



WELLESLEY PUBLIC SCHOOLS

Request for Proposals Safer Teachers, Safer Students: SARS-CoV-2 Testing Pilot Program

RFP #	#2021-02
Proposal Release Date	August 28, 2020 at 12:00 PM E.S.T.
Questions Date:	September 1, 2020 at 9:00 AM E.S.T.
Addendums Posted:	September 3, 2020 at 9:00 AM E.S.T.
Submission Deadline:	September 8, 2020 at 9:00 AM E.S.T.
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

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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
Release of Proposal	08/28/2020	12:00 PM EST	Wellesley Public Schools Website WPS Business Office 40 Kingsbury Street Wellesley, MA 02481 Email schoolbids@wellesleyma.gov https://www.commbuys.com/bso
Questions Due	09/01/2020	9:00 AM EST	Email schoolbids@wellesleyma.gov
Amendments and Responses to Questions	09/03/2020	9:00 AM EST	Will be emailed to all vendors of record and posted to our website.
Submittal Date	09/08/2020	9:00 AM EST	WPS Business Office Attn: Cynthia D. Mahr Asst. Supt. For Finance & Operations 40 Kingsbury Street Wellesley, MA 02481 schoolbids@wellesleyma.gov
Term	Upon Signed Contract through 3/31/21		

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 school 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. ~~Expeditious 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 workforce.~~

Wellesley has joined a collaborative that includes 4 other towns (Brookline, Somerville, Revere and Chelsea), with each town proposing a 3-month SARS-CoV-2 Testing Pilot Program in each town of weekly COVID testing (PCR-based) for students and staff with rapid results (ideally within 24 hours) to support school reopening. This Request for Proposals specifically pertains to the proposed pilot program for the Town of Wellesley.

Wellesley Public Schools is a public school district with pre-kindergarten (PreK) through grade 12. As of fall 2020, the district includes one (1) pre-school facility, seven (7) elementary schools, one (1) middle school, ~~and one (1) high school~~ totaling approximately and (1) remote learning school totaling approximately 4,800 students and ~~1,200~~1,300 staff including sub-contractors across all schools.

The Town is an affirmative action/equal opportunity employer and encourages participation from certified minority and women-owned businesses in this RFP. The Town may cancel this RFP or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

2. AVAILABILITY OF PROPOSAL DOCUMENTS

Proposal documents will be made available beginning **August 28, 2020 at 12:00 PM E.S.T.** by the following means:

- a) By e-mail to schoolbids@wellesleyma.gov, or

Proposal documents will be e-mailed unless delivery via U.S. Mail is specified by the requestor. Proposers shall use complete sets of proposal documents in preparing proposals. The Town will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.

The Town, in making copies of the proposal documents available, does so only for the purpose of obtaining proposals on the work of this RFP, and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof.

3. QUESTIONS

Any questions relating to this proposal are due by **September 1, 2020 at 9:00 AM E.S.T.** Email 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 will be made to any proposal orally. Any apparent inconsistencies or any matter seeming to require explanation or interpretation in this RFP, must be inquired into in writing and addressed to Cynthia D. Mahr at schoolbids@wellesleyma.gov. No requests will be accepted beyond **September 8, 2020 at 9:00 AM E.S.T.**

Written addenda will be e-mailed to all parties who, according to the Town's records, have obtained or requested proposal documents and have furnished an e-mail address for such purposes. Absence of "failure" messages electronically transmitted from addressee's e-mail address will serve as confirmation of delivery of addenda.

Copies of addenda will be made available for inspection at all locations where proposal documents are on file for that purpose and will be available at the WPS Business Office at 40 Kingsbury Street, Wellesley, MA 02481. Each proposer shall be responsible for determining that it has received all addenda issued and shall acknowledge receipt of all addenda on its Cover Sheet, and failure of any proposer to receive any addendum shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the proposal documents.

All addenda will be posted by **September 3, 2020 at 9:00 AM E.S.T.** Proposer should contact Cynthia Mahr via e-mail (schoolbids@wellesleymsd.gov) or phone (781-446-6210 ext. 5611) if they believe an addendum has not been received.

The Town will not be responsible for, and no proposer may rely upon or use as the basis of a claim against the Town, any information, explanation or interpretation of the proposal documents rendered in any fashion except as herein provided.

SECTION 2: HOW TO SUBMIT A PROPOSAL

1. PROPOSAL SUBMITTAL

Proposals consist of two parts: a Price Proposal and a Non-Price Proposal. In accordance with M.G.L. c. 30B, respondents must submit separate Price and Non-Price Proposals in **separately sealed envelopes** clearly marked with the following information on the front of the envelope:

Price Proposals:

"Price Proposal for RFP #2021-02 – Safer Teachers, Safer Students: SARS-CoV-2 Testing Pilot Program"

Non-Price Proposals:

"Non-Price Proposal for RFP #2021-02 – Safer Teachers, Safer Students: SARS-CoV-2 Testing Pilot Program"

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 and figures. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the proposer. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern.

The proposer shall enclose its sealed proposal in an outer envelope addressed as follows: FROM: (Proposer's name and business address)

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

TO:

Wellesley Public Schools

c/o Cynthia D. Mahr, Assistant Superintendent for Finance and Operations

40 Kingsbury Street Wellesley, MA 02481

Proposers may submit bids electronically or in paper form. If submitted electronically, two separate files must be submitted to schoolbids@wellesleyma.gov one for the Price Proposal and one for the Non-Price Proposal. Paper submittals must include one original and three (3) copies of the proposal. The Town also requests that all Price and Non-Price Proposals be copied onto a thumb drive with two (2) thumb drives submitted with the hard copy of each proposal. One thumb drive with the Non-Price Proposal and one thumb drive with the Price Proposal. Regardless of the means of submittal, the receipt must be on or before the stated deadline.

The proposal shall state the legal name of the proposer and shall be signed in ink by a person or persons legally authorized to bind the proposer to a contract, as follows: (1) if the proposer is an individual, by him/her personally; (2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. The name and title of the person or persons signing the proposal shall be typed or printed below the signature(s).

