



The City of
WORCESTER

Administration & Finance – Purchasing Division
Christopher J. Gagliastro, MCPPO – Purchasing Director
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purchasing@worcesterma.gov
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Christopher J. Gagliastro, MCPPO
Purchasing Agent

RFP NO.: CR-7690-W2
ISSUANCE DATE: 10/1/2021

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Employee Vaccine Policy Compliance & Tracking Services / HR

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

1. **Scope: Provide professional services for employee vaccine policy compliance and tracking for a period from date of contract through June 30, 2022 per the City of Worcester policy and specifications/requirements of the Executive Office of Human Resources. Contract may be extended for one additional six month period, at the same unit pricing, and at the sole discretion of the City.**
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 22, 23, 27, 30
4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge,

compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: N/A
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each

year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. **Therefore, no reference to pricing may be made in the proposal of evaluation considerations.**

A sealed package containing **the original, 3 copies plus 1 PDF copy on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Employee Vaccine Policy Compliance & Tracking Services / HR – Technical Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-7690-W2

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Employee Vaccine Policy Compliance & Tracking Services / HR – Price Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-7690-W2

Price proposal page is located at end of the specifications.

Proposals must be delivered no later than Wednesday, October 27, 2021 at 10:00 AM LOCAL TIME. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
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KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Email _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership, Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____

TITLE _____

DATE _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

All proposals must include the above non-collusion certificate with submission.



The City of
WORCESTER

**REQUEST FOR PROPOSALS
EMPLOYEE VACCINE POLICY COMPLIANCE AND
EMPLOYEE TESTING TRACKING**

The City of Worcester is seeking competitive sealed proposals for Employee Vaccination Record and COVID-19 Testing Tracking Management services from qualified third party administrators. The qualified vendor must have the ability to utilize an existing employee Portal to track and maintain uploaded employee vaccine record cards and booster follow-up if applicable; track and maintain weekly employee uploaded COVID-19 tests results; and provide contact tracing for employee positive tests and for employees that are quarantining. The City intends to award a contract to be effective for the period commencing November 2021 and ending June 30, 2022 with an option to renew for an additional six month period through December 31, 2022, at the sole discretion of the City and at the current pricing.

I. BACKGROUND

The City of Worcester is seeking a vendor to perform contact tracing tasks, and the required services to comply with the vaccine verification policy for City of Worcester (City) and Worcester Public School (WPS) employees. Pursuant to the policy, the City must track verification documentation for (1) employees who have received COVID-19 vaccine doses and boosters (2) non-vaccinated employees who must submit weekly COVID-19 tests results in order to work; (3) exemption documentation for employees who do not submit testing or vaccine verification documentation. A local executive order for the City of Worcester also requires employers to report positive COVID-19 cases to the Worcester Board of Health. The City and WPS have approximately 6,850 employees combined.

II. SCOPE

The bidder must have the ability to utilize the City of Worcester's proprietary Employee Vaccine Verification Portal. The City's Employee Vaccine Verification Portal will have multifaceted functions and objectives. The first will be to manage employee vaccination records uploaded into the City's portal. City and WPS employees are expected to upload required documentation, however, the bidder may be required to assist with this task on-site from time to time. The bidder is expected to provide follow up notifications for those employees who require an additional dose or booster shot to maintain compliance. The bidder will utilize the information uploaded and entered into the employee portal to inform City and WPS employees of their vaccination status needs.

The second purpose will be to manage compliance for those employees who are required to submit a weekly COVID-19 test. City and WPS employees will upload weekly test results and the bidder must track COVID-19 testing compliance and positive results.

In the event of an employee COVID-19 positive test result, the bidder will be required to inform the Board of Health, respective Human Resources Department and perform the necessary contact tracing for protocol compliance. In addition, the bidder will also answer questions, provide direction to other employees who test positive, or who are a close contact, are quarantined employees or have other related issues.

III EVALUATION OF PROPOSALS

Minimum Evaluation Criteria

Any Proposer submitting a proposal must satisfy all of the minimum criteria noted below. Proposals shall include information demonstrating compliance with each of these criteria.

