



Pilot Program

RFP #	#2021 02
Proposal Release Date	August 28, 2020 at 12:00 PM E.S.T.
Questions	[REDACTED]
Addendums Posted:	September 3, 2020 at 9:00 AM E.S.T.
Submission Deadline:	225900928/ATA ETST.980010.98225.96395.4Tm0g:00g:580010.984317.585.09(392.46
Submittal Location:	Wellesley Public Schools 40 Kingsbury Street Wellesley, MA 02481

Designated Contact:

Cynthia D. Mahr, Assistant Superintendent for Finance and Operations

All contacts/inquiries should be made by e mail to the following address:

schoolbids@wellesleyma.gov

Table of Contents

Section	Description	Page
Legal Notice		4
Section 1: General Information	1. Overview	5
	2. Availability of Proposal Documents	6
	Questions	6
	Addenda and Interpretation	

	4. Contract	14
	5. Term	14
	6. Competitiveness and Integrity	14
	7. Right to Know Legislation	14
	8. Method of Acquisition	14
	9. Invoicing and Payment	15
	10. Delivery	15
	11. Warranty	15
Section 5: Project Specifications	1. Scope of Services	15
Section 6: Product and Performance Terms	1. Comparative Evaluation Criteria	22
Forms	Form A: Cover Sheet	28
	Form B: Price Proposal Form	30
	Form C: References	31
	Form D: Certificate of Non Collusion	32
	Form E: Tax Compliance Certification	33
	Form F: Certificate of Authority	34
	Form G: Disclosure of Lobbying Activities Form	35
	Form H: Certificate Regarding Disbarment	36
	Form I: Corporate / Partnership Form	37
	Form J: Data Security Agreement	39
	Form K: Wellesley Standard Contract Form	40
	Form L: Bid Capabilities	

LEGAL NOTICE

REQUEST FOR PROPOSAL

Safer Teachers, Safer Students: SARS CoV 2 Testing Pilot Program

The Wellesley Public Schools invites sealed proposals for **Safer Teachers, Safer Students: SARS CoV 2 Testing Pilot Program for Wellesley Public Schools** at the Wellesley Public Schools, ATTN: Cynthia D. Mahr, Assistant Superintendent for Finance and Operations, 40 Kingsbury Street, MA 02481, at which time they will be accepted.

For questions, information, or proposal documents contact Cynthia D. Mahr, Assistant Superintendent for Finance and Operations at schoolbids@wellesleyma.gov.

Key Dates/Times:

Item	Date	Time	Location
Notice Emergency Bid Process	08/28/2020	12:00 PM EST	Wellesley Public Schools Website Goods and Services Bulletin COMMBUYS Wellesley Public Schools Website
Release of Proposal	08/28/2020	12:00 PM EST	WPS Business Office 40 Kingsbury Street Wellesley, MA 02481

SECTION 1: GENERAL INFORMATION

1. OVERVIEW

This is a **Request for Proposal (RFP)** issued by the Wellesley Public Schools to conduct its **Safer Teachers, Safer Students: SARS CoV 2 Testing Pilot Program**.

In an effort to provide empirical evidence of the number of SARS CoV 2 cases in our public schools and potentially reduce fear, we would like to implement a comprehensive and coordinated infrastructure for testing PreK - 12 school aged children and staff (and close contacts of confirmed cases). This testing program will greatly assist with identifying those who are infected with SARS CoV 2 by providing rapid notification to districts, such that districts can isolate individuals and reduce transmission. Expedient testing of symptomatic individuals will also facilitate the return to school (and ability to stay in school) for children and staff who do not have COVID 19, thereby preserving the

Cynthia D. Mahr at schoolbids@wellesleyma.gov to submit questions relating to this proposal. All answers will be posted on the Wellesley Public Schools website and will be e mailed to all vendors who have requested a copy of the proposal.

