



# MONTCLAIR STATE UNIVERSITY

## AGREEMENT

THIS AGREEMENT, made this **24th** of **August 2021** in the county of Essex in the State of New Jersey by and between:

**Montclair State University**  
**1 Normal Avenue**  
**Montclair, New Jersey 07043**  
**(Hereinafter - MSU)**

and

**Visit Healthcare**  
**20 S Santa Cruz Avenue**  
**Suite 300**  
**Los Gatos, CA 95030**  
**(Hereinafter – Contractor)**

In consideration of the mutual promises herein, the parties agree as follows:

**Term.** The term of this contract will be from September 01, 2021 until August 31, 2022 and will be a 12-month term based on the performance of the Contractor.

Pursuant to N.J.S.A. 18A:64:79, all multi-year contracts shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

**Service.** The Contractor shall provide COVID-19 PCR & Antigen Testing to Montclair State University's community, hereinafter called "Service" as described in Request for Proposal # 1478 dated June 09, 2021; Addendum No. 1 dated June 22, 2021, incorporated and by reference as if restated herein. This Agreement also includes by reference as if restated herein the Contractor's June 6, 2021 response, including the Contractor's Price Sheet (Attachment # 1). In the event of any inconsistency or conflict between or among the provisions of this Agreement and the attachments, the inconsistency or conflict should be resolved by giving precedence to the documents as follows: 1) This agreement, 2) Request for Proposal # 1478 dated June 9, 2021, 3) Addendum #1 dated June 22, 2021, and 4) Contractor's Response dated June 30, 2021.

**Consideration.** In full and complete consideration for the services rendered hereunder, Contractor shall invoice MSU for services provided by Contractor under terms of this agreement at rates stated in the Pricing Sheet, Attachment # 1.

**Payment Terms.** The Contractor shall make an application for payment and shall submit it to MSU for approval in accordance with the requirements of Terms and Conditions of this Agreement. Upon approval, MSU shall pay Contractor for work satisfactorily completed and identified on said application.

**Compliance with Law.** The Contractor shall comply with the provisions of Chapter 33, of title 52 on the Revised Statutes (R.S. 52:33-1 et seq.) requiring that preference be given to the use of domestic materials or as it may be governed by Federal Law or Regulations.

This Agreement shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the

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# MONTCLAIR STATE UNIVERSITY

State and obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

**Amendment.** This Agreement may only be amended by mutual agreement of the parties, which shall be set forth in writing and signed by both parties.

**Assignment.** Neither party shall assign or transfer any interest under this Agreement without the express written consent of the other party. This Agreement is governed by the laws of the State of New Jersey.

Both parties to this Agreement confirm that they have read this Agreement, understand it and agree to be bound by its terms. Both parties further agree that this written instrument is the complete and exclusive statement of their agreement, which supersedes all prior statements, oral or written, relating to the subject matter of this Agreement

IN WITNESS WHEREOF, the parties to these present have executed this contract in three (3) counterparts, each of which shall be deemed an original, on the year and day first above mentioned.

ATTEST:

\_\_\_\_\_  
(Witness) by emily oestreicher  
Visit Healthcare



\_\_\_\_\_  
(Witness) by Erskine Shoulars  
Montclair State University

\_\_\_\_\_  
Name (print)

8/24/2021

\_\_\_\_\_  
Title Date

Donna McMonagle  
Name (print)

Vice President for Finance and Treasury 8/26/2021  
Title Date



## Request for Proposal #1478: COVID-19 Testing

### For:

Event	Date	Time
Request For Proposal	6/9/2021	10:00 AM
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	6/16/2021	4:00 PM
Answers Posted (approximate date and time)	6/22/2021	12:00 Noon
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	6/30/2021	10:00 AM

Dates are subject to change. All changes will be reflected in Addendum issued.

Small Business	Status	Category
<b>Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

#### RFP Issued By

Office of Procurement Services  
 Montclair State University  
 Overlook Corporate Center  
 150 Clove Road, Third Floor  
 Little Falls, New Jersey 07424

Assigned Procurement Services Buyer: Erskine Shoulars

Telephone #: 973.655.2114

Fax #: (973) 655-5468

E-mail: shoularse@mail.montclair.edu

Date: 6/9/2021

SIGNATURE PAGE: REQUEST FOR PROPOSAL #: RFP #: 1478 - COVID-19 Testing	
FOR: COVID-19 Testing	RETURN BID PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: Erskine Shoulars, 973.655.2114, shoularse@montclair.edu ADDITIONAL COPIES TO BE SENT TO: N/A EMAIL: shoularse@montclair.edu FAX#: (973) 655-5468	
1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>6/30/2021</u> ON <u>10:00 AM</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):  <b>OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3<sup>RD</sup> FLOOR LITTLE FALLS, NJ 07424</b>	
2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED AS “APPLICABLE” IN APPENDIX #1 OF THIS REQUEST. HYPERLINKS TO EACH FORM HAVE BEEN PROVIDED WITHIN THE APPENDIX.	
3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.	
4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.	
5. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST.	
6. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.	
<b>TO BE COMPLETED BY BIDDER</b>	
BIDDER NAME:	
ADDRESS:	
BIDDER TEL#: _____	FEDERAL TAX IDENTIFICATION
EXT: _____	# _____
BIDDER FAX#: _____	BIDDER E-MAIL: _____
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY’S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY’S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
<b>ORIGINAL SIGNATURE OF BIDDER</b>	<b>DATE</b>
<b>PRINT/TYPE NAME</b>	<b>TITLE</b>

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal	6/9/2021	10:00 AM
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.12 for more information.)	N/A	N/A
Questions Due	6/16/2021	4:00 PM
Answers Posted (approximate date and time)	6/22/2021	12:00 Noon
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	6/30/2021	10:00 AM

#### 1.1.1 REQUEST FOR PROPOSAL

Bidders are requested to provide their proposals in accordance with the terms and conditions provided within this solicitation.

#### 1.1.2 SITE VISIT / PRE-BID MEETINGS

The Bidder is strongly encouraged to attend the pre-bid conference(s) and site visit(s). No special arrangements will be made for those not attending. The Bidder is responsible for the full Scope of Work regardless of attendance to the pre-bid conference(s) and site visit(s).

#### 1.1.3 QUESTIONS AND ANSWERS

Questions and inquiries regarding bidding information should be sent to [shoularse@montclair.edu](mailto:shoularse@montclair.edu) or faxed to the number provided in the RFP Signature Page. All questions submitted by the above due date and time will be answered on the [Procurement Services](#) website. Answers will be provided via addendum to this RFP and will be posted on Procurement Services webpage on or around the date provided in section 1.1. Notice of addendum issued will be faxed by the assigned Procurement Services buyer to any Bidder who has picked up a copy of the RFP at Procurement Services and who provided Procurement Services with its fax number. Additional instructions for question submittal must be in accordance with Section 4 of this solicitation.

#### 1.1.4 QUOTES / PROPOSALS / BIDS DUE DATE

Bidders must submit all information requested herein no later than the above referenced date and time in order to be considered for award. Incomplete proposals will be rejected. Bidder submissions must be in accordance with the instructions found in Section 4 of this solicitation.

**NOTE:** Bidders are not to contact the University using department directly, in person, by telephone or by email, concerning this RFP.

## 1.2 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to provide COVID-

19 testing PCR and Antigen to the Montclair State University community located at 1 Normal Avenue Montclair NJ.

Project Specific: This is a procurement for COVID-19 testing services. The University anticipates that it will need on-campus COVID-19 testing services starting September 1, 2021 through August 31, 2022, primarily for sampling/asymptomatic testing and confirmatory testing. Please note that there are no implied or guaranteed quantities and needs may vary depending on pandemic conditions and what is deemed to be in the best interest of the University. At the direction of the University, the awarded Bidder will administer both PCR and Antigen testing during this time period. The following outlines the current information for specific identified sub-populations:

Athletics: The University anticipates that there will be some need to test student athletes and athletic personnel fall 2021/spring 2022 semesters. Testing frequency will vary by the sport and NCAA requirements and is likely to be on a weekly basis during fall semester.

Residential/Commuter students: For Fall semester 2021, the University anticipates an enrolled student body of up to 20,000 students, of which 5,000 students will live on-site in University housing. To complement mandated COVID-19 vaccinations for all students for Fall 2021/Spring 2022, the University will continue to offer COVID-19 testing.

Staff/Faculty/Other: University staff, faculty, affiliates and others (contractors/visitors) may require periodic testing during the Fall 21/Spring 22 semesters.

The intent of this RFP is to award a contract to that responsible Bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed by the University's Vice President for Finance and Treasurer to be in the University's best interest.

The University's Standard Contract Terms and Conditions (Appendix 1, Item 1) including the Federal Terms & Conditions for Grants (Attachment #3), govern the award of the contract. The University's Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them.