Proposals that do not meet the minimum criteria will not be considered for further evaluation

- Proposers shall provide a cover letter describing their ability to service this contract including all items listed below
 - Outline how you would transition existing case information at the expiration of the contract.
 - Describe how you handle procedures and protocols for case management, document authenticity, employee follow-up.
 - List the process / steps that are taken to assure prompt notification of positive COVID-19 test results and contact tracing.
 - Describe the process taken to determine decisions and appropriate actions, including any notation system and quality review procedures
- Proposers must meet the minimum qualifications listed below

- Proposers must have a minimum of three (3) years' experience with electronic management of employee records/medical documentation.
 - Proposers must have a minimum of three (3) years' of experience communicating with employees regarding employment records medical documentation.
 - Proposers must have a minimum of three (3) years' of experience with uploading confidential documentation.
 - Proposers must have experience providing COVID-19 contact tracing services.
 - Proposer must provide a minimum of two (2) current accounts with employers employing a minimum of 500 employees.
 - Proposers must have the ability to assign a case manager(s) to provide timely service for the City of Worcester account. The Case manager(s) must have experience using online portals, tracking documents, and reading and analyzing medical documentation.
 - Proposer must be able to speak to Human Resources and employees between the hours of nine (9) to five (5), seven (7) days a week to discuss issues with any case. This discussion can be via phone or virtual.
 - A list with the name, address, telephone number and contact person's name for a minimum of four (4) accounts serviced by the proposer. Please include the organization's number of covered employees, years of service provided, and the number of new and cases handled per year. (large size organization references preferred)
 - List at least two former clients, for whom the firm's services were provided within the last five years, including number of covered employees, years of service provided, and the number of new and open cases handled per year.
 - Provide an organizational chart of those individuals who would be involved in providing services to the city.
 - List the qualifications and experience of key personnel who will be responsible for case/document management. Please identify their function and availability to the city and detail their qualifications, relevant past experience, education, training, etc.
-

Comparative Evaluation Criteria

Proposals meeting the minimum criteria will be further evaluated based on the comparative criteria noted below. Proposals shall include a narrative and other information demonstrating the proposer's experience and knowledge with respect to these criteria.

1. Proposer must have experience in managing employee records/ medical documentation.

More than 5 years' of experience	HIGHLY ADVANTAGEOUS
3 -5 years' of experience	ADVANTAGEOUS
Meets minimum of 3 years' experience	NOT ADVANTAGEOUS

2. Proposer must have experience with providing employee follow-up and tracking services regarding necessary document and submission management

More than 5 years of experience	HIGHLY ADVANTAGEOUS
3 – 5 years' of experience	ADVANTAGEOUS
Meets minimum of 3 years' experience	NOT ADVANTAGEOUS

3. Proposer must have successful experience with two (2) or more current accounts employing the following number of employees.

1000 or more employees & more than 2 accounts	HIGHLY ADVANTAGEOUS
500 - 999 employees & minimum of 2 accounts	ADVANTAGEOUS
Meets minimum of 500 employees & 2 accounts	NOT ADVANTAGEOUS

4. Proposer must designate a case manager(s) to work on cases and sufficient staffing for contact tracing.

Case Manager(s) with three (3) or more years' experience	HIGHLY ADVANTAGEOUS
Case Manager(s) with less than three (3) years' experience	ADVANTAGEOUS
Case Manager(s) with less than two (2) years' experience	NOT ADVANTAGEOUS

5. Proposers must demonstrate the ability to perform the services listed in Section IV. Please include a Plan of Services indicating how the vendor will provide the complete scope of services.

Proposer demonstrates significant experience managing electronic vaccine records, maintaining electronic COVID testing records and performing contract tracing services. Several accounts of similar size and scope have been included. Plan of Services included exceeds the stated scope for more than half of the items in Section IV below.

HIGHLY ADVANTAGEOUS

Proposer demonstrates experience managing electronic employee records/medical documentation and performing contact tracing services. Multiple accounts are included with two of similar size and scope. Plan of Services included exceeds the stated scope for less than half of the items in Section IV below.