2. FAX/ELECTRONIC PROPOSAL SUBMITTAL

Proposals sent by electronic means are acceptable. Proposer will be expected to confirm receipt of the submission if submitted electronically. Please allow adequate time for delivery of the proposal either by air freight, postal service, or other means.

3. RECEIPT OF PROPOSALS

All proposers are cautioned to allow ample time for transmittal of proposals. Proposers are solely responsible for delivery to and receipt by the Town of proposals by the proposal deadline. Proposals received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed proposals, regardless of postmark.

Any proposal may be withdrawn by the proposer or its duly authorized representative by written notice received by the Town at the address for receipt of proposals specified in the Request for Proposals prior to the time scheduled for the opening of such proposals or authorized postponement thereof. No proposal may be withdrawn for sixty (60) business days after the

opening of general proposals. All proposal prices submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.

4.COMPLIANCE WITH REQUEST FOR PROPOSAL

Proposer must comply with all requirements of this RFP in order to be eligible for contract award. The Town reserves the right to reject any or all proposals if it is in the public interest to do so. Every proposal which does not conform to statutory requirements, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, shall be considered invalid and the Town shall reject any such proposal.

In addition, the Town may consider informal and may reject any proposal which is not prepared and submitted in accordance with all requirements of the proposal documents, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the Town, substantially less or more than the actual cost to complete the work; provided, however, that the Town reserves the right to waive any and all minor informalities or non-statutory requirements.

Subject to the foregoing, if the proposal forms, specifications, or any other proposal documents require submission of special information or data to accompany proposals, and any proposer neglects to furnish such information or data with its proposal, the Town may reject the proposal of such proposer as incomplete; provided, however, that the Town reserves the right to deem any such omission which is not an omission of substance as an informality for which such proposal will not be rejected, and to subsequently receive such information or data prior to award of the contract.

5.REQUIRED PROPOSAL DOCUMENTS

All proposals are **required** to contain the following forms fully completed and signed (if applicable) as part of the **Price Proposal** envelope:

- a. Cover Sheet (Form A)
- b. Price Proposal Form (Form B);
- c. References (Form C);
- d. Certificate of Non-Collusion (Form D);
- e. Tax Compliance Certification (Form E);
- f. Certificate of Authority (Form F);
- g. Disclosure of Lobbying Activities Form (Form G);
- h. Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion (Form H);
- i. Corporate/Partnership Form (Form I);
- j. Data Security Agreement (Form J);
- k. Town of Wellesley Standard Contract (Form K); and
- l. Bid Capabilities (Form L)

6.MODIFICATIONS TO PROPOSALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town not later than the close of business on the day before the proposal deadline on **September 4, 2020 at 1:00 PM E.S.T.** Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____."

Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the Wellesley Public Schools Name of Proposal Price

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 prejudicial to the interests of the Town or fair competition as determined by the Town.

7. PROPOSAL OPENING

Sealed proposals will be accepted at Wellesley Public Schools, c/o Cynthia D. Mahr, Assistant Superintendent for Finance and Operations, 40 Kingsbury Street, Wellesley, MA 02481 by **9:00 AM E.S.T.** as read on the clock in the reception area on **September 8, 2020**. Under M.G.L. c.30B, proposals will not be opened publicly. Proposals will become public record when the evaluation process is completed. All requests for copies of proposals submitted after the evaluation process is completed should be e-mailed to schoolbids@wellesleyma.gov

SECTION 3: PROPOSER REQUIREMENTS

1. PERFORMANCE CAPABILITIES

Proposer must be capable of providing the specified goods and services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner. Time of performance is critical to this RFP. Proposer must reassure the Town of their capacity to perform within the timeframe set out in this RFP.

Poor references may be used as a basis for determining that a vendor is not a responsible proposer. The Wellesley Public Schools may act as its own reference.

2. QUALIFICATION & MINIMUM REQUIREMENTS OF PROPOSER

In order to be considered for the award of this RFP, proposer must demonstrate competency in the business of providing the goods and/or services specified in this RFP by conformance with the following criteria:

- a. Proposer must have a verified experience record acceptable to the Town, including having successfully performed similar size and scope of work as is proposed for at least two (2) other companies, school or towns.
- b. Proposer must not have defaulted on or failed to perform any contract within the last three (3) years.
- c. Proposer must receive favorable ratings or reviews from references.
- d. The product or service offered must meet the requested specifications.
- e. Proposer must be registered to do business in Massachusetts.
- f. Proposer must hold all applicable State and Federal permits, licenses, certifications and approvals.

The Town may make such investigations as it deems necessary to determine the ability of the proposer to supply the necessary equipment, and the proposer shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer, or the Town's own experience with such proposer, fails to satisfy the Town that such proposer is properly qualified to carry out the obligation of the Contract by supplying the equipment and services contemplated therein. Conditional or qualified proposals will not be accepted.

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 the form marked "**REFERENCES**" in this proposal (Form C) and provide the following information for each reference:

Contact Person

- a. Street Address
- b. City, State, Zip
- c. E-mail Address
- d. Phone Number

4. SUBCONTRACTORS

Proposer must supply a list of subcontractors and specific services outsourced to be used during the contract, if applicable. All subcontractors including labs must abide by HIPAA rules and regulations.

5. TAXES

The Town is exempt from Town, County, State and Federal/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on each Proposal. Proposer shall obtain all appropriate tax exemption certificates from the Town.

No contract may be entered into with any party that has not filed and paid all taxes required under law. This certification is to be included with the sealed proposal. Failure to submit a statement of compliance will result in the proposal being disqualified. (Form E)

6. "OR EQUAL" PROPOSALS

An item at least equal to one or more that are named or described in the specifications may be offered by a proposer.

To determine if the materials or articles proposed by the proposer are equal to those specified, the Town shall consider whether the materials or articles proposed are at least equal in quality, durability, appearance, strength and design to the material or articles named or described and will perform at least equally the functions imposed by the design for the project; and conforms substantially, even with deviations, to the detailed requirements of the specifications. The name and manufacturer's published product specifications establishing product equality must accompany "Or Equal" Proposals. Acceptance of "Or Equal" Proposals shall be at the sole discretion of the Town, whose decision shall be final.