### **1.3 BACKGROUND**

Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 10 colleges and schools that serve approximately 21,000 undergraduate and graduate students with more than 300 doctoral, master's and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus in Passaic and Essex Counties just 14 miles from New York City, Montclair

State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment.

## **1.4 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the RFP Signature Page and the Source Disclosure Certification (Appendix 1, Item 3). A separate Ownership Disclosure Form (Appendix 1, Item 2) and Company Qualification Certification (Appendix 1, Item 4) must be completed by each party to the joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of the contract awarded as result of this RFP:

Addendum - Written clarification or revision to this RFP issued by Procurement Services.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the University's Vice President for Finance and Treasurer.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - Any addendum to this RFP, this RFP, the University's Standard Terms and Conditions (Appendix 1, Item 1), the awarded Bidder's bid proposal and the University's form Agreement incorporating these documents.

Contractor - The contractor is the Bidder awarded a contract.

Director – Director of Procurement Services.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the University.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

N/A



### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

Contractor shall:

1. In coordination with the University, establish a test site (location) including defined hours of operation. The contractor shall set up the test site in a manner to assure protection of staff and patients from potential COVID-19 transmission, including adequate protocol for the disposal of medical waste.
2. Provide COVID-19 PCR and Antigen testing using approved testing methodologies including but not limited to compliance with all manufacturer guidelines for performing such tests. Contractor to provide nasopharyngeal PCR tests and antigen antibody tests. If testing is not collected properly by contractor at time of test, it is the responsibility of the contractor to re-test those individuals with no financial obligation from the University.
3. Provide adequate number of trained staff to administer tests.
4. Provide a site manager to manage the staff, flow, and operational activities.
5. Comply with HIPAA regulations.
6. Provide their own technology/laptops for conducting their work.
7. Provide test results within 72 hours of sampling (preference is 24-48 hours from time of sample collection for PCR and within 6 hours for antigen test). COVID-19 testing for certain athletic programs may require results reporting within 24 hours after sample collection and the contractor shall adhere to NCAA guidelines for testing/reporting should it be required.
8. Positive and negative test results shall be provided to the University's designated contacts and positive and negative test results shall be provided to the individuals being tested. The contractor will contact anyone with a positive test and provide initial guidance regarding isolation.
9. Use a secure portal that adheres to patient privacy and also allows individuals to obtain test results and register for testing.
10. Establish an agreement with a laboratory for testing services if a non- point of care test is used.
11. Collect data at point of service and submit reporting as required by University.
12. Be flexible regarding testing schedules to accommodate needs of University. This may include testing on different weekdays in a given week or testing multiple days in a week to align with athletic/student schedules.
13. Provide daily courier pick up arranged by the laboratory providing pickup and delivery confirmation.
14. Meet regularly with the University point of contact for managing the program on as needed basis to review and discuss operation and plan for improvements and updated ongoing scheduling.
15. Provide electronic reporting with ability to download to spreadsheet
16. Provide dedicated a point of contact (POC) account manager available to coordinate operations/resolve issues.
17. Electronically store medical insurance information and effectively interface with MSU electronically to provide the test results.
18. Print out labels for testing samples.
19. Billing: The contractor shall make every effort to go through an individual's insurance for testing services, participate in the federal COVID-19 claims reimbursement program to obtain reimbursement for testing, and participate in any other existing or new programs

where possible. The University anticipates that for testing services required by the University, the University will cover testing costs if testing services cannot be billed through student or staff private insurance, in which case the contractor shall bill the University for those costs. Should the University determine that it will no longer cover costs for COVID-19 testing, and institute an optional testing program on campus, then the contractor can bill the individual directly for optional testing.

### **3.1 STATEMENT OF QUALIFICATIONS**

Statements of Qualifications should be presented in the same order as listed below. Please restate the question as written and respond to each item completely and clearly. Attachments that amplify responses or provide relevant illustrations are welcome.

- a. The Bidder must provide a Technical Proposal to the Scope of Work, Section 3.0 demonstrating that their proposed solution meets each requirement set forth in that section.
- b. Summary Information Sheet (Attachment # 2) – The Bidder must complete and submit with its proposal. This sheet includes information such as number of years the firm has been in operation and experience providing services similar to or relevant to those under this RFP.
- c. Information on Type(s) of Testing Offered – The Bidder must include information on the type(s) of testing being offered in its proposal response. This should include but is not limited to information such as if the test is PCR and Antigen, how the test is administered, the sensitivity and specificity of the test(s), and the expected time to provide results from sample collection.
- d. Testing Minimums – The Bidder should state any required minimums or notice requirements to the extent the University’s needs change (higher or lower numbers of tests).
- e. Flexibility of Scheduling – The Bidder should state its ability to provide flexibility in providing testing services. Please include your firm’s ability to test on multiple days, a different day on a given week, amount of time needed to adjust its schedule, staffing pattern, etc.
- f. Portal to Obtain Test Results – The Bidder should state its ability to use a secure portal that adheres to patient privacy where individuals can login to request tests and obtain results directly.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 QUESTION AND ANSWER PERIOD**

Procurement Services will accept questions and inquiries from all potential Bidders via e-mail or fax to the Procurement Services buyer identified in the cover sheet. Bidders are not to contact the University Health Center, in person, by telephone or by email, concerning this RFP. Answers will be provided via addendum to this RFP and will be posted on Procurement Services webpage after the question due date (see Section 1.1 of this RFP for question due date).

#### **4.2 ADDENDUM: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ADDENDUM ISSUED WILL BE POSTED ON PROCUREMENT SERVICES WEBPAGE.

There are no designated dates for release of addendum. Interested Bidders should check the Procurement Services' webpage on a daily basis from time of RFP issuance through bid proposal submission. It is the sole responsibility of the Bidder to be knowledgeable of addendum issued relating to this RFP.

Notice of addendum issued will be faxed by the assigned Procurement Services buyer to any Bidder who has picked up a copy of the RFP at Procurement Services and who provided Procurement Services with its fax number.

#### **4.3 CONTENTS OF BID PROPOSAL**

Bidders are instructed to supply all documentation identified in Appendix 1, with their bid proposal. Subsequent to bid opening, all information submitted by a Bidder in the bid proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and/or other applicable law.

A Bidder may designate specific information in its bid proposal as confidential and proprietary if the Bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the Bidder accordingly. Confidential and proprietary information shall be clearly and prominently identified in the bid proposal and in a cover letter. The University will disregard any attempt by a Bidder either to designate its entire bid proposal as confidential, proprietary and/or subject to copyright protection.

By signing the RFP Signature Page, the Bidder waives any claims of copyright protection set forth within its proposal and any third party manufacturer's price list and/or catalogs. Price lists and/or catalogs cannot be kept confidential and must be accessible to University user departments.

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid proposal's content changes as the referenced web pages change.

#### **4.3.1 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Bidder.

#### **4.3.2 BID ERRORS**

A Bidder may request that its bid proposal be withdrawn prior to bid opening. Such request must be made, in writing, to the Director of Procurement Services.

If, after the opening of bid proposals but before contract award, a Bidder discovers an error in its bid proposal, the Bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Procurement Services shall issue written notice to the Bidder. The Bidder will have five days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Bidder's intention is not readily discernible from other parts of the bid proposal, the assigned Procurement Services buyer may seek clarification from the Bidder to ascertain the true intent of the bid proposal.

#### **4.3.3 BID DISCREPANCIES**

In evaluating bid proposals:

Discrepancies between words and figures will be resolved in favor of words;

Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices;

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices;

Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total; and

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

#### **4.3.4 PRICING**

The Bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Attachment #1). Failure to submit all information required will result in the bid proposal being considered non-responsive unless the University determines the information is not material and may be waived. Notwithstanding the Contract Effective Date on the RFP Signature Page, each Bidder is required to hold its prices firm through issuance of the contract.

#### **4.4 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by Procurement Services at the location and by the required date and time identified in this RFP in a sealed envelope marked with the bid proposal title and number.

If your proposal is being submitted by **US Mail**, it must be addressed to:

Montclair State University  
Office of Procurement Services  
1 Normal Avenue  
Montclair, New Jersey 07042

If your proposal is being submitted **BY HAND OR OVERNIGHT DELIVERY (FedEx, UPS, etc.)**, please address it to:

Montclair State University  
Office of Procurement Services,  
150 Clove Road, 3rd Floor,  
Little Falls, New Jersey 07424.

**ANY BID PROPOSAL NOT RECEIVED BY THE DATE, TIME AND AT THE LOCATION NOTED IN THIS RFP WILL BE REJECTED.**

Note: Bidders using US Regular or Express mail services should allow adequate time to ensure that bid proposals are received at Procurement Services on the date and time indicated on the cover sheet.