ADVANTAGEOUS

Proposer demonstrates some experience managing electronic records with two accounts similar in size and scope necessary. Plan of Services meets the minimum stated scope in Section IV below but lacks extensive detail.

NOT ADVANTAGEOUS

IV. SCOPE OF REQUIRED SERVICES

A. VACCINE VERIFICATION AND CONTACT TRACING

1. Must have the ability to access a City account to utilize the City's Employee Vaccine Verification Portal and the ability to follow-up with the Board of Health, Human Resources, and employees off-site/remotely. Ability to run reports and analyze data as required or requested utilizing the City's Employee Vaccine Verification Portal. Please include vendor protocols/process plan for carrying out the criteria in the scope of the bid.
2. Responsible for managing COVID-19 Vaccination Verification Records uploaded by City and WPS employees. The vendor must be able to view and approve uploaded records for authenticity. [The City's portal will send automatic reminders and notices to employees if steps must be taken to remain compliant.] The vendor will follow-up with employees who remain non-complaint or when an employee must re-submit or update a document.
3. Must have the ability to review and manage weekly COVID-19 tests uploaded by employees. The vendor will be responsible for approving the records for authenticity. [The City's portal will send automatic reminders and notices to employees if steps must be taken to remain compliant.] The vendor will follow-up with employees who remain non-complaint or when an employee must re-submit or update a document.
4. Responsible for reporting to the City and WPS when a COVID-19 test is uploaded and/or reported.
5. Responsible for performing contact tracing for positive COVID-19 results and reporting to the Department of Public Health.
6. Responsible for performing contact tracing for close contacts and for those who must quarantine due to an employee who tested positive for COVID-19.
7. Responsible for explaining employee vaccine verification and testing policy, quarantine standards and testing standards to City and WPS employees
8. Must have the ability to track all data separately for City of Worcester and Worcester Public Schools.
9. Responsible for keeping updated on all requirements of the Federal Vaccine Mandate and related federal, state and local laws, rules, regulations, orders, policies and guidelines.

10. Responsible for managing all employee information in a confidential and private manner. Bidder employees shall only discuss individual claims and employee information with the Human Resources offices and the Board of Health.
11. Communicate with representatives of the City as requested to review any cases/issues and to review reporting and administrative procedures designed to establish the most efficient flow of information.
12. Designate qualified Case managers to work with the City of Worcester and Worcester Public Schools.

V. ADDITIONAL TERMS AND CONDITIONS

1. All files belong to the City of Worcester and bidder agrees not to share, sell or otherwise release any City of Worcester employee information or documents to any third party. Successful bidder may not use any employee data for any purpose beyond the terms of conditions of the contracted services.
2. Legal services will continue to be provided by the City of Worcester.
3. Independent Contractor: The successful bidder must certify that he / she is not an employee of the City and is not authorized to act on behalf of the City of Worcester outside of the scope of services explained herein.
4. Sub-Contractors: Bidders shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Worcester.
5. Return of Property: Upon termination, Contractor shall immediately return to the City of Worcester without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Contractor by the City of Worcester or developed by the Contractor in accordance with this Contract.

ATTACHMENT A1

PRICE PROPOSAL

TO BE SUBMITTED UNDER SEPARATE COVER AS PER
SUBMISSION REQUIREMENTS CONTAINED HEREIN

In considering the most cost effective method to manage the Employee Vaccination Portal submission, the City requests that bidders include two separate methods of pricing their services: A) based on a monthly cost; and B) based on a per case cost. Price proposals must be inclusive of all services required and outlined in Section IV*.

Employee Vaccine Verification Portal & Tracking Services:

A. Pricing Based on Flat Monthly Fee for Services:

A = Flat monthly fee for all services = \$ _____

B. Pricing Based on Per Case Basis:

B = \$ _____ (cost per case) X 6850 employees per month = \$ _____

Proposers may bid on either or both options. Low monthly price shall prevail.