SECTION 4: AWARD AND CONTRACT

1. RULE OF AWARD

The **Contract for Services** (the "Contract") (Form K) will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all requirements and comparative criteria as set forth in the RFP, including price, as solely determined by the Town. Such proposer shall have complied with the requirements of this proposal invitation and possess the skill, ability and integrity necessary for the faithful performance of the work and comply with all applicable provisions of law.

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 opening or until a Contract is executed, whichever occurs first.

3.RESERVED RIGHTS

As it deems best serves the interests of the Wellesley Public Schools, the Town reserves the right to:

- a. Cancel this RFP at any time, with or without notice to prospective proposer. Reasonable efforts will be made to give timely notice.
- b. Accept or reject, in whole or in part, any and all proposals as permitted by law.
- c. Waive or adjust non-statutory proposal requirements before or after proposals are opened, while also being non-prejudicial to the interests of fair competition.

4.CONTRACT

The successful proposer will be notified in writing, by mail or otherwise, that its proposal has been accepted and that it has been awarded the Contract. The successful proposer shall execute the Contract (Form K) within ten (10) days after presentation of the Contract to the proposer or notice to the proposer that the Contract is ready for execution. The Town shall have no obligation whatsoever to the successful proposer until such Contract is executed. **A signed contract will result from this RFP and will remain in effect for the contracted work period** or until the purpose of the contract is fully realized. While the contract is in effect, the Procurement Officer acting on behalf of the **Wellesley Public Schools** may continue to place orders for the awarded items at the original proposal price.

5.TERM

The term of this agreement will be from the date of the signed contract until December 23, 2020.

6.COMPETITIVENESS AND INTEGRITY

The Town has assigned control of this proposal process to the Wellesley Public Schools Business Office to prevent biased evaluations and to preserve the competitiveness and integrity of such efforts. Proposer are to direct all communications regarding this RFP to the Wellesley Public Schools Business Office, unless otherwise specifically noted. Attempts by proposer to circumvent this requirement will be viewed negatively and may result in rejection of that proposal. The Wellesley Public Schools Business Office may refer communications to other parties for clarification.

7.RIGHT TO KNOW LEGISLATION, M.G.L., CH. 111F & 454 C.M.R. 21.06

All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to M.G.L. c. 111F, are cautioned to obtain and read the statute and regulations referred to above.

8.METHOD OF ACQUISITION

All items and materials shall be included in the price of services. Wellesley Public Schools will issue purchase orders if they deem the Contract useable.

9.INVOICING AND PAYMENTS

The successful proposer must direct all invoices to:

WPS Business Office
c/o Accounts Payable
40 Kingsbury Street
Wellesley, MA 02481

Wellesley Public Schools is tax-exempt. Sales taxes and finance charges will not be paid. Individual purchase orders will be assigned to the successful proposer from the participating Wellesley Public Schools in this RFP and each is to be invoiced separately. All invoices submitted must show the respective Wellesley Public Schools' purchase order number.

Payments will be made for all goods/services delivered within 30 days of receipt and acceptance of delivery.

10. DELIVERY The delivery time, as stated in the RFP, shall be the time required to deliver the complete item after the receipt of the order or award of the Contract. The Town reserves the right to reject any proposal in which the delivery time indicated may delay the operational needs for which the commodity/service is intended.

11. WARRANTY The successful proposer shall provide warranties to the Town as more fully described in the Contract (Form K) attached hereto.

SECTION 5 – PROJECT SPECIFICATIONS

1. SCOPE OF SERVICES

We are interested in implementing a 3-month pilot program of weekly COVID testing for students, staff and school contacts of positive cases with results ideally within 24 hours.

The pilot program would consist of:

~~•**Symptomatic Testing and Contacts:** In-town testing for symptomatic individuals and contacts. This will occur at a specified location and provide rapid results ideally within 24 hours. This will be critical during the upcoming flu season so as to distinguish COVID-19 from flu and other illnesses. In many cases, this testing will be covered by insurance and therefore we seek a vendor that can appropriately bill insurance providers. While we do not have exact numbers given the uncertainty ahead, we believe this may be approximately 2,000 tests over the 3-month period for the Town of Wellesley.~~

•**Time Zero Benchmark Testing:** One-time testing of staff and students prior to in-person return to buildings. This would include testing approximately 5,500 students, WPS staff and town employees with results returned before October 1.

- **Assurance Testing for Staff:** ~~weekly testing for approximately 1300 members of onsite staff for the duration of the 9-week pilot. We are interested in implementing a 3-month pilot program of COVID testing for students, staff and school contacts of positive cases ideally within 24 hours.~~ Our staff come from a wide range of towns and nearby states to come to work. Testing would help to provide assurance, both for our staff and for our parents.

~~• **Longitudinal Surveillance:** This would include 9-week “surveillance testing” of approximately 1,200 students weekly, to provide real-time estimation of risk in buildings and provide empirical evidence of the effectiveness of our safety protocols are working or not.~~

Requirements:

~~• Testing for symptomatic individuals remains a top priority and will necessitate a separate testing process from surveillance testing of asymptomatic individuals.~~

- Testing will occur outside of classroom hours at a separate location so as not to disrupt the learning environment and will be available by appointment on both weekdays and weekends.
- Vendor will provide a complete solution ~~to minimize so as not to put~~ any burden of testing activities on Wellesley Public Schools or Wellesley Health Department. This includes the ability to provide sufficient and appropriate staff (including clinical staff), Personal Protective Equipment (PPE), ordering provider(s), testing supplies, and equipment.
- Vendor will obtain informed consent for minor children as young as PreK from their parent/guardian, as well as informed consent for adult staff who work for WPS (patient). This consent form will include language that allows the Vendor to share test results, identifiable information, and other data directly with the WPS and the Wellesley Board of Health, regardless of the state or town of residence of the adult staff or minor.
- Vendor (and any lab/subcontractor) will comply with all state and federal laws and regulations applicable to the privacy and security of personal and other confidentiality related requirements, including HIPAA. The data collected shall be entered into a HIPAA-compliant electronic record keeping system for purposes of security and applicable covered transactions, including billing. 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.

Roles and Responsibilities

The following table outlines the activities that are required to facilitate the end-to-end testing process and identifies the responsible party/parties for each of the respective activities.