#### **4.5 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### **4.6 COST LIABILITY**

The University assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **4.7 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at Procurement Services in accordance with the instructions on the RFP Signature Page.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

**THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER AND TITLE AND THE BIDDER'S NAME AND ADDRESS.**

#### **4.8 NUMBER OF BID PROPOSAL COPIES**

The Bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. The Bidder should submit two (2) full, complete and exact copy on a USB flash drive of the original. The copies requested are necessary in the evaluation of the bid proposal. A Bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the Bidder make and retain a copy of its bid proposal.

#### **4.9 SUBMITTALS**

Bidders must submit all information outlined in section 3.1 of this RFP. Additionally, Bidders must submit a completed pricing sheet found in this RFP as Attachment # 1.

##### **4.9.1 SAMPLE TESTING**

~~The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples [for pricing lines \_\_\_\_\_] for evaluation and testing purposes are to be made available at no charge and delivered to University, at the Bidder's expense. The Bidder must, within [Buyer to indicate number of days] working days following a request from the Procurement Services buyer, submit bid samples to Procurement Services. Bid samples will not be returned. The University reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP [for pricing lines \_\_\_\_\_]. The testing results of the University are final.~~

##### **4.9.2 BID SECURITY**

~~Each bid proposal must be accompanied by a Bid Bond (See Appendix 1, Item 10), Certified or Cashier's Check made payable to the University equal to ten percent (10%) of the amount of the bid proposal, not to exceed \$20,000.00, as evidence of good faith, which guarantees that if the bid proposal submitted by the Bidder is accepted, the Bidder will enter into the Contract and will furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required Payment and~~

~~Performance Bonds (See Appendix 1, Item 11), if the Bidder is awarded the Contract. If the Bidder whose bid proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay Montclair State University the difference between the amount of the bid proposal and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequited balance to the Bidder. Should there be a deficiency in the amount of the Bid deposit, the Bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The Bidder awarded the Contract shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.~~

~~Certified or Cashier's Checks or Bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. Bidders electing to furnish a Bid Bond must also include a Consent of Surety, in form acceptable to the University.~~

~~Attorneys in fact who sign Bid Bonds or Contract Bonds must file a certified Power of Attorney with the University indicating the effective date of that power.~~

#### **4.9.3 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the University with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder should submit its most recent annual audited or certified financial statement that includes a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If a certified financial statement is not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the period presented in the statement. In addition, the Bidder should submit a bank reference.

If the financial information is not included with the Bidder's response, the University may request the Bidder to submit it, or deem the bid non-responsive. If the University requests it be submitted and the Bidder fails to submit within seven (7) business days, the University may deem the Bidder's proposal non-responsive.

The Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its bid proposal.

The University reserves the right to make the determination whether to accept the Bidder's assertion of confidentiality and will advise the Bidder accordingly.

## **5.0 PROPOSAL EVALUATION**

### **5.1 EVALUATION CRITERIA**

Proposals will be evaluated on price and other factors in accordance with [the University's Procurement Policies](#) and Procedures. The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- Qualifications of the firm
- Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- Ability of firm to complete the Scope of Work, Section 3.0, based on its Technical Proposal: The overall ability of the Bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.
- The ability of the provided secure portal to meet the University's requirements.

### **5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

The University may request the highest ranking Bidder(s) be required to give an oral presentation to the University concerning its bid proposal. The University may also require the Bidder to submit written responses to questions regarding its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the University's discretion whether to require the highest ranking Bidder(s) to give an oral presentation or require the highest ranking Bidder(s) to submit written responses to questions regarding its bid proposal. The University will notify selected Bidders if required. The assigned Procurement Services buyer is the sole point of contact regarding any request for an oral presentation or clarification.

## **6.0 CONTRACT AWARD**

The contract award shall be made with reasonable promptness by written notice to that responsible Bidder, whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered. The University reserves the right to reject all bids, or to award in whole or in part. Furthermore, the University reserves the right to waive any minor informality where such waiver is permitted by law.

### **6.1 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT**

A Bidder who submits a proposal in response to an advertised RFP may submit a written protest to the Director of Procurement of the University setting forth in detail the specific grounds for challenging the award. The protest shall be filed within ten (10) business days following the Bidder's receipt of written notification, sent either by certified mail or facsimile transmission, that its bid was not accepted or of notice of the decision to award the contract. Any protest filed after the 10 day period may be disregarded. If the contract award is protested, the University



may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. All contract awards will be posted on the Procurement Services website

<https://www.montclair.edu/procurement/awarded-contracts/>

## **7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the University's Standard Contract Terms and Conditions (Appendix 1, Item 1) and Federal Terms and Conditions for Grants (Attachment #3), the contractor's bid proposal and the University's Agreement incorporating these documents and signed by the contractor and the University's Vice President for Finance and Treasurer.

In the event of a conflict between provisions within the contract documents, the contract documents shall have the following order of priority: Agreement, RFP Addendum in the order of the most recent issuance date, the RFP, the University's Standard Contract Terms and Conditions and the contractor's bid proposal.

### **7.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of one (1) year. The anticipated "Contract Effective Date" is provided on the Signature Page of this Request for Proposal. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of one (1), one-year period, by the mutual written consent of the contractor and the University's Vice President of Finance and Treasurer.

### **7.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### **7.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the University's Vice President for Finance and Treasurer.

### **7.5 CONTRACTOR'S WARRANTY**

The contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the contractor under the contract. The contractor agrees to perform in a good, skillful and timely manner all services set forth in the contract.

The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the contractor of fulfilling all of its obligations under the contract. The acceptance or payment for any of the services rendered under the contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the contractor's performance of the contract.

The acceptance of, approval of or payment for any of the services performed by the contractor under the contract shall not constitute a release or waiver of any claim the University has or may have for latent defects or errors or other breaches of warranty or negligence.

#### **7.6 ITEMS ORDERED AND DELIVERED**

The contractor is authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by University user departments reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the University's Vice President for Finance and Treasurer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The University's Vice President for Finance and Treasurer may take such steps as are necessary to have the items returned to the contractor, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical University services. Any delay in delivery of these items would disrupt University services and would force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

#### **7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the University's Vice President for Finance and Treasurer may take steps to terminate the contract in accordance with the provisions herein and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the University by the defaulting contractor.

**APPENDIX #1  
REQUIRED SUPPORTING BID DOCUMENTS**

	Document Title	Applicable?
1	<a href="#">MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS</a>	Y
2	SOFTWARE AS A SERVICE TERMS AND CONDITIONS (PROVIDED AS ATTACHMENT)	N
3	MASTER LICENSE AGREEMENT (PROVIDED AS ATTACHMENT)	N
4	<a href="#">BUSINESS REGISTRATION CERTIFICATE*</a>	Y
5	<a href="#">POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)</a>	Y
6	<a href="#">OWNERSHIP DISCLOSURE FORM</a>	Y
7	<a href="#">SOURCE DISCLOSURE CERTIFICATION</a>	Y
8	<a href="#">MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE</a>	Y
9	<a href="#">MACBRIDE PRINCIPLES FORM</a>	N
10	<a href="#">DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN*</a>	Y
11	<a href="#">CONFLICT OF INTEREST</a>	Y
12	<a href="#">NON-COLLUSION AFFIDAVIT</a>	Y
13	<a href="#">AGREEMENT OF SURETY</a>	N
14	EXCESS LIABILITY INSURANCE (PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)	N
15	BID BOND (PROVIDED AS ATTACHMENT)	N

Please go to the Procurement Services Form Webpage at <https://www.montclair.edu/procurement/forms/> should any of the above hyperlinks not work. If a form is unavailable on the webpage, contact the assigned procurement services buyer listed on the cover page for assistance.

NOTE: The documents listed above are required by State Law and University Policy. All documents listed as “Applicable” are required to be completed and included in Bidder submissions in order to be considered responsive. The forms with the asterisk, the Business Registration Certificate and Investment in Iran are required for execution of the contract.

**RFP #1478 – COVID-19 Testing**

**ATTACHMENT #1**

**PRICE SHEET(S)**

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

The University will award this contract based on price and other factors. The pricing to be submitted is listed below. Please reference Commodity Description/Scope of Work Section 3.0. Pricing must be submitted in the provided format. No other price format will be considered or your bid will be non-responsive.

The Bidder must submit its pricing using the format set forth in the Price Sheet attached hereto as Attachment # 1. The following shall also apply to the pricing:

- a. Each Bidder is required to hold its prices firm through issuance of contract.
- b. Bidders may submit test options that meet the RFP requirements. This may include both PCR and Antigen testing options.
- c. The Bidder shall provide information on the type(s) of testing offered.
- d. No additional fees or costs shall be paid by the University unless there is a change in the scope of work.

