment utilized:
  - Database
  - Platform
- Vendor's Role – (Describe the Vendor's role in detail and, if your firm was not the prime vendor, indicate the percentage of the scope of work completed by your firm)
- Project status
- Project duration (begin and end dates)
- Date(s) upgrade or implementation completed

## **Request for Proposals for Data Management System for DHSP Children and Youth Programs**

- Dollar amount of contract.

### **3. Use of Subcontractors**

If the Proposer plans on utilizing subcontractor(s) on this project, the Proposer must supply at least (3) references for each subcontractor. The references must be specific and identify the work similar to the work that the subcontractor will be providing under this proposal. The information above must be provided for each subcontractor reference.

The Proposer must describe in detail the relationship between the Proposer and the proposed subcontractor(s). Describe your agreement with the subcontractor(s) concerning the filling of any openings that occur on the project team.

### **4. Resource Descriptions/Resumes**

The City requires that, at a minimum, the project manager, functional team lead(s) and technical team lead, as well as any other positions that the Vendor considers “key,” be named in the proposal. The City expects that the Vendor will assign the resource(s) named for the duration of the project, unless a mutually agreeable replacement is identified. The information provided will be analyzed by the City during the evaluation of the proposals and will be used later to qualify and accept resources proposed by the selected Vendor. Vendors should name actual resources for all positions, if possible.

Overall experience level and skills will be considered when evaluating proposed resources. The Vendor should take into consideration specific roles that may require special skills or experience when proposing resources.

The City reserves the right to reject any proposed project staff based on experience, references or interviews.

For each project resource named in the resource plan, the following information must be provided:

1. Position title,
2. Resource name,
3. Description of position,
4. Year(s) of work experience,
5. Qualifications, and
6. Resume.

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# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## SECTION IX: REQUIRED SUBMISSIONS

1. Anti-collusion and Tax Compliance Certification (found on page 27)

2. Cori Compliance Form (found on page 32)

3 Wage Theft Prevention Certification (found on page 33 - 34)

4. Quality Requirements

The Quality Requirements can be found on page 14 of this document. Please complete the Quality Requirements form and include in the non-price proposal. A no response or a failure to respond to any of the Quality Requirements will result in a rejection of your bid.

5. Price Proposal Form

The Price Proposal form can be found on page 23 - 25 of this document. This form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm throughout the contract. **The Price Proposal form must be submitted separate from the non-price proposal, as described above. The proposer should make no reference to pricing, in any other part of the proposal. Failure to adhere to this may result in disqualification of the proposal.**

**This area intentionally left blank**

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## SECTION X: PRICE PROPOSAL FORM

**This price proposal form must be submitted in a sealed envelope, separate from the technical proposal.** Failure to adhere to this instruction will result in automatic disqualification of your proposal. Price must remain firm or be reduced for the entire contract.

### The following requirements apply to the pricing proposal:

- Proposals should include the price for implementing a cloud-based solution.
- Additional training and implementation costs must be disclosed.
- Additional products or modules should be broken out as line items with corresponding costs, particularly if the product/module is necessary to fulfill a functional or technical requirement.
- Standard data storage and maintenance limits must be disclosed including the cost of additional storage (per gigabyte).
- Download limitations must be disclosed as well as the cost for additional outbound network activity (per gigabyte).
- All proposals must include the per user/month cost and note any discounts realized by prepaying licensing fees.
- The City of Cambridge intends to implement the participant information management system in phases. Therefore, it is important that proposals include volume discounts for user licenses. For example:

# of Users	Cost per user/month	Cost per user/month prepaid
0-100	\$50	\$45
100-250	\$48	\$43
250-1000	\$45	\$40

- Proposals should disclose if the cost is based on a named user or concurrent licensing model.

**Price Proposal Form continued next page.**

# Request for Proposals for Data Management System for DHSP Children and Youth Programs

## PRICE PROPOSAL FORM

The number of users referenced is an estimated, not guaranteed, number of users and is subject to change. All fees submitted must remain firm. The payment and performance obligation for a multi-year contract will be subject to the availability of funds. The continuation of any contract is dependent upon the appropriation and availability of funds.

Year One: Includes **Product Acquisition and Licensing Costs including Implementation Services maintenance & support** for up to **75 users**.

Implementation Services \$\_\_\_\_\_

Product Acquisition, Licensing Costs and Maintenance Services \$\_\_\_\_\_ X 75 users = \$\_\_\_\_\_

Total Year One: \_\_\_\_\_

Year Two: Includes **Software License & Maintenance annual fee** and support for up to **200 users**.

\$\_\_\_\_\_ X 200 users = \$\_\_\_\_\_

Total Price Submitted for a period of two years: \$\_\_\_\_\_

Total in words: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

**If Addenda issued by the City, this proposal includes addenda numbered: \_\_\_\_\_**

Signature of Individual submitting proposal: \_\_\_\_\_

Name of business: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Price Proposal continued on next page:**



**Request for Proposals for Data Management System for DHSP Children and Youth Programs**

Please check one of the following and insert the requested information:

Corporation, incorporated in the State of:\_\_\_\_\_

Partnership. Names of partners:\_\_\_\_\_

Individual\_\_\_\_\_

**THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "PRICE PROPOSAL - REQUEST FOR PROPOSAL FOR DATA MANAGEMENT SYSTEM."**

**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 since "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 THE NON-PRICE PROPOSAL**

## 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 ye and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

**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 THE NON-PRICE PROPOSAL**

## **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:**

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.



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>

**THIS FORM MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL**

## Chapter 2.121

### LIVING WAGE ORDINANCE

#### Sections:

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

#### 2.121.010 Title and Purpose.

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

#### 2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

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

#### **2.121.050 Notification Requirements.**

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

#### **2.121.060 Duties of Covered Employers.**

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

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

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

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

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

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

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

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

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

#### **2.121.070      Community Advisory Board.**

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

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

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

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

#### **2.121.080      Enforcement.**

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

**(b) Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

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

#### **2.121.090 Severability.**

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

#### **2.121.100 Effective Date.**

This law shall be effective sixty (60) after final passage. The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

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

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

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

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

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

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

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

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

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

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

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore, the new living wage, as of March 1, 2009 is \$13.69.

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

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

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

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

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

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



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

For calendar year 2016 the CPI-U increased by 1.47% Therefore the new living wage, as of March 1, 2017 is \$15.26.

For calendar year 2017 the CPI-U increased by 2.51% Therefore the new living wage, as of March 1, 2018 is \$15.64.

For calendar year 2018 the CPI-U increased by 3.29% Therefore the new living wage, as of March 1, 2019 is \$16.15.

City of Cambridge  
Articles of Agreement  
SAMPLE

Commodity: XXXXXXXXXXXXXXXXXXXXXXXX

File Number: #XXXX

This agreement is made and entered into this XX/XX/XXXX by and between the City of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and XXXXXXXXXXXXXXXX, a corporation duly organized and existing under the laws of the State of XXXXXXXX("the Contractor").

Address:

Email address:

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

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

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of XX/XX/XXXX.

Contract Value: \$

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice, XXXXXXXXX Department, 344 Broadway Cambridge MA 02139, to which it provided the service, not the Purchasing Department.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

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

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the

City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

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

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

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

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

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

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

The City:

The Contractor:

\_\_\_\_\_  
Louis DePasquale  
City Manager

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

\_\_\_\_\_  
Elizabeth Unger  
Purchasing Agent

Approved as to Form:

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

**End of Request for Proposal Document**