Proposer Name: _____

CITY OF WORCESTER

DRAFT COVID-19 VACCINATION VERIFICATION POLICY

1. Policy Statement

It is the policy of the City of Worcester to take appropriate actions to protect the health and safety of City employees and the public, and to prevent or minimize the exposure to, and further spread of the COVID-19 virus, in all City of Worcester workspaces. To achieve such goals, vaccinations and/or continuous testing shall be required for all City Employees.

In compliance with the deadlines stated below, all City of Worcester employees must verify their COVID-19 vaccination status. All employees who do not verify that they are fully vaccinated in accordance with the deadline identified below must submit proof of a negative COVID-19 screening test result every 7 days to continue to work for the City of Worcester.

2. Applicability

This policy applies to all City employees and volunteers, both part-time and full-time, including those Employees who perform work at City Hall, 25 Meade Street, Worcester Public Library (main library and branches), Senior Center, Mass Hire, all Worcester Fire Department locations, all Worcester Police Department locations, all Department of Public Works & Parks worksites, and all Technical Services locations. This policy does not apply to employees and volunteers of the Worcester Public Schools.

3. Definitions

a. “Fully Vaccinated”

Employees are considered “fully vaccinated:”

1. Two weeks after their second dose of a vaccine that requires an initial 2-dose series; or
2. Two weeks after a single-dose vaccine.

b. “Partially Vaccinated”

Employees are considered “partially vaccinated” if:

1. They have not received their second dose of a vaccine that requires an initial 2-dose series; and/or
2. They received their single dose vaccine or the second dose of a vaccine that requires an initial 2-dose series, less than 2 weeks prior to the compliance deadline.

4. Compliance Deadlines

1. All Employees: All employees must submit verification of vaccination status on or before **November 1, 2021**.
2. Employees who must submit COVID-19 test results: Employees who are not fully vaccinated must submit the results of a COVID-19 test result for a test conducted not more than 72 hours before the Employee’s scheduled time to report to work on **November 1, 2021**. After Employees submit the initial test results, Employees who are

not fully vaccinated must submit additional test results every 7 days, unless and until they become fully vaccinated. If an Employee verifies that the Employee has taken the test in a timely manner, but the employee has not yet received the result, the Employee may report to work pending the outcome of the test provided that that Employee has not COVID-related symptoms.

3. Employees eligible for a third dose: Employees whom the Worcester Department of Public Health deems eligible for a third dose of a vaccine must submit verification of their updated vaccination status within 30 days of eligibility.
4. Employees eligible for a booster dose: Employees whom the Worcester Department of Public Health deems eligible for a booster dose must submit verification of their updated vaccination status within 30 days of eligibility.
5. All Employees: All Employees who receive a phone call or email from an agent or representative of the City with questions regarding any matter related to this policy shall promptly and truthfully respond to the City's agent or representative.

5. Vaccine Verification Process

Employees must upload a copy of their COVID-19 vaccination card, or other confirmation of vaccination status from a health care provider to the City of Worcester's Vaccine Verification Portal. Information submitted must include (1) Employee's name; (2) Employee's date of birth; (3) the manufacturer of the vaccine; (4) the number of doses received; and (5) the dates on which the Employee received the doses.

If an employee does not have access to the technology necessary to upload this information, the employee may present a hard copy of the required information to Human Resources for processing.

6. Test Result Verification Process

Employees must upload a copy of their initial COVID-19 test results to the City of Worcester's Vaccine Verification Portal. Acceptable tests include viral tests, which check specimens from your nose or your mouth to determine whether you are currently infected with the virus that causes COVID-19, and include test specimen collection processes involving either saliva or nasal swab. The City will accept a PCR test, but will not accept a rapid test or a home test for the test result verification process.

After submission of the initial test result, Employees must submit COVID-19 test results to the City of Worcester's Vaccine Verification Portal every 7 days, unless and until the Employee becomes fully vaccinated. All test results submitted must show a specimen collection not more than 72 hours prior to the time when the Employee submits the test results.