---

Signature

Date

---

Printed Name & Title

Phone Number

**ATTACHMENT #1  
PRICE SHEET(S)**

<b>Attachment A Price Sheet Montclair State University</b>					
Enter Bidder Name:					
Instructions:	Bidder to provide pricing information per unit and per volume parameters for both tests.				
Enter:	Type/name of test being offered:	<u>Type test 1</u>	<u>Type test 2</u>		
Enter:	Time of sample collection to test results supplied to college: ( maximum time)	PCR	Antigen		
Line #	Description	Testing Volume	Unit		
1	Test Cost	1-150	per test		
2	Collection fee (Labor)	1-150	per test		
3	Test Cost	151-300	per test		
4	Collection fee (Labor)	151-300	per test		
5	Test Cost	301-500	per test		
6	Collection fee (Labor)	301-500	per test		
7	Test Cost	501-750	per test		
8	Collection fee (Labor)	501-750	per test		
9	Test Cost	751-1000	per test		
10	Collection fee (Labor)	751-1000	per test		
11	Test Cost	1001 +	per test		
12	Collection fee (Labor)	1001 +	per test		

**Note: test costs to be billed to University only if unreimbursed as described in # 19 Scope of Services. Students/Staff should never be billed or invoiced for testing.**

**ATTACHMENT #2**  
SUMMARY INFORMATION SHEET

**Firm:** \_\_\_\_\_

1. NUMBER OF YEARS FIRM HAS BEEN IN OPERATION: \_\_\_\_\_

2. CONTACT/LOCATION OF THE RESPONDENT'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT:

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

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

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

3. NAME(S) AND TELEPHONE NUMBER(S) OF MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR:

\_\_\_\_\_

\_\_\_\_\_

**CURRENT CONTRACTS:**

4. PLEASE LIST THE NEW JERSEY AGENCIES, US GOVERNMENTAL AGENCIES, PUBLIC AND PRIVATE COLLEGES AND UNIVERSITIES NOW UNDER CONTRACT WITH THE RESPONDENT FIRM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. PLEASE LIST REFERENCES WHERE SIMILAR TYPE SERVICES WERE PROVIDED. PROVIDE THE NAME, TITLE, AND TELEPHONE NUMBER OF AN INDIVIDUAL AT EACH REFERENCE SITE WHO CAN PROVIDE AN INDEPENDENT ASSESSMENT OF THE PROPOSER'S PERFORMANCE: COMPANY:

NAME/TITLE: \_\_\_\_\_ TEL.#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

NAME/TITLE: \_\_\_\_\_ TEL.#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

NAME/TITLE: \_\_\_\_\_ TEL.#: \_\_\_\_\_

EMAIL #: \_\_\_\_\_

6. PLEASE LIST CONTRACTS THE RESPONDENT HAS HAD TERMINATED DURING THE LAST THREE YEARS WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. IF NONE, INDICATE SO:

TERMINATED CONTRACT:

\_\_\_\_\_

TERMINATED CONTRACT:

\_\_\_\_\_

TERMINATED CONTRACT:

# ATTACHMENT #3

## Federal Terms & Conditions for Grants

### RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
1. Paper and paper products listed in 40 C.F.R. 247.10;
  2. Certain vehicular products as listed in 40 CFR 247.11;
  3. Certain construction products listed in 40 C.F.R. 247.12;
  4. Certain transportation products listed in 40 C.F.R. 247.13;
  5. Certain park and recreation products, 40 C.F.R. 247.14;
  6. Certain landscaping products listed in 40 C.F.R. 247.15;
  7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
  8. Other miscellaneous products listed in 40 C.F.R. 247.17.

- B. As defined in 40 CFR 247.3, "recovered material" means:
1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
  2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
    - a. Postconsumer materials such as -
      - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
      - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
    - b. Manufacturing, forest residues, and other wastes such as -
      - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
      - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
      - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
      - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
      - v. Fibers recovered from waste water which otherwise would enter the waste stream.

- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

#### II. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

Page 1 of 2



Federal-Terms-and-Conditions-for-Grants-

## **Attachment # 4**

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this RFP is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFP, the winning bidder’s proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder’s/Proposer’s failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder’s/proposer’s assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.





# MONTCLAIR STATE UNIVERSITY

Montclair, NJ 07043

## ADDENDUM NO. 1

### Request for Proposal # 1478 COVID-19 Testing

Date of Original Quote Documents: June 9, 2021  
Date of Addendum No. 1: June 22, 2021

**INTENT:** This Addendum forms a part of the Contract Documents and modifies the Original RFP Documents and Prior Addenda, if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the RFP Form. Failure to do so may subject Bidder to disqualification.

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#### **I. Points of Information:**

**Question 1** - The RFP does not indicate how sampling will be done, whether any consent will be collected by the University, or whether anyone will be pre-scheduled.

**Answer:** [The University has a process in place for sampling consent and scheduling.](#)

**Question 2** - Which materials/equipment/supplies must the vendor supply?

**Answer:** [A vendor must supply all materials related to administering the test, including PPE and the test, as well as any materials for staff.](#)

**Question 3** - Is the vendor required to contact individuals with positive results in any way beyond providing the results through a portal? Is an email notification to the patient sufficient?

**Answer:** [Yes](#)

**Question 4** - It is noted that the vendor must be able to bill individuals directly if the University makes testing optional or decides not to fund it. Does the University anticipate this happening? What sort of event(s) might trigger this change?

**Answer:** [No, not at this time.](#)

**Question 5** - Can Montclair State University provide an estimated percentage breakdown of the population that will be tested?

**Answer:** [No, we cannot at this time.](#)

**Question 6** - Can you clarify or specify the breakout of PCR versus Antigen testing?

**Answer:** Primarily PCR testing – close to 100%.

**Question 7** - With respect to testing student-athletes, will athletes have to be tested before a competition and after the competition?

**Answer:** MSU will follow NCAA guidelines. Currently, the requirement is before the competition.

**Question 8** - Will the University assist in coordinating multiple test sites if alternate test sites are deemed necessary?

**Answer:** Yes

**Question 9** - Will the University define the testing hours, and can testing occur during the weekend?

**Answer:** Yes

**Question 10** - Will Montclair State University require vendor's staff that will be administering the tests be approved by the University?

**Answer:** No

**Question 11** - Is the University testing hours fixed, or can they be adjusted based on circumstances?

**Answer:** Yes, but adjusted as needed.

**Question 12** - Has Montclair State University developed a plan/process if an athlete, student, or staff refuses to get tested? What would that process look like from a vendor's perspective?

**Answer:** Yes – Compliance is Internal to MSU.

**Question 13** - Will Asymptomatic students, athletes, and staff be tested regularly or as needed?

**Answer:** Regularly if not vaccinated.

**Question 14** - Can this type of submission be waived? Due to COVID-19 will Montclair State University consider an alternative method of proposal submission (Electronic Submission)?

**Answer:** No

**Question 15** - Will Montclair State University consider an alternate pricing sheet in a different format to support the vendor's pricing? The document attached appears to be an incorrect orientation; (landscape) tiered model from 1-150 up to 1001+. It is a price per test and per labor. Please clarify.

**Answer:** We will not accept alternate pricing sheet as stated on page # 18 of this RFP and the below paragraph:

The University will award this contract based on price and other factors. The pricing to be submitted is listed below. Please reference Commodity Description/Scope of Work Section 3.0. Pricing must be submitted in the provided format. **No other price format will be considered, or your bid will be non-responsive.**

**Question 16** - Does the University have any indication what type of testing will be used for athletic testing (Antigen or PCR)?

**Answer:** Currently PCR

**Question 17** - Will the Board accept alternative documentation such as Dun and Bradstreet rating; Standard and Poor's Rating; Lines of Credit; Evidence of a successful financial track record; or evidence of adequate working capital?

**Answer:** Please refer back the section 4.3 Contents of Bid Proposal on page # 9.

**Question 18** - Are shallow nasal swabs acceptable in lieu of nasopharyngeal tests?

**Answer:** No

**Question 19** - What is the ideal start date once a contract is awarded?

**Answer:** September 1, 2021

**Question 20** - Do you have locations/areas already, or is that up to us to select?

**Answer:** Yes

**Question 21** - Is this limited to county-wide, or also state & city-wide, and only limited to a certain population?

**Answer:** Testing is for Montclair State University students, faculty, and staff.

**Question 22** - Are there tentative throughput requirements?

**Answer:** No

**Question 23** - Will the University consider mutual termination for convenience or clarify how the Vendor/Offeror can terminate if it is no longer in the business of COVID testing?

**Answer:** Please refer to the University's terms and conditions in Section 7.1 Precedence of Special Contractual Terms and Conditions on page # 15.

**Question 24** - Do you have an existing CLIA?

**Answer:** Yes

**Question 25** - How many locations do you anticipate for testing? Each site may require a separate CLIA.

**Answer:** One

**Question 26** - Will you provide a qualified Lab Director, or will the vendor provide all staff required?

**Answer:** Vendor provides qualified staff.

**Question 27** - For the physical copy of the submission, would you like three (3) physical copies as well as a USB drive with electronic copies?