ACTIVITY	RESPONSIBLE PARTY		
		Vendor (with support of Testing Partner)	Wellesley School Committee (or its delegates)

<p>Registration</p>	<ul style="list-style-type: none"> • Manage registration • Conduct Initial Screening to determine eligibility and determine if symptomatic • Schedule 5 minute test appointment based on availability, capacity and risk • Prioritization of symptomatic individuals • Technology delivery method (app, website, etc.) • Collect adult proxy information for all minors • Establish process for families with multiple children 	<ul style="list-style-type: none"> • Invite participants to sign up for testing • Establish non-compliance policy 	<ul style="list-style-type: none"> • Sign up for 5 minute test window at convenient time and location • Transportation to and from testing location
<p>Consent</p>	<ul style="list-style-type: none"> • Obtain appropriate legal consent for testing of all students and staff for data sharing with WPS, develop privacy protocols for patients, provide HIPAA Notices of Privacy Practice to patients, provide and execute relevant Business Associate Agreements • Obtain consent for testing of minors and notification of results to proxy 	<ul style="list-style-type: none"> • Final approval of consent form • Final approval of HIPAA Notices of Privacy Practice • Final approval of relevant Business-Associate Agreements 	<p>Sign consent</p>
<p>Tenting and Testing Protocols</p>	<ul style="list-style-type: none"> • Identify and procure all requirements for testing site (wifi, electricity, porta potty and any necessary infrastructure) • Secure all required licenses and waivers from MDPH and other entities to operate the test site and take samples as well as conduct laboratory testing. • Define test times given available locations • Maintain site • Staff testing times and supply appropriate PPE for vendor employees/subcontractors • Ensure that all employees appropriately certified, insured, CORled and SORled • Manage availability and storage of test kit • Verify identity of patient • Manage personal information including the provision of appropriate HIPAA privacy notifications and compliance with HIPAA and other state and federal privacy laws • Label sample • Collect sample for minors or observe sample collection for adults as required • Dispose of any biohazardous waste and all other other waste • Manage capacity and throughput to minimize wait times • Provide all testing site signage, traffic flow 	<ul style="list-style-type: none"> • Formal request and final approval of tenting location and conditions 	<ul style="list-style-type: none"> • Show up at appointed time for testing

<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 	
<p>Billing</p>	<ul style="list-style-type: none"> • 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 		

~~* **Note:** For purposes of symptomatic testing, use of a third party medical facility could negate the need for tenting, sample transport and other aspects of the testing process. However, reporting of these cases would need to integrate with a centralized repository for purposes of publishing dashboard metrics.~~

Estimated Testing Volume Range by week

~~Exact numbers for asymptomatic testing can be provided on the Monday prior to each testing week. Focus initially will be baseline testing for staff and students followed by testing of staff.~~

Wellesley			
Estimated Testing by Week	Symptomatic	Asymptomatic - Staff	Asymptomatic - Students
10/21- 10/28	100	1300	4,300
11/4	200	1300 400-1000	1,400 0
11/11	200	1300 400-1000	1,400 0
11/18	200	1300 400-1000	1,400 0
11/25	200	1300 400-1000	1,400 0
12/2	200	1300 400-1000	1,400 0
12/9	200	1300 400-1000	1,400 0
12/16	200	1300 400-1000	1,400 0
12/23	200	1300 400-1000	1,400 0
Grand Total	1,700	11,700 4500-9300	15,500 4300

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 with possibility of indoor space available.
- 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. WPS is particularly interested in testing services provided during afternoons, evenings, and weekends.

Vendors must:

- Identify, establish and train a team of appropriately medical credentialed and other operational staff, including appropriate ordering providers
- Establish written site operational protocols that are approved in writing by WPS/Board of Health
- Establish appointment and/or queuing procedures to protect staff and individuals tested
- Establish infection control procedures to protect staff and individuals tested
- Obtain required licensure or waivers from MDPH

Assure consistent sourcing of required materials

- Purchase and maintain consistent sourcing of laboratory tests and related supplies for either:
 - a) FDA-approved PCR tests (preferably with results returned in 24 hours or less),
 - b) point-of-care PCR tests, or
 - c) other tests approved in writing by WPS/Board of Health
- Comply with all manufacturer and CLIA guidelines, and MDPH, FDA, or other entities' licensure or waiver requirements for performing such tests

- Establish agreement with a laboratory for testing services if non-point-of-care tests are used
- Purchase and maintain consistent sourcing of personal protective equipment (PPE) appropriate to the type of testing proposed

Deliverable 2: Testing (beginning week of September 21)

Provide COVID-19 testing to identified population using approved testing methodologies

- Conduct testing including both weekday and weekend days
- Conduct testing for individuals maintaining data privacy pursuant to HIPAA and other relevant state or federal laws
- ~~Refer individuals reporting shortness of breath or other medical symptoms requiring medical care to hospital emergency departments or other sites to receive medical care~~

Deliverable 3: Communicating Test Results and Counseling

Provide COVID-19 test results to patients (or proxy in case of minors) and counsel COVID-19 positive individuals

Reporting test results to individuals (or proxy)

- Provide test results (positive and negative) to all tested persons
- Counsel patients who test positive with approved isolation procedures and refer to available services for isolation
- Use approved collateral materials for providing information to individuals during testing and after notification of positive or negative test results

Deliverable 4: Billing

Establish and/or implement billing processes

- ~~Collect health insurance information for symptomatic persons and bill individual health insurance for testing costs for symptomatic individuals, including for private health insurance plans, Medicaid plans, and Medicare~~
- Bill WPS for approved ~~asymptomatic or contact tracing~~ tests performed

Deliverable 5: Reporting and Data Collection

Assure appropriate data collection and submit required reports as instructed

- Report test results to the MDPH, the patient or the patient's parent/guardian, as well as the WPS with consent provided.
- Report the above information on persons testing positive immediately (within 2 hours of receiving result)
- ~~Test persons who are close contacts of those with COVID-19 infection referred for testing by WPS/Wellesley Board of Health~~
- In addition to reporting positive test results on individuals, report aggregate data daily on wait times, number tested symptomatic, number tested asymptomatic, % positive symptomatic and % positive asymptomatic by staff and student grade in a manner consistent with HIPAA privacy rules, executed consents, and other relevant state and federal laws regarding privacy and confidentiality.