In the event that an Employee receives a positive test result, the Employee must report the positive result in the City of Worcester's Vaccine Verification Portal, and must isolate at home in accordance with the guidance issued from the City of Worcester Department of Public Health.

Fully vaccinated employees who do not receive a third dose or a booster dose within 30 days of eligibility will be subject to the test result verification process, commencing on the 31st day after eligibility, until submission of verification of the required third and/or booster doses.

If an employee does not have access to the technology necessary to upload this information, the employee may present a hard copy of the required information to Human Resources for processing.

7. Exemptions

All requests for an exemption must be submitted to the Human Resources Department on the attached “Request for an Exemption from the City of Worcester’s COVID-19 Vaccination Verification Policy” form. Exemption requests shall be approved or denied at the discretion of the Director of Human Resources.

Employees on an approved leave of absence are not required to submit proof of vaccine status or COVID-19 test results while on leave. Employees returning to work from an approved leave must submit verification of fully vaccinated status or submit to the required testing within 3 days of returning to work.

Employees in isolation due to a positive COVID-19 test result will be exempt from testing requirements for 90 days from the date of the positive test result. On the 91st day after the positive test result, such employees must produce documentation showing either full vaccination status in accordance with Section 5 of this policy, or a negative test result in accordance with Section 6 of this policy.

Employees for whom the City approved an accommodation required by law may be exempt from some or all of the requirements contained in this policy. Employees who wish to request an accommodation must submit an exemption form to the Human Resources Department, and participate in an interactive conference with the Human Resources Department. Employees will not be considered exempt unless and until the Human Resources Department formally approves an exemption and/or a reasonable accommodation.

If an illness or health condition prevents an Employee’s timely submission of vaccine verification documentation or test results, Employees may submit medical documentation with the exemption form to excuse a late or untimely submission. If the Director of Human Resources is satisfied with the documentation submitted, the Director of Human Resources may authorize the Employee to use sick leave in accordance with the medical documentation and/or until the Employee submits the required vaccine verification documentation or test results.

Employees may submit a request to the Human Resources Department for an exemption from the requirements of this policy. Exemptions will be reviewed on a case by case basis, and will be approved or denied at the discretion of the Human Resources Department, the City Manager, and/or the Worcester Department of Public Health.

8. Access to Vaccines

COVID-19 vaccines are free and available to City employees in many locations. The Commonwealth of Massachusetts provides vaccine information at vaxfinder.mass.gov. The City will provide employees who wish to obtain a vaccine with one hour of leave, without loss of pay or any leave benefit, to do so.

9. Access to Testing

COVID-19 tests are available to City employees in many locations. The Commonwealth of Massachusetts provides a list of available testing sites at www.mass.gov/info-details/find-a-covid-19-test. Many sites offer free testing, but Employees must verify in advance whether the testing site charges a fee. The City is not responsible for the cost of testing.

10. Failure to Comply

Employees who fail to comply with the terms of this policy, and do not receive an exemption in accordance with Section 7 will be charged vacation leave until the Employee complies with provisions of this policy. If an Employee whose vacation leave has exhausted fails to comply with the terms of this policy and does not receive an exemption in accordance with Section 7 will be placed on unpaid administrative until the Employee achieves compliance. Any Employee who refuses to comply with the policy for more than thirty (30) days will be deemed to have abandoned their employment with the City.

Nothing in this policy is intended to modify collective bargaining agreements. Nothing in this policy is intended to negate Employees' compliance with other policies, guidelines, laws, regulations, directives and orders regarding COVID-19.

This policy is effective as of November 1, 2021.

Distribution: Department Heads/Cabinet Members/ All Employees

NOT TO BE INCLUDED IN POLICY, BUT TO BE OFFERED TO EMPLOYEES

Testing Related To A Verified Workplace Exposure

The City will continue to provide testing, at the City's expense, for all essential personnel, provided the Employee was exposed or potentially exposed to COVID while at work. In addition, the City will extend this benefit to nonessential personnel, provided the Employee was exposed or potentially exposed to COVID while at work.