**Answer:** Please refer to section 4.8 Number of Bid Proposal Copies on page # 12.

**Question 28** - Are other collection types outside of nasopharyngeal, such as the short nasal swab allowed if approved as a part of the EUA?

**Answer:** No. Only provide testing as specified in the Scope of Services, Section 3.0 of the RFP.

**Question 29** - Does Montclair State University already have any predefined or expected hours of operation?

**Answer:** See answer to Question # 9.

**Question 30** - Will Montclair State University provide basic facility elements such as an indoor space and furniture for the identified testing location?

**Answer:** Yes

**Question 31** - In regards to Attachment 1 pricing, what is the duration timeframe for the tiers of pricing? Is this a daily, weekly basis? Please provide additional information.

**Answer:** Weekly - # of tests administered in the week.

**Question 32** - In section 3, question 2: “Contractor to provide nasopharyngeal PCR tests and antigen-antibody tests”. Can you please clarify if a rapid antigen and antibody test are required? Was this possibly a mistype?

**Answer:** Eliminate the word antibody.

**Question 33** - What type of COVID-19 testing did MSU offer to their students and staff last semester?

**Answer:** PCR and Rapid test.

**Question 34** - Do you have a supply of tests currently? If so, what is the test type and manufacturer of the test?

**Answer:** Yes, we have a supply of rapid tests manufactured by Abbott.

**Question 35** - Will MSU entertain a Pooled PCR test solution?

**Answer:** No

**Question 36** - What percentage of the administered tests will be PCR vs. Rapid Antigen?

**Answer:** Predominately PCR, close to 100%.

**Question 37** - What is the system of record that would be integrated? Are there any ancillary HIE or healthcare provider systems you would like us to integrate into?

**Answer:** Results should be provided in a CMV format.

**Question 38** - How many tests per month or week are anticipated?

**Answer:** Unknown as this time.

**Question 39** - Will the self-collection model (where students collect their own samples) be acceptable?

**Answer:** This is not part of the Scope of Services, Section 3.0 at this time.

**Question 40** - Is a pooled test approach acceptable?

**Answer:** No

**Question 41** - What is the University's anticipated volume of athletes to be tested regularly?

**Answer:** Unknown at this time - per NCAA standards.

**Question 42** - What is the University's preferred athletic testing schedule? (i.e., one day weekly, every weekday, etc.).

**Answer:** Unknown at this time per NCAA standards and competition schedule.

**Question 43** - What is the approximate percentage of vaccinated/unvaccinated students and staff?

**Answer:** Unknown at this time.

**Question 44** - Is COVID testing currently conducted with the same protocol for vaccinated and unvaccinated individuals?

**Answer:** Currently, yes

**Question 45** - What support is needed from a staffing standpoint? Do staffing needs fluctuate from day to day?

**Answer:** It depends on the scheduled testing volume.

**Question 46** - What type of testing is preferred for each segment (i.e., sports, back to campus, staff, symptomatic, asymptomatic)? Volumes and frequency?

**Answer:** PCR testing.

**Question 47** - Approximately how many days per week & hours per day might antigen testing be needed?

**Answer:** 1-3 days and 1-3 hours per day.

**Question 48** - How will the determination be made to order antigen versus PCR?

**Answer:** MSU Clinical Director based on circumstances and data.

**Question 49** - What is the preferred method for placing orders?

**Answer:** Schedules and orders are projected and then confirmed via email and/or telephone.

**Question 50** - Who will provide medical oversight?

**Answer:** MSU is ordering physician.

**Question 51** - How will results be received?

**Answer:** Electronically

**Question 52** - Will a roster file be provided?

**Answer:** No

**Question 53** - What is meant by electronically store medical insurance information?

**Answer:** Record insurance information.

**Question 54** - Would MSU value a covid+flu panel solution?

**Answer:** This is not part of the current RFP. The University is seeking COVID testing as specified in the Scope of Services, Section 3.0.

**Question 55** - Would MSU consider surveillance model testing for any of the segments?

**Answer:** This is not part of the current RFP. The University is seeking COVID testing as specified in the Scope of Services, Section 3.0.

**Question 56** - If Covid+flu and/or surveillance are of interest, how should the Contractor submit pricing vis-à-vis attachment 1?

**Answer:** This is not part of the RFP. The University is seeking COVID testing as specified in the Scope of Services, Section 3.0.

**Question 57** - Are pre-campus home testing kits required?

**Answer:** This service is not part of the RFP's Scope of Services, Section 3.0.

**Question 58** - What is the minimum staffing required per site, including the testing staff and site manager?

**Answer:** Vendor responsible for staffing appropriately.

**Question 59** - What is the number of collection sites inclusive of inside and outside the University?

**Answer:** All testing sites will be on the University's campus.

**Question 60** - How many collections kits do the University envisions to be utilized per day?

**Answer:** Volume TBD

**Question 61** - Does the point of contact manager has to report on-site or could they supervise work remotely?

**Answer:** Remotely

**Question 62** - Would the University be allocating a room/space or do we have to set up the collection site in a tent?

**Answer:** No tent, we have space in a building.

**Question 63** - What are the defined hours of operation, and will there be any after-hours testing involved as well?

**Answer:** See answer to Question # 9.

**Question 64** - What is the set guideline being case of a non – point of care test?

**Answer:** Need clarification

**Question 65** - Will SALIVA testing be an accepted method of a collection?

**Answer:** No

**Question 66** - In reference to RFP 1478 for COVID-19 testing, is the expectation that one offeror supply both PCR and Antigen testing, or can an offer be made for one or the other?

**Answer:** Please refer to section 6.0 Contract Award on page # 14.

**Question 67** - The RFP lists PCR testing via nasopharyngeal swab only. Is saliva/sputum sampling acceptable as long as it meets the criteria?

**Answer:** No

**Question 68** - Is antigen testing a requirement?

**Answer:** This is not part of the RFP. The University is seeking COVID testing as specified in the Scope of Services, Section 3.0.

**Question 69** - For RT-PCR testing, does the specimen type need to be nasopharyngeal, or would mid nasal/anterior nasal be acceptable as well?

**Answer:** This is not part of the RFP. The University is seeking COVID testing as specified in the Scope of Services, Section 3.0.

**Question 70** - When the vendor is billing the student's private insurance as required by terms and conditions; Does the vendor have to bill according to prices quoted or only if they are billing the University?

**Answer:** The pricing is for billing the University.

**Question 71** - I was reviewing your recently posted RFP for COVID-19 Testing (#1478) on behalf of Spartan Medical; I was hoping to get some additional information on any pre-bid conferences or site visits that might be occurring. The RFP indicates attendance at one or both of these events would be advantageous, but section 1.1 indicates "N/A" for the date and time. I would like to confirm that these events are not happening or, if so, to obtain some additional information and details regarding how Spartan Medical can participate.

**Answer:** There will be no pre-bid conferences or site visits.

**Question 72** - Will the University consider awarding one vendor for PCR testing and a separate vendor for Antigen testing?

**Answer:** The University reserves the right to award the bid in whole or in part when it is in its best interest.

**Question 73** - Will the University consider different testing methods for other demographics? Ex: separate testing techniques for student-athletes and athletic personnel vs. students?

**Answer:** The testing methods are stated in the RFP in section 3.0 Commodity Description/Scope of Work on pages # 7 & 8.

**Question 74** - If a vendor wants to propose a unique approach to testing only student-athletes and athletic personnel, would this proposal be accepted?

**Answer:** Please refer to section 6.0 Contract Award on page # 14.

**Question 75** - Would the University accept a proposal that addresses the sole use of Antigen testing?

**Answer:** The University reserves the right to award the bid in whole or in part when it is in its best interest.



**Question 76** - In section 3.0 of the RFP states:

Provide COVID-19 PCR and Antigen testing using approved testing methodologies, including but not limited to compliance with all manufacturer guidelines for performing such tests. A Contractor should provide nasopharyngeal PCR tests and antigen-antibody tests. If the testing is not collected properly by the contractor at time of test, it is the responsibility of the contractor to re-test those individuals with no financial obligation from the University.

**Answer:** Yes, it is the responsibility of the Contractor.

**Question 77** - Is antigen-antibody tests the intended language? Or should this read Antigen Tests?

**Answer:** Delete/ignore the word antibody.

**Question 78** - Would the University consider a testing approach that would utilize on-site resources (trained specimen collectors, i.e., athletic coaches or trainers) to conduct testing for student-athletes and athletic personnel?

**Answer:** This is not part of the RFP. The University is seeking COVID testing as specified in the Scope of Services, Section 3.0.

**Question 79** - Would the University accept proposals utilizing At-Home/Self collecting tests?

**Answer:** This is not part of the RFP. The University is seeking COVID testing as specified in the Scope of Services, Section 3.0.

**Question 80** - If a student or school employee has tested positive and is in quarantine, is there a process defined for re-test/validation before that student or school employee is allowed back in the school building?