Invoices and fiscal reports

The successful Vendor shall report to WPS on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful Vendor shall submit a monthly invoice detailing the tests provided, and the associated costs.

SECTION 6 – PRODUCT AND PERFORMANCE TERMS

Vendor Evaluation Criteria

All vendors will be evaluated using a consistent set of criteria as suggested below:

Evaluation Metric	Details
Company	<ul style="list-style-type: none"> • Experience/Years in Business • Licensing, Certifications • References/Similar Partnerships • Lead time requirements to begin time zero testing
PROCESS FLOW EVALUATION	
Registration	<ul style="list-style-type: none"> • Ease of Technology (accessibility, app, website) • Initial Patient Screening • Individual time or block scheduling • Confirming eligibility • Scheduling based on availability, capacity and risk • Prioritization, segregation of high risk • Management of Personal Identifying Information • Ease of cancellation/rescheduling • Physician availability to sign orders
Consent	<ul style="list-style-type: none"> • Legal consent, privacy, • Experience working with minors • Must have experience complying with patient confidentiality and HIPAA requirements
Test Site Setup	<ul style="list-style-type: none"> • Site identification/requirements (wifi, electricity, space) <ol style="list-style-type: none"> 1. Arrange for access to Wi-Fi and electricity as needed. 2. Manage logistics/rentals for any required site setup. <ol style="list-style-type: none"> a. Logistics resources for existing sites may include but are not limited to: safety vests, traffic cones, signage, distancing tape, canopy, porta-potty, waste pick-up. 3. Ensure complete site set up which may include: <ol style="list-style-type: none"> a. Refrigeration and storage. b. Signs and securing of signs. c. Traffic cones to assist safe distancing and workflow. • Permits, Approval, and all other required licenses or waivers as required by the MDPH, FDA, or other relevant state or federal entities. • Flow, procedures

<p>Testing</p>	<ul style="list-style-type: none"> • 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 • Test kit inventory management and storage • Must have the capacity to obtain laboratory testing supplies • Identity verification/management of personal information • Sample labeling • Sample collection • Biohazardous waste and other waste <ul style="list-style-type: none"> 1. Manage ongoing resource replenishment to support full testing capacity and safe operations <ul style="list-style-type: none"> a. Personal Protective Equipment (PPE). b. Disinfectant. c. Swabs (including pediatric). d. Testing kits. e. Reagents as needed 2. Arrangement for safe removal of trash including biohazardous trash daily. • Variable capacity capabilities (minimum and maximum number of tests) • Expected throughput, estimated wait times • Testing site signage, traffic flow • Ensuring all site staff conduct themselves with a high level of professional and culturally respectful behavior in all public interactions. <i>Foreign language translation services?</i>
<p>Specimen Transport</p>	<ul style="list-style-type: none"> • Variable capacity capabilities • Pick up and transport collected samples to the lab at a minimum daily. • Specimen transportation and storage condition requirements
<p>Reporting</p>	<ul style="list-style-type: none"> • Notification of patients and/or their parents/guardians, patient’s physician if noted, state public health officials, and WPS/Wellesley Board of Health if consent is provided • Ability to direct individuals to education and resources • Tracking and reporting of metrics (ability to provide data with key demographics in compliance with HIPAA and other relevant state and federal laws)
<p>Billing</p>	<ul style="list-style-type: none"> • Must demonstrate the ability to bill private and public insurance for testing

	<ul style="list-style-type: none"> • Must have identified a person or position responsible for generating invoices for services
Support / Help Desk	<ul style="list-style-type: none"> • Ease of access and response time
Costs	<ul style="list-style-type: none"> • Cost of testing + Full supply chain, • Fixed and variable costs • Changes to costing if new testing is approved
Contract Requirements	<ul style="list-style-type: none"> • Lead time requirements • Commitment required • Penalty if contract is terminated
Quality	<ul style="list-style-type: none"> • QA program • Audits
Risks / Mitigations	<ul style="list-style-type: none"> • 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 estimates

COMPARATIVE EVALUATION CRITERIA

1. Proposer will have ~~ability to provide a fully managed end to end solution to conduct the testing pilot, experience with mobile SARS-CoV-2 test site management to collect anterior nares swab PCR test samples for both adults and minors. In addition, proposer will have experience providing patient care, familiarity with safety protocols, adheres to HIPAA and best practices regarding confidentiality, adherence to testing criteria based on resource constraints, and experience with the use of personal protective equipment (PPE).~~

The extent to which the Firm demonstrates successful mobile test set up and management for three (3) or more companies, towns or schools that are similar in scope and size of Wellesley Public Schools.	Highly Advantageous
The extent to which the Firm demonstrates successful mobile test set up and management for two (2) or more companies, towns or schools that are similar in scope and size of Wellesley Public Schools.	Advantageous
The extent to which the Firm demonstrates successful mobile test set up and management for one(1) or more companies, towns or schools that are similar in scope and size of Wellesley Public Schools.	Not Advantageous

No prior experience in similar scope and size of Wellesley Public Schools	Unacceptable
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2. Proposer must have FDA and CLIA lab approved testing method.

<u>Vendor has FDA and CLIA approved test process for testing both adults and minors as young as pre-kindergarten.</u>	<u>Highly Advantageous</u>
<u>Vendor has FDA and CLIA approved test process for adults only and is working toward approval for minors.</u>	<u>Advantageous</u>
<u>Vendor had FDA and CLIA approved test process for adults only.</u>	<u>Not Advantageous</u>
<u>Vendor test process does not have an EUA and the lab is not CLIA approved.</u>	<u>Unacceptable</u>

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

<u>The extent to which the Firm has received consistently high reviews from at least three (3) similar (in scope and size) engagements.—</u>	<u>Highly Advantageous</u>
<u>The extent to which the Firm has received consistently high reviews from at least two (2) engagements not specifically similar in scope and size.—</u>	<u>Advantageous</u>
<u>The extent to which the Firm has received inconsistent reviews from at least three (3) similar engagements.—</u>	<u>Not Advantageous</u>
<u>Proposer does not submit favorable reviews.—</u>	<u>Unacceptable</u>

3. Test result turnaround time

<u>Vendor can ensure test results in under 24 hours.</u>	<u>Highly Advantageous</u>
<u>Vendor can ensure test results in under 48 hours.</u>	<u>Advantageous</u>

<u>Vendor can ensure test results in under 72 hours.</u>	<u>Not Advantageous</u>
<u>Test results are expected in greater than 72 hours.</u>	<u>Unacceptable</u>

3. Proposer has experience with ensuring patient safety including consent, liability, PPE protocols and patient confidentiality and privacy. Additionally, vendor has experience with test site management to collect test samples for both adults and minors, provide patient care, familiarity with safety protocols, adheres to HIPAA and best practices regarding confidentiality, adherence to testing criteria based on resource constraints, and experience with the use of personal protective equipment (PPE).