4. ADDENDA AND INTERPRETATION

Prior to the opening of proposals, no interpretation of the meaning of the proposal documents

Every proposal must be submitted on the prescribed proposal forms, copies of which are included with the proposal documents. All blank spaces on the proposal forms shall be filled in, in ink or typewritten, in words or figures. The prices for each item on the Price Proposal shall be stated in both words

opening of general proposals. All proposal prices proposal

Quotation Spreadsheet or a surrogate so authorized in writing. After the proposal opening, a proposer may not change any provision of the proposal in a manner

3.REFERENCES

Proposer must provide a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project. Any omission will be considered grounds to invalidate the proposer's proposal. Use complete

The term "responsive and responsible proposer" shall mean the proposer (1) who possesses the skill, ability and integrity necessary for the faithful performance of the work, as determined by the Town; and (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

In the event of a tie, the Town will flip a coin assigning "heads" to the proposer whose company name is alphabetically first.

2. TIMEFRAME FOR AWARD

Award of the Contract will be made within thirty (30) business days after (i) the opening of proposals or (ii) the receipt by the Town of any approvals necessary from federal or Commonwealth agencies in connection with the project, whichever is later. All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the proposal

- Assurance Testing

- Manage registration
- Conduct Initial Screening to determine eligibility and determine if symptomatic
- Schedule 5 minute test

Registration

<p>Transport / Analysis</p>	<ul style="list-style-type: none"> • Transport collected specimens to the testing laboratory. • Track collection times and delivery times to the testing laboratory. • Minimize turnaround time (requesting < 24 hrs) • Manage test selection, sensitivity, accuracy • Update test protocol as advances in testing continue to occur with written approval of WPS • Meet all necessary transport and storage condition requirements 		
<p>Reporting</p>	<ul style="list-style-type: none"> • Notify patients or their proxy in case of minors (following HIPAA regulations), MDPH, the Wellesley Board of Health, and with the appropriate consent, WPS. • Direct participants to education and resources including instructions for isolation and quarantine if applicable. • Tracking metrics (stripped of any PII data but with relevant demographics for purposes of assessing effectiveness of the testing program) • Dashboard of key metrics 	<p>Establish key reporting metrics *</p>	<p>Follow appropriate protocols based on test result notification</p>
<p>Contact Tracing</p>		<ul style="list-style-type: none"> • Work with Wellesley BoH to develop protocols and procedures in the event of a positive test • Conduct contact tracing with Wellesley BoH per protocols 	

- Billing**
- For symptomatic testing and contacts, bill insurance when possible
 - For asymptomatic testing, uninsured, and contacts of positive cases that are not eligible for insurance, bill appropriate account

Wellesley			
Estimated Testing by Week	Symptomatic	Asymptomatic Staff	Asymptomatic Students
10/21 10/28	100	1300	4,300
11/4	200	1300	1,400
11/11	200	1300	1,400
11/18	200	1300	1,400
11/25	200	1300	1,400
12/2	200	1300	1,400
12/9	200	1300	1,400
12/16	200	1300	1,400
12/23	200	1300	1,400
Grand Total	1,700	11,700	15,500

Key Deliverables:

Deliverable 1: Testing Site Plan and Operational Procedures

Establish COVID 19 testing site(s) and operational procedures, including defining hours and location

- Three paved parking lots have been identified as potential test sites.
- Vendor will be required to provide all necessary infrastructure to establish testing spaces that maintain patient confidentiality and assures protection of patients from COVID transmission.
- Hours of operation for testing services may be variable and should be described in plan.