**Answer:** Yes

**Question 81** - Would the bidder be able to take exception to any part of the RFP, including the scope of work?

**Answer:** No

**Question 82** - Is Montclair willing to accept redlines to the terms and conditions set forth in the RFP and contract?

**Answer:** The contract is composed of the RFP, Addenda, and the bidder's response. The bidder can submit exceptions to the University's Terms and Conditions; however, certain terms are non-negotiable. Failure to accept the terms and conditions may result in disqualification of the bid.

**Question 83** - Would testing participants include minors?

**Answer:** Potentially yes

**Answer** - Montclair State University does not provide budget and funding information during the bidding process.

**II. Special Notice of Bid Extension:**

NOT USED

**III. Changes to Prior Addenda:**

NOT USED

**IV. Changes to Bidding Requirements:**

NOT USED

**V. Changes to Agreement and Other Contract Forms:**

NOT USED

**VI. Changes to Conditions of the Contract:**

NOT USED

**VII. Changes to Specifications:**

NOT USED

**VIII. Changes to Drawings:**

NOT USED

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Please acknowledge receipt of this Addendum No. 1 via fax. The fax number is 973-655-5468.

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Name (please print)

Attachments:

NOT USED

Distribution:

Christine Palma  
Erskine Shoulars

# VISIT HEALTHCARE

**Technical Proposal Offeror:** Visit Healthcare  
**Address:** 20 S Santa Cruz Ave, Suite 300, Los Gatos, CA 95030  
**Contact Person:** Emily Oestreicher, VP of Communications  
**Telephone:** [REDACTED]  
**Fax:** 408-676-2836  
**E-mail:** [REDACTED]

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Office of Procurement Services Montclair State University  
Overlook Corporate Center  
150 Clove Road, Third Floor, Little Falls, New Jersey 07424  
**Assigned Procurement Services Buyer:** [REDACTED]  
**Telephone:** [REDACTED]  
**Fax:** 973-655-5468  
**E-mail:** [REDACTED]

**Request for Proposal #1478**  
**COVID-19 Testing**  
**June 29, 2021**

To Whom it May Concern,

Visit Healthcare is a company that is focused on slowing the spread of COVID-19 through testing and vaccination services. We specialize in large-scale public health projects through the application of our well-established operational capabilities and proficiency in the recruitment of trained personnel to perform this work. In cooperation with and under the oversight of state and local public health authorities, Visit Healthcare has launched scores of COVID-19 testing sites in cities and towns throughout the U.S. resulting in our involvement in the provision of COVID-19 RT PCR testing to approximately two million people across the country in fifteen states.

Our existing database of experienced healthcare workers combined with aggressive outreach allows our company to recruit the personnel who make up our frontline testing staff from the same communities that they serve, ensuring that they share the cultural, ethnic, socioeconomic, and linguistic traits of those communities. Additionally, we guarantee the ability to proceed quickly once a contract has been awarded, as our large-scale projects for states and municipalities have deployed in less than two weeks.

Our clinical leadership team has extensive experience in the provision of training and the oversight of testing administration projects, including the deployment of mobile testing clinics, planning, and holding community-based testing events, testing logistical and supply chain management, the creation of and adherence to federal and state compliant waste management protocols, and the capability to work with multiple state reporting systems.

Visit Healthcare has the capacity and the expertise necessary to deliver safe, efficient, and patient-centered testing services, and we look forward to furthering our partnership with Montclair State University to meet the University's needs for COVID-19 testing.

Sincerely,

*Benjamin Fanger*

Benjamin Fanger  
Chief Executive Officer, Visit Healthcare

# STATEMENT OF QUALIFICATIONS

## A. Technical Proposal To The Scope Of Work

### 1. Test Site Operations

Visit Healthcare currently provides testing services to the University, and staff have coordinated with the University to identify Webster Hall as the best building on campus for testing and worked within their preferred hours to accommodate all student and staff class schedules. The site flow has already been set to ensure there are no long lines or backup where students are too close to one another to avoid any crowding. All staffing hours are flexible, but our current site operation schedule provide to the University is as follows:

#### **Monday, Tuesday, and Thursday:**

Staff arrival at 8:00am, Operating hours from 9:00am - 3:00pm.

#### **Wednesday:**

Staff arrival at 10:00am, Operating hours from 11:00am - 7:00pm.

**Disposal of Medical Waste** - Visit Healthcare will adhere to all current requirements of the State of New Jersey for its medical waste protocols including but not limited to safe storage and handling procedures for supplies and test kits, plan for backup power to support the testing site(s) in the event of an outage, and protocols for proper medical waste disposal. All staff are trained and observed for competency with the safe handling and disposal of medical waste.

### 2. COVID-19 PCR and Antigen Testing Methodologies

All test samples are procured by trained healthcare professionals with experience in clinical specimen collection, infection control and the use of PPE. Visit Healthcare has found anterior nares nasal swab collection for RT-PCR test processing of the samples collected by our trained healthcare workers to be best tolerated sample collection method and most sensitive and specific type of lab-based testing and would preferentially use this technique for our testing operation. However, we are proficient in all modes of specimen collection, and can accommodate the preferences of the client for nasopharyngeal specimen collection, oropharyngeal, mid-turbinate or anterior nares nasal swabbing. Additional training will be provided to newly hired sample collection personnel to reinforce adherence to best practices as recommended by the CDC and to address sample collection kit and test kit specific requirements.

Based on our experience in statewide community-based testing in Illinois, it is relatively easy to pivot to a self-swab model where our trained healthcare workers instruct and observe those being tested to collect their own samples - providing an acceptable alternative that minimizes exposure of our staff and perhaps provide a more efficient manner to collect samples. Whether the final determination is to have our testing sites perform standard PCR tests for COVID-19 or to have our specimen collection personnel instead conduct a rapid antigen test on site, with results available and reportable to the person tested within 15-20 minutes, our personnel would use the same sampling technique.

**Test Kits** - All our lab partners use RT-PCR kits that are FDA Emergency Use Authorized (EUA) from several manufacturers who have guaranteed an uninterrupted supply of kits/reagents to our company and our partner labs – these test kits averaging 98% sensitivity and near 100% specificity based on manufacturers’ published literature. All manufacturer, CLIA, State and FDA guidelines will be complied with in the collection, administration, and processing of these COVID-19 RT-PCR tests.

Regarding rapid antigen test kits, also performed under the CLIA of our partner lab, all kits will have received FDA EUA or will be registered with the FDA with application for EUA in progress. Rapid antigen testing kits currently only have EUA for use in symptomatic patients within the first five days of symptom onset (when they are most accurate) but are currently being used “off label” for the screening of asymptomatic individuals. For asymptomatic testing with these kits the sensitivity is not expected to be as high as the “gold standard” RT-PCR testing, although the specificity still approaches 98% - meaning very few false positive results.

Visit Healthcare understands that if testing is not collected properly by our staff at the time of a test, it is Visit Healthcare’s responsibility to re-test the individual who was improperly tested, with no financial obligation from the University.

**Preparation/Storage** - All unused specimen collection materials will be stored according to test kit manufacturer recommendations. Collected PCR samples and any materials that require refrigeration will be maintained at proper temperature through refrigeration or, where mechanical refrigeration may not be available, thermally insulated coolers filled with reusable ice packs. To avoid cross contamination, unused sample materials and collected specimens are always stored in separate coolers.

### 3. Staffing

Specimen collection is performed by our teams of licensed medical professionals, usually phlebotomists (who are experienced handling specimens and proper use of PPE). A physician assistant, nurse practitioner or other clinical supervisor will periodically visit the site to observe specimen collection and handling, PPE compliance, and provide assistance and additional training when needed. Visit Healthcare currently provides the University with very well-trained staff that ensure all protocols for safety and medical waste are followed compliantly.

**Risk Mitigation of COVID-19 Transmission** - Visit Healthcare is committed to the well-being and safety of our staff and patients, and we recognize that our test sample collection operations expose our employees to hundreds of individuals each day. While the majority will be proven to not be infected with COVID-19, a number will be infected and thus capable of transmitting the virus to our employees during the approximate 30 seconds when the individual removes their mask during the administered nasal swab or self-swab sample collection procedure. Those who are explaining/observing the sample collection are at some risk due to their proximity to the individual who is temporarily unmasked. Others who are not within six feet of the test sample collection procedure are deemed to be at lower risk of being infected from respiratory transmission from a potentially infected individual being tested.

The primary measure to mitigate the risk of transmission through respiratory exposure to infected individuals is the use of a mask (surgical or KN-95) along with a face shield. Based on a review of the literature related to the protection afforded by masks in a healthcare environment (from June 18, 2020, Annals of Internal Medicine), there was no clear evidence that N-95 was more effective than surgical masks. Still, Visit Healthcare provides all our staff KN-95 face masks and face shields.