The extent to which the Firm can demonstrate experience with three (3) or more similar communities	Highly Advantageous
The extent to which the Firm can demonstrate experience with two (2) or more similar communities	Advantageous
The extent to which the Firm can demonstrate experience with one (1) or more similar communities	Not Advantageous
No prior experience in similar communities.	Unacceptable

~~4. Proposer's Plan demonstrates the ability to meet the majority of proposal requirements including a managed end to end solution, testing/consent of minors, testing symptomatic, billing insurance for symptomatic, turnaround time.~~

The contractor has provided a complete end-to-end solution including ease of registration, test site set up, test management, maintenance, clear protocols, transport, billing and summary information.	Highly Advantageous
The contractor has provided a majority of process flow steps but is lacking a complete solution	Advantageous
The contractor is lacking in one area of the process flow	Not Advantageous
The contractor has not provided a complete solution.	Unacceptable

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

<u>The extent to which the Firm has received consistently high reviews from at least three (3) similar (in scope and size) engagements.</u>	<u>Highly Advantageous</u>
<u>The extent to which the Firm has received consistently high reviews from at least two (2) engagements not specifically similar in scope and size.</u>	<u>Advantageous</u>
<u>The extent to which the Firm has received inconsistent reviews from at least three (3) similar engagements.</u>	<u>Not Advantageous</u>
<u>Proposer does not submit favorable reviews.</u>	<u>Unacceptable</u>

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 to the Town that it has examined and understands the Request for Proposal, proposal forms, and all other documents in this proposal package. By submitting this proposal, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this proposal or any contract that may be entered into based upon this proposal, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts. A proposer wishing to amend this proposal after transmittal to the Town may do so only by withdrawing this proposal and resubmitting another proposal prior to the time for opening proposals. The undersigned proposes to furnish all labor and materials required for the work of the Contract referred to above for the prices stated on the attached **Price Proposal**, which prices are incorporated by reference into this Proposal.

The undersigned agrees that, if selected, it will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a Contract substantially in the form attached to the Request for Proposals (Form K) and in accordance with the terms of this proposal. The proposal includes the addenda as numbered below, which proposer acknowledges receipt of:

No. _____ Dated: _____

No. _____ Dated: _____

Authorized Signature

Date

Print Authorized Name

Contact Name for Proposal Questions:

Contact Name

Email of Contact Person

Company Name

Contact Person Phone Number

Address

State Zip Code

FORM B – PRICE PROPOSAL FORM

Adult Price per test (all inclusive): \$ _____

Minor 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 project. Any omission will be considered grounds to invalidate the proposer's proposal.

1. Contact Name: _____

Company/Organization: _____

Address: _____

Email Address: _____

Phone Number: _____

2. Contact Name: _____

Company/Organization: _____

Address: _____

Email Address: _____

Phone Number: _____

3. Contact Name: _____

Company/Organization: _____

Address: _____

Email Address: _____

Phone Number: _____

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 said corporation, and affix its Corporate Seal thereto, and such execution of any proposal document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(clerk or secretary)

Place of Business: _____

I certify that I am the clerk/secretary of the _____ and that _____ is the duly elected _____ and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(clerk or secretary)

Date:** _____

* This date must be on or before the date of the Contract.
** This date must be on or before the date of the Contract.

FORM G - DISCLOSURE OF LOBBYING ACTIVITIES FORM

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0048

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLLA, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: _____ (attach Continuation Sheet(s) SF-LLLA, if necessary)	
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

FORM H - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* NAME OF APPLICANT <input style="width: 90%;" type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 50px;" type="text"/>	* First Name: <input style="width: 150px;" type="text"/>
	Middle Name: <input style="width: 100px;" type="text"/>
* Last Name: <input style="width: 200px;" type="text"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 150px;" type="text"/>	
SIGNATURE <input style="width: 250px;" type="text" value="Completed on submission to Grants.gov"/>	DATE <input style="width: 150px;" type="text" value="Completed on submission to Grants.gov"/>

Optional - You may attach 1 file to this page.

<input style="width: 95%;" type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
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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 – DATA SECURITY AGREEMENT

Massachusetts Student Privacy Alliance Form
STUDENT DATA PRIVACY SPECIAL TERMS AND CONDITIONS

This Student Data Privacy Special Terms and Conditions dated _____ (hereinafter “Agreement”) is by and between Wellesley Public Schools District and _____. (“Contractor”), a contractor performing institutional services and functions that will require student data to perform those services and functions.

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

Contractor acknowledges and agrees that it is providing institutional services or functions for Wellesley Public Schools and that it is under direct control of Wellesley Public Schools with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by Wellesley Public Schools and Wellesley Public Schools reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of Wellesley Public Schools. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that it and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of Wellesley Public TOWNS and their authorized agents cannot identify any students.

Contractor also acknowledges and agrees to:

- use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with Wellesley Public Schools.
- use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. Contractor further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- not share the Data Files and/or any portion thereof received under this Agreement with any other entity without prior written approval from Wellesley Public Schools and the prior written approval of the parent/guardian of the student or eligible student.
- not copy, reproduce or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.
- not re-disclose, transfer or sell the Data Files and/or any portion thereof.
- not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.
- not to use the Data Files and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.
- not to use the Data Files and/or any portion thereof contained therein for the development of commercial products or services.
- not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. Contractor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.
- notify the Director of Technology for Wellesley Public Schools in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of
- security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including personally identifiable information and agrees to provide Wellesley Public Schools, upon request, with a copy of said written incident response plan.
- not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under 34 CFR 99.31(a)(6)(iii).
- maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files or any portion thereof.