- Purchase and maintain consistent

- Define staffing models (medical and non medical), liability insurance, CORIs and SORIs completed
- Obtain medical orders for testing through an appropriate ordering provider
- Medical licensing, CLIA certification or waiver, and all other required licenses or waivers as required by the MDPH, FDA, or other relevant state or federal entities.
- **Must have the capacity to obtain PPE appropriate to level of potential exposure**

Testing

Support / Help Desk
Costs
Contract Requirements
Quality

• •

Risks / Mitigations

- Robustness of interventions/actions for addressing potential risks
- Ability to adapt to new testing technology as advances are scientifically proven and available to ensure lowest cost and fastest turnaround time.
- Flexibility in projected volume

2. Proposer must receive favorable ratings or reviews from references.

The extent to which the Firm has received consistently high reviews from

The contractor is lacking in one area of the process flow	Not Advantageous
The contractor has not provided a complete solution.	Unacceptable

INSURANCE

With the award of the Contract, the successful proposer shall submit Certificates of Insurance to the Town to prove that it has certain minimum coverages as more fully described in the Contract (Form K) attached hereto.

FORM A – COVER SHEET

WELLESLEY PUBLIC SCHOOLS

Instructions to Proposer

Safer Teachers, Safer Students: SARS CoV 2 Testing Pilot Program RFP

From: _____

(Name of Proposer)

a corporation, organized and existing under the laws of the state of _____

a partnership

a joint venture

an individual

doing business as _____

By submitting this proposal, the undersigned represents **COVER**

FORM B – PRICE PROPOSAL FORM

Price per test (all inclusive): \$ _____

All quotes must be submitted in the manner and form prescribed by the specifications which control award(s) of this contract. **Award(s) will be made to the responsive and responsible vendor(s) offering the most advantageous proposal, taking into consideration requirements and comparative criteria as set forth in the RFP, including price.**

Quotes may be delivered to the WPS Business Office to the address listed above or e mailed to: schoolbids@wellesleyma.gov. It is recommended to e mail or call to confirm that your document has been received for consideration.

FORM C REFERENCES

Proposers must provide three references performed in the past three (3) years that are similar in size and scope to this

FORM D CERTIFICATE OF NON COLLUSION

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.

Signature of individual submitting bid or proposal

Name of business

Date

FORM E – TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*(Individual or Corporate Name) Signature of person submitting bid or proposal

Name of business

**Social Security Number or Federal Identification Number

Date

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant, and separate forms completed by each subcontractor.

**Your Social Security Number and Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. c. 62C, § 49A.

FORM F CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____ (name of corporation) held on * _____ (date) at which all the Directors were present or waived notice, it was voted that _____ (name), _____ (office) of this corporation, be it he or she, hereby is authorized to execute proposal documents, contracts and bonds in the name and on behalf of

FORM G DISCLOSURE OF LOBBYING ACTIVITIES FORM

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB 0348-0048
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse)

CFDA Number, if applicable:

12. Form of Payment (check all that apply):
 actual planned a. retainer b. one-time fee

(attach Continuation Sheet(s) SF-LLL, if necessary)

15. Continuation Sheet(s) SF-LLL attached Yes No

Date: _____ No.:

Authorized for Local Reproduction
Standard Form 298-108

Legal Use Only

FORM H CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

upon which reliance was placed

"primary covered transaction," "principal," "person," and "voluntarily excluded" as used in this clause have the meanings set out in the

(1) The undersigned certifies that he/she is not a

Title: _____

SIGNATURE _____ DATE _____

National Association of State Contractors

FORM I CORPORATE/PARTNERSHIP FORM

NOTE: If the proposer is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what State: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes ____ No ____

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

Other form of business organization:

FORM J –

use Data Files shared under this Agreement for no

cooperate fully with Wellesley Public Schools and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of Services to students and/or Wellesley Public Schools, and shall provide full access to Contractor's facilities, staff, agents and Wellesley Public Schools Data Files and all records pertaining to the Contractor, Wellesley Public Schools Data Files and delivery of Services to Wellesley Public Schools. Failure to cooperate shall be deemed a material breach of the Contract.

not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of Wellesley Public Schools .

seek prior written consent from Wellesley Public Schools before using any de identified Wellesley Public Schools Data Files for internal product development and improvement and/or research.