Specimen collection at all our testing and test sample operations has been accomplished by our teams of medically trained personnel, phlebotomists, medical assistants, or certified nursing assistants utilizing PPE consisting of face mask (usually KN-95 mask) and face shield plus nitrile gloves and protective gown. Compliance with the PPE protocol is ensured through a program of initial PPE refresher training of newly hired personnel and continuous reinforcement of proper PPE utilization by managers, clinicians, and clinical leadership including periodic inspections/audits of the testing sites.

Visit Healthcare's PPE and infection prevention protocol also requires glove changes after every sample collection/handling, as well as frequent hand washing or use of hand sanitizer, and social distancing whenever possible for our staff. Our staff are never allowed to be without a face mask within six feet of any other staff member – e.g., lunches and breaks to drink water are only allowed one person at time and distanced from others. Further, Visit Healthcare staff are trained and proficient in the utilization of universal standard precautions recommended by the CDC for all patient care. All risk mitigation protocols are monitored and maintained by clinical leadership for all Visit Healthcare sites.

We require all individuals being tested to comply with any applicable State or University-mandated mask wearing requirement, except for the brief period that samples are collected when masks are maintained at least six feet (or more) distance between themselves and others in line to test (when not in their own vehicles at a drive-through site), and always use disinfection solution to clean chairs and tables between each individual tested.

**PPE Training** - Our experienced phlebotomists are trained to a high standard in the use of PPE and universal precautions. As they use PPE daily in their duties, with regular refresher training, no additional training is necessary for this project. Regardless, Visit Healthcare clinical supervisors always conduct initial and refresher training focused on infection control, proper PPE use, and specimen collection and handling procedures. Quality checks and inspections are subsequently conducted at all testing sites for the duration of our testing operations.

## 4. Site Management

A logistics (site) manager oversees the setup, take down, PPE inventory, specimen packing, transportation, shipping, and overall operations. Once the site is taken down and site materials are loaded, the logistics manager transports the equipment and materials to a secure storage location. These sites can be set up and taken down in 30 minutes.

## 5. HIPAA-Regulations

Visit Healthcare has developed and currently uses a proprietary web-based HIPAA-compliant portal into which participants are able to log in to register and create an account with their information. This portal adheres to all State, Federal, CARES Act, and the University's own COVID-19 Vendor guidelines.

## 6. Technology

For our projects, all technology including laptops, tables, wifi hotspots, and internal communication applications are provided by Visit Healthcare.

## 7. Test Resulting

Lab requisitions, whether for PCR testing or rapid antigen tests, are created at the time of COVID-19 test sample collection and then digitally transferred to our partner labs with subsequent results of the rapid antigen test loaded into the system by our on-site testing personnel whereas RT-PCR test processing results are digitally loaded back into the secure portal by the lab, allowing for rapid result notification to those tested through email or text. Local and State Public Health authorities are provided all results in the manner that they designate.

With our laboratory partners across the United States, Visit Healthcare averages a turnaround time of 24-48 hours from when the lab receives the PCR test specimens. In the specific case of our lab partner, Alaine Diagnostics, located in Saddle Brook, NJ, we can assure that the individuals tested, and designated University administrators, will have results communicated to them between 24-48 hours from the time of sample collection.

## 8. Positive/Negative Results Procedure

Visit Healthcare guarantees that all positive and negative test results will be promptly reported to the University's designated contacts. Positive and negative test results will be promptly provided to the individuals being tested and any individual with a positive test will be contacted directly via telephone call within hours of the positive result by one of Visit Healthcare's clinical nurses and provided initial guidance regarding isolation. Visit Healthcare understands that certain athletic programs may require results reporting within 24 hours after sample collection, and that it will adhere to NCAA guidelines for testing/reporting should it be required.

In addition, information sheets regarding recommended actions are distributed to all testing participants at the time that their sample is collected at the testing site. Those guidelines for action include recommendations regarding the need for isolation from others pending discussion with their own healthcare provider for those found to be COVID-19 positive or for those who currently exhibit or develop symptoms.

When an individual is tested using a rapid antigen test, they are notified of results within six hours. For PCR and antigen testing, all positive test results are called to the tested individual's contact telephone number and communicated to them or to their parent or guardian (if a minor) within eight hours of being reported by the lab. In either case, positive results reported are accompanied by counseling by a Visit Healthcare representative in person or over the phone to ensure appropriate measures, including isolation and follow-up assessment by each institution's Student Health Center and/or by a local medical provider will take place. They are also made aware that they should expect a call from school, local, County or State Public Health authorities so that contact tracing may be conducted.

## 9. Data Portal

Visit Healthcare has developed and currently uses a proprietary web-based HIPAA-compliant portal into which participants are able to log in to register and create an account with their information (including identifying and contact information, demographics and whether they are suffering from symptoms or not). Those who don't have access to the internet can call our 1-800 number to make an appointment. The call center is available during the business hours of 8:00 a.m. - 7:00 p.m. Eastern Time, seven days



a week, including holidays. All staff are also trained to assist participants in registering through our portal in person. All data collection staff are fully equipped with the necessary PPE to keep our patients safe.

10. Laboratory Agreement - An established agreement with our lab partner, Alaine Diagnostics, located in Saddle Brook, NJ, is currently in place for testing services if a non-point-of-care test is utilized. For point-of-care testing, data will be collected at point-of-service and reporting will be submitted promptly, as required by the University.

11. Data collection - Data can be compiled weekly and reported monthly. In addition, data analysis can include a focus on infection positivity rates and incidence rates by age, gender, race, location of residence (zip code), size of household, language spoken in household, symptoms, exposure to others with infection (contacts), medical conditions, and other specific demographic categories as designated by the University or State Public Health Officials. Below are the data fields required by the College and other State and Federal reporting agencies as requested:

- Patient name, address, email, and phone number
- Demographic information
- Health insurance information
- Employment type
- Travel history
- Health status (pre-existing conditions, presenting symptoms, etc.)
- First-time or recurring participant
- Appointment prioritization for critical populations (criteria pending)
- Preferential appointment capability for specified contact tracers (criteria pending)

In addition, our portals functionality includes the ability to:

- Register minors with parental or legal guardian approval
- Track counties/cities of residence for those who are non-New Jersey residents
- Include patients' primary contact information
- Distinguish between patient types (staff and student, e.g.)
- Have test results available in a downloadable record in the patient's preferred language

For both data collection and reporting, we can adjust these requests and requirements based on the needs of our client while ensuring all information adheres to state, local, and federal specifications. Visit Healthcare can customize any aspect of the intake and reporting process in a short amount of time.

## 12. Flexibility

Our staffing and scheduling model is framed around a seven day per week test sample collection operation with flexible opening and closing hours that is always based on the needs of the client. In this case, our schedule can accommodate the ever-changing needs of the University or other Athletic departments. Visit Healthcare can establish a new testing site at a different location with at least 48 hours' notice. Should the University find it necessary to increase or decrease capacity as the pandemic

progresses, we are similarly able to adapt our response with 48 hours' notice.

### **13. Courier Service**

With our partner lab located only 15-20 minutes from the University, we currently provide the individuals testing and the University with test results in an expedient manner. Our partner lab courier system is extremely efficient and timely. Visit Healthcare is always notified of pickup and drop-off times to ensure that the test results are reported well ahead of requested deadlines.

### **14. Meetings and Reporting**

Visit Healthcare will meet regularly with the University point of contact for managing the program on an as-needed basis to review and discuss operations and plans for continued improvements alongside updated and ongoing scheduling. Electronic reporting will be provided with the ability to download to a spreadsheet as well. A dedicated point of contact (POC) account manager for this project will be provided and made available to the University to ensure proper coordination of operations and mitigation/resolution of any issues.

### **15. Electronic Reporting**

Visit Healthcare currently provides the University's designated contact person for results reporting with a csv spreadsheet. Results are also immediately reported upon receipt from the lab to our proprietary HIPAA-compliant portal so every individual tested can view and download their individual testing report and testing history. Through our proprietary portal and dedicated Montclair State University sign-up page, students and faculty are easily able to create a profile and include their insurance information along with their other required personal data. Once individuals are signed up on this portal, they simply show up for testing whenever necessary and Visit Healthcare's screeners will check them in. Once an individual checks in for a test, their information from the portal is exported to the csv report.

### **16. Points of Contact**

Max Macedo, Visit Healthcare's East Coast Director of Operations, is the current POC and account manager for Montclair State University. He ensures his availability 24- 7 to coordinate all operations and resolve any issues that may arise. Currently, Visit Healthcare provides the University with over 20 experienced staff that have been working these testing sites and who are very familiar with the campus and ongoing COVID-19 testing expectations and operations. Jermaine Santiago, our Montclair on-site Logistics Manager, has Supervised the University testing site, and is very knowledgeable about the University, their staff, and the ongoing COVID-19 testing operations.