- upon receipt of a request from Wellesley Public Schools, immediately provide Wellesley Public Schools with any specified portion of the Data Files within three (3) calendar days of receipt of said request.
- upon receipt of a request from Wellesley Public Schools, immediately begin the process of returning all Data Files over to Wellesley Public Schools and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to Wellesley Public Schools and to ensure that the Data Files cannot be recovered and are securely destroyed and to provide Wellesley Public Schools with any and all Data Files in Contractor's possession, custody or control within seven (7) calendar days of receipt of said request. Contractor also will provide Wellesley Public Schools with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to Wellesley Public Schools, within fifteen (15) days of its receipt of Wellesley Public Schools request for destruction of Data Files.
- in the event of the Contractor's cessation of operations, promptly return all Data Files to Wellesley Public Schools in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to Wellesley Public Schools and to ensure that the Data Files cannot be recovered and are securely destroyed. Contractor also will provide Wellesley Public Schools with written certification, including an inventory of its Data Files destruction, and an inventory of all Data Files returned to Wellesley Public Schools, within fifteen (15) days of Contractor's cessation of operations.
- not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.
- in the event that the Contractor and/or any of its subcontractors or agents to which the Contractor may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. Contractor also will provide Wellesley Public Schools with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.
- delete Wellesley Public Schools Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.
- upon receipt of a litigation hold request from Wellesley Public Schools, immediately implement a litigation hold and preserve all documents and data relevant identified by Wellesley Public Schools and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
- upon receipt of a request from Wellesley Public Schools, allow Wellesley Public Schools to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.

- 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 standards for the protection of personal information of residents of Massachusetts and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 et seq. Further, the Contractor hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 et seq., and to fully protect the confidentiality of any student data, meta data, user content or other non-public information and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and has a protocol in place to ensure use by employees.

Contractor represents warrants and agrees that its terms of service/terms and conditions of use, license agreement and/or privacy policies dated as of _____ shall be amended as it relates to the Services as follows:

Any provision contained in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies regarding the Town of Wellesley and/or Wellesley Public Schools, as a user, to indemnify the Contractor are hereby deleted in their entirety.

Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies that require that the Town of Wellesley and/or Wellesley Public Schools, as a user, to carry insurance coverage are hereby deleted in their entirety.

Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies which specifically disclaim all implied warranties or warranties of merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other disclaimers of implied or statutory warranties are hereby deleted in their entirety.

Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies by which the Town of Wellesley and/or Wellesley Public Schools is specifically releasing the Contractor from liability are hereby deleted in their entirety.

Any changes that the Contractor may make, from time to time, to its terms of service, terms and conditions of use, license agreement and/or privacy policies, shall not apply to the terms of these Services unless the Contractor and Town of Wellesley and/or Wellesley Public Schools agree to such changes in writing.

The laws of the Commonwealth of Massachusetts shall govern this Agreement and the parties agree to be bound by the laws of the Commonwealth of Massachusetts in the resolution of any dispute concerning any of the terms and conditions of this Agreement and consent to the jurisdiction of the United States Court for the District of Massachusetts and/or the trial courts of the Commonwealth of Massachusetts for any actions arising out of or related to this Agreement and any governing law and or choice of law provisions in the Contractor's terms of service, terms and conditions of use, and license agreement and/or privacy policies which are to the contrary are hereby deleted in their entirety.

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

The designated representative for the Contractor for this Agreement is:

and

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, costs and attorneys' fees which the Town of Wellesley and Wellesley Public Schools may incur as a result of any claims, suits and judgments against the Town of Wellesley and Wellesley Public Schools which arise out of the acts or omissions of the Contractor, its employees, servants, representatives or agents during the term of this Agreement.

No delay or omission of Wellesley Public Schools to exercise any right hereunder shall be construed as a waiver of any such right and Wellesley Public Schools reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.

The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

Contractor Name

Title

Wellesley Public Schools

Cynthia D. Mahr Assistant Superintendent for Finance and Operations

**FORM K – STANDARD CONTRACT FORM
Town of Wellesley, Massachusetts**

Town: Town of Wellesley, Massachusetts
Town’s Representative: School Committee
Linda Chow, Chair
Vendor:
Project: Safer Teachers, Safer Students: SARS-CoV-2 Testing Pilot Program RFP
Date:
Budget:

The Town hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:

	Minimum Insurance Limits
General Liability (Bodily Injury & Property Damage):	\$1,000,000
General Liability – Aggregate:	\$3,000,000
Worker’s Compensation:	As Required by Law
Automobile Liability:	\$1,000,000
Umbrella Liability:	\$2,000,000
Umbrella Liability – Aggregate:	\$2,000,000
Professional Liability (Errors & Omissions):	\$2,000,000
Professional Liability – Aggregate:	\$2,000,000

COMPLETION DATE:

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

Title: Chair

Date Signed:

By:

Title:

Date Signed:

Approval as to form:

Approved as to availability of funds:

By: Tom Harrington

Title: Town Counsel

Date Signed:

By: Sheryl D. Strother

Title: Wellesley Finance Director

Date Signed:

FORM L – BID CAPABILITIES

Vendor Capability to Meet RFP Requests

Vendor Name		
Expected turnaround time for results? (in hours)		
Type of test proposed. (Saliva, anterior nares PCR test, rapid antigen, etc.)		
	Yes	No
Able to test minors including appropriate consent?		
Able to test symptomatic individuals?		
Able to bill insurance for symptomatic tests?		
Able to manage sample collection process?		

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.CONULTANT'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 not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Consultant a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

b.No Compensation for Certain Services.Neither the Consultant nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional

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, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Consultant's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Consultant's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Consultant of any of its obligations hereunder with respect thereto.

6.CONULTANT'S ACCOUNTING RECORDS

The Consultant shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7.REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Consultant. The Consultant shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Consultant release or disclose to any third party any Materials furnished to the Consultant by the Town in connection with the performance of the Consultant's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Consultant (whether completed or in process) shall become property of the Town and the Consultant shall immediately deliver or otherwise make available such Materials to the Town.