Contractor acknowledges and agrees that de identified Wellesley Public Schools Data Files is defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers. Contractor also acknowledges and agrees not to attempt to re identify de identified Wellesley Public Schools Data Files and not to transfer de identified Wellesley Public Schools' Data Files to any party unless (a) that party agrees in writing not to attempt re identification, and (b) prior written notice has been given to Wellesley Public Schools who has provided prior written consent for such transfer.

Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all

Contractor represents

The designated representative for Wellesley Public Schools for this Agreement is:

Name: Kathy Dooley

Title: Director of Technology (WPS)

The Contractor shall be liable for any and all damages,

FORM K – STANDARD CONTRACT FORM
Town of Wellesley, Massachusetts

Town: Town of Wellesley, Massachusetts

Town's Representative: School Committee

PERSONNEL AND SUBCONTRACTORS:

Vendor's Team:

Subcontractors:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	[]	[]	[]
Not Attached	[]	[]	[]

School Committee:

Vendor:

By: Linda Chow

By:

APPENDIX A
TERMS AND CONDITIONS

1.PERFORMANCE OF SERVICES

All Services of the Consultant shall be performed by qualified personnel. The Consultant's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Consultant of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Consultant to remove any personnel from the Project for reasonable cause. The Consultant shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Consultant to cease providing Services immediately upon written notice.

2.TIME

The Consultant shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Consultant shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Consultant to request any information necessary to be provided by the Town for the performance of the Consultant's Services. Time is of the essence of this Agreement.

3.REIMBURSABLE EXPENSES

If out of pocket expenses are not included in the Consultant's fee, the Town shall compensate the Consultant for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Consultant agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4.CONSULTANT'S COMPENSATION

a. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Consultant for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Consultant unless otherwise specified herein or in the Proposal. The Consultant shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Consultant shall advise the Town at such time as the Estimated Amount has been reached. The Town shall be obligated to provide Estimated Amounts.

work that should have been anticipated by the Consultant in the preparation of construction documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Consultant or its Subcontractors.

c. Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Consultant shall submit, not more often than monthly, a bill for services rendered, not to exceed \$100,000 per month, and shall be paid within 30 days of the date of the bill.

The Consultant shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth below during all times that the Consultant is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement. Minimum Insurance Limits: \$1,000,000 per occurrence; \$3,000,000 aggregate.

b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage. Minimum Insurance Limits: \$2,000,000.

c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.

d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage. Minimum Insurance Limits: \$1,000,000 CSL.

e. Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Agreement. Minimum Insurance Limits: \$2,000,000.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Consultant hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Consultant shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Consultant from any liability for breach of its obligations under this Agreement.

At the request of the Town, a Subcontractor employed by the Consultant shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Consultant. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Consultant agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description

b. Assignment by Consultant. The Consultant shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Consultant in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Consultant with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Consultant.

d. Confidentiality. The Consultant shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Consultant shall, from time to time, certify that it has not and will not, in the performance of its duties hereunder, disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

addition to any other rights or remedies provided by law. The Town may

a. By execution of this Agreement the

Appendix B
SCOPE OF SERVICES

We are

Vendor will provide WPS with its HIPAA Notice of Privacy Practices and relevant Business Associate Agreements, if applicable. The Approved HIPAA Notices of Privacy Practice will be provided to the patients.

- Vendor (and any lab or subcontractor) has secured all appropriate licenses or waivers from the Massachusetts Department of Public Health (MDPH) and other required state or federal entities to perform services under this contract.
- Once positive cases are identified, vendor will notify the individual or proxy in the case of a minor, (following HIPAA regulations), MDPH, local Board of Health, and with the appropriate consent, WPS.

Appendix C
THE CONTRACT PRICE

The Town shall pay the Contractor for work within a month for completed, submitted, and approved reports (_____): \$_____