## **17. Medical Insurance Electronic Storage**

Visit Healthcare will ensure the electronic storage of medical insurance information and will effectively electronically interface with MSU to provide the test results.

## **18. Labels**

Through Visit Healthcare's data portal system, we have the ability to print out testing sample labels in order to mitigate user error from occurring.

## **19. Billing**

Through our agreement with our partner lab, Visit Healthcare has the capacity to establish and implement billing procedures as requested by Montclair State University for all approved tests performed. For this project, we will make every effort to bill through the individual's private insurance for testing services performed, participate in the federal COVID-19 claims reimbursement program to obtain reimbursement for testing, and participate in any other existing or new programs where possible.

Visit Healthcare understands that for testing services required by the University, the University will cover testing costs if testing services cannot be billed through student or staff private insurance, in which case Visit Healthcare will bill the University for those costs. Further, Visit Healthcare understands that should the University determine that it will no longer cover costs for COVID-19 testing, and institute an optional testing program on campus, then Visit Healthcare can bill the individual directly for optional testing.

**The remainder of this page is intentionally left blank.**

## B. Summary Information Sheet (Attachment #2)

### ATTACHMENT #2 SUMMARY INFORMATION SHEET

Firm: Visit Healthcare

1. NUMBER OF YEARS FIRM HAS BEEN IN OPERATION: Firm established in 2020

2. CONTACT/LOCATION OF THE RESPONDENT'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT:

NAME: Olympia Bliss

TITLE: Chief Operating Officer

ADDRESS: 20 S Santa Cruz Ave., Ste. 300, Lost Gatos, CA 95030

PHONE: [REDACTED]

CELL PHONE: [REDACTED] EMAIL: [REDACTED]

3. NAME(S) AND TELEPHONE NUMBER(S) OF MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR:

Max Macedo, [REDACTED]

#### CURRENT CONTRACTS:

4. PLEASE LIST THE NEW JERSEY AGENCIES, US GOVERNMENTAL AGENCIES, PUBLIC AND PRIVATE COLLEGES AND UNIVERSITIES NOW UNDER CONTRACT WITH THE RESPONDENT FIRM:

Montclair State University, New Jersey

Ramapo College, New Jersey

Stockton University, New Jersey

5. PLEASE LIST REFERENCES WHERE SIMILAR TYPE SERVICES WERE PROVIDED. PROVIDE THE NAME, TITLE, AND TELEPHONE NUMBER OF AN INDIVIDUAL AT EACH REFERENCE SITE WHO CAN PROVIDE AN INDEPENDENT ASSESSMENT OF THE PROPOSER'S PERFORMANCE: COMPANY:

Montclair State University

NAME/TITLE: Kaitlin Kurdyla TEL.#: [REDACTED]

EMAIL: [REDACTED]

COMPANY NAME:

Ramapo College

NAME/TITLE: Christopher Romano/VP Enrollment Mgmt & Student Affairs TEL.#: [REDACTED]

EMAIL: [REDACTED]

COMPANY NAME:

Stockton University

NAME/TITLE: Steven Radwanski / Executive Director of Resident Life TEL.#: [REDACTED]

EMAIL #: [REDACTED]

6. PLEASE LIST CONTRACTS THE RESPONDENT HAS HAD TERMINATED DURING THE LAST THREE YEARS WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. IF NONE, INDICATE SO:

TERMINATED CONTRACT:

TERMINATED CONTRACT:

TERMINATED CONTRACT:

In addition to the above information, noted in the Summary Information Form, Visit Healthcare has multiple on-going testing contracts with states and municipalities across the U.S. Additional references for larger projects is available upon request.

## **C. Information On Types Of Testing Offered**

### **PCR and Rapid Antigen Testing via Approved Testing Methodologies**

All test samples are procured by trained healthcare professionals with experience in clinical specimen collection, infection control and the use of PPE. Our personnel are familiar with widely used sample collection modalities (i.e., venipuncture, “finger-prick”, and nasal/oral swabbing).

Still, additional training will be provided to newly hired sample collection personnel to reinforce adherence to best practices as recommended by the CDC and to address sample collection kit and test kit specific requirements. Visit Healthcare has found anterior nares nasal swab collection for RT-PCR test processing of the samples collected by our trained healthcare workers to be best tolerated sample collection method and most sensitive and specific type of lab-based testing and would preferentially utilize this technique and test for our testing operation. Moreover, based on our experience in statewide community-based testing in Illinois, it is relatively easy to pivot to a self-swab model where our trained healthcare workers instruct and observe those being tested to collect their own samples - providing an acceptable alternative that minimizes exposure of our staff and perhaps provide a more efficient manner to collect samples.

Whether the final determination by the client is to have our testing sites perform standard PCR tests, with results available and reportable to the individual tested within 24-48 or within 24 hours if required by NCAA guidelines, for COVID-19 or to have our specimen collection personnel instead conduct a rapid antigen test on site, with results typically available and reportable to the individual tested within 15-20 minutes of receipt of specimen, but no longer than 60 minutes of receipt of specimen.

### **Test Kits**

Regarding RT-PCR test kits, all our lab partners utilize kits which are FDA Emergency Use Authorized (EUA) from several manufacturers who have guaranteed an uninterrupted supply of kits/reagents to our company and our partner labs – these test kits averaging 98% sensitivity and near 100% specificity based on manufacturers’ published literature. All manufacturer, CLIA, State and FDA guidelines will be complied with in the collection, administration, and processing of these COVID-19 RT-PCR tests.

Regarding rapid antigen test kits, also performed under the CLIA of our partner lab, these kits will have received FDA EUA or will be registered with the FDA with application for EUA in progress. As in the case of all rapid antigen testing, which actually only have EUA for use in symptomatic patients within the first five days of symptom onset (when they are most accurate), but which are currently being used “off label” for the screening of asymptomatic individuals, the sensitivity is not expected to be as high as the “gold standard” RT-PCR testing, although the specificity will still approach 98% - meaning very few false positive results. Thus, when this testing option is selected by school administrators, perhaps as part of the 3-times-per week testing of those student athletes for example, who are at highest risk for contact, there is a significant likelihood of receiving a false negative result – as sensitivity in such cases is likely only 50% at best (see recent CDC study of the use of rapid antigen testing in Wisconsin College

Students). Again, this issue is true with any rapid antigen test kit. This can be somewhat mitigated by including at least one RT-PCR test for each student athlete each week.

## **D. Testing Minimums**

Regarding testing minimums, Visit Healthcare will require payment for a minimum of 20 specimens per scheduled testing event, even if the number of specimens collected from any testing event is less than 20 total.

## **E. Flexibility Of Scheduling**

Visit Healthcare offers ample flexibility of scheduling to accommodate any needs of the University. Visit Healthcare understands that scheduling needs may include testing on different weekdays in a given week or testing multiple days in a week to align with athletic/student schedules. Visit Healthcare can offer scheduling of testing services seven days a week on an as needed basis, as an established staffing pool of experience clinical workers is readily available to meet the testing needs of the University. (Note: Flexibility of Scheduling is also outlined in the preceding Technical Proposal.)

## **F. Portal To Obtain Test Results**

Visit Healthcare will utilize its secure, proprietary HIPAA-compliant web portal with the ability to collect patient demographic information in compliance with all public health requirements and the ability for individuals to login to request tests as well as obtain test results directly. (Note: Full capacity of Visit Healthcare's HIPAA-compliant web portal are detailed in the preceding Technical Proposal.)

**ATTACHMENT #1  
PRICE SHEET(S)**

**Attachment A Price Sheet Montclair State University**

Enter Bidder Name:	Visit Healthcare
Instructions:	Bidder to provide pricing information per unit and per volume parameters for both tests.

Enter:	Type/name of test being offered:	<b>Type test 1</b>	<b>Type test 2</b>
Enter:	Time of sample collection to test results supplied to college: ( maximum time)	PCR	Antigen
		36 Hours	30 Minutes

Line #	Description	Testing Volume	Unit		
1	Test Cost	1-150	per test	\$80	\$25
2	Collection fee (Labor)	1-150	per test	\$25	\$25
3	Test Cost	151-300	per test	\$80	\$25
4	Collection fee (Labor)	151-300	per test	\$25	\$25
5	Test Cost	301-500	per test	\$75	\$25
6	Collection fee (Labor)	301-500	per test	\$25	\$25
7	Test Cost	501-750	per test	\$75	\$25
8	Collection fee (Labor)	501-750	per test	\$25	\$20
9	Test Cost	751-1000	per test	\$70	\$25
10	Collection fee (Labor)	751-1000	per test	\$20	\$20
11	Test Cost	1001 +	per test	\$70	\$25
12	Collection fee (Labor)	1001 +	per test	\$20	\$20

**Note: test costs to be billed to University only if unreimbursed as described in # 19 Scope of Services. Students/Staff should never