8.INSURANCE

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 which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Consultant, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10.COMPLIANCE WITH LAW

It is the responsibility of the Consultant that the Project be conducted, and that all Services and other work performed by the Consultant hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Consultant has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Consultant agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11.TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Consultant, if the Consultant violates any of the provisions of this Agreement or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Consultant's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Consultant shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Consultant any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Consultant or to set off such damages against amounts otherwise owed to the Consultant.

12.MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party.

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, make such certifications and statements to the Town and to such of the Town's architects, designers, Consultants and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Consultant determines that such certifications are true and correct based upon the Services performed by the Consultant hereunder.

f. Additional Services. If the Town requests the Consultant to perform additional services beyond the scope of Services hereunder, the Consultant shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Consultant arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Norfolk County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Consultant hereunder, for the Town's payment obligations or otherwise, the Consultant hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Consultant for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Consultant shall be and remain liable to the Town for all damages incurred by the Town as the result of the Consultant's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in

addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k.Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13.EQUAL EMPLOYMENT OPPORTUNITY

a.In connection with the performance of work under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Consultant shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b.In connection with the performance of work under this Agreement, the Consultant shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c.The Consultant shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14.CERTIFICATIONS BY CONSULTANT

By execution of this Agreement, the Consultant certifies:

a.The Consultant has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b.No Consultant to or subcontractor for the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Consultant or subcontractor of a contract by the Consultant.

c.No person, corporation or other entity, other than a bona fide full time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Consultant.

d.The Consultant shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15.TAXES

- a. By execution of this Agreement the Consultant, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the Consultant's behalf, filed all state tax returns and paid all state taxes required under law.
- b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Consultant's request, Tax Exemption Certificates will be furnished by the Town to the Consultant with respect to such tax exempt articles as may be required under this Agreement. The Consultant shall not pay, and the Town shall not reimburse or pay the Consultant or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16.CONFLICT OF INTEREST

The Consultant acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Consultant agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Consultant based on said statute.

Appendix B
SCOPE OF SERVICES

1. SCOPE OF SERVICES

We are interested in implementing a 3-month pilot program of COVID testing for students, staff and school contacts of positive cases with results ideally within 24 hours.

The pilot program would consist of:

- Time Zero Benchmark Testing:** One-time testing of staff and students prior to in-person return to buildings. This would include testing approximately 5,500 students, WPS staff and town employees with results returned before October 1.

- Assurance Testing for Staff:** We are interested in implementing a 3-month pilot program of COVID testing for students, staff and school contacts of positive cases ideally within 24 hours. Our staff come from a wide range of towns and nearby states to come to work. Testing would help to provide assurance, both for our staff and for our parents.

Requirements:

- Testing will occur outside of classroom hours at a separate location so as not to disrupt the learning environment and will be available by appointment on both weekdays and weekends.
- Vendor will provide a complete solution to minimize any burden of testing activities on Wellesley Public Schools or Wellesley Health Department. This includes the ability to provide sufficient and appropriate staff (including clinical staff), Personal Protective Equipment (PPE), ordering provider(s), testing supplies, and equipment.
- Vendor will obtain informed consent for minor children as young as PreK from their parent/guardian, as well as informed consent for adult staff who work for WPS (patient). This consent form will include language that allows the Vendor to share test results, identifiable information, and other data directly with the WPS and the Wellesley Board of Health, regardless of the state or town of residence of the adult staff or minor.
- Vendor (and any lab/subcontractor) will comply with all state and federal laws and regulations applicable to the privacy and security of personal and other confidentiality related requirements, including HIPAA. The data collected shall be entered into a HIPAA-compliant electronic record keeping system for purposes of security and applicable covered transactions, including billing. 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.

We are interested in implementing a 3-month pilot program of weekly COVID testing for students, staff and contacts of positive cases with results within 24 hours.

The pilot program would consist of:-

- ~~Symptomatic Testing and Contacts:~~ In-town testing for symptomatic individuals and contacts. This will occur at a specified location and provide rapid results ideally within 24 hours.

This will be critical during the upcoming flu season so as to distinguish COVID-19 from flu and other illnesses. In many cases, this testing will be covered by insurance and therefore we seek a vendor that can appropriately bill insurance providers. While we do not have exact numbers given the uncertainty ahead, we believe this may be approximately 2,000 tests over the 3-month period for the Town of Wellesley.

—————●**Time Zero Benchmark Testing:** One time testing of staff and students prior to in-person return to buildings. This would include testing approximately 5,500 students, WPS staff and town employees with results returned before October 1.

—————●**Assurance Testing for Staff:** weekly testing for approximately 1300 members of onsite staff for the duration of the 9-week pilot. Our staff come from a wide range of towns and nearby states to come to work. Testing would help to provide assurance, both for our staff and for our parents.

—————●**Longitudinal Surveillance:** This would include 9-week “surveillance testing” of approximately 1,200 students weekly, to provide real time estimation of risk in buildings and provide empirical evidence of the effectiveness of our safety protocols are working or not.

Requirements:

- Testing for symptomatic individuals remains a top priority and will necessitate a separate testing process from surveillance testing of asymptomatic individuals.
- Testing will occur outside of classroom hours at a separate location so as not to not disrupt the learning environment, and will be available by appointment on both weekdays and weekends.
- Vendor will provide a complete solution so as not to put any burden of testing activities on Wellesley Public Schools or Wellesley Health Department. This includes the ability to provide sufficient and appropriate staff (including clinical staff), Personal Protective Equipment (PPE), ordering provider(s), testing supplies, and equipment.
- Vendor will obtain informed consent for minor children as young as PreK from their parent/guardian, as well as informed consent for adult staff who work for WPS (patient). This consent form will include language that allows the Vendor to share test results, identifiable information, and other data directly with the WPS and the Wellesley Board of Health, regardless of the state or town of residence of the adult staff or minor.

Vendor (and any lab/subcontractor) will comply with all state and federal laws and regulations applicable to the privacy and security of personal and other confidentiality related requirements, including HIPAA. The data collected shall be entered into a HIPAA-compliant electronic record keeping system for purposes of security and applicable covered transactions, including billing. 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 (_____): \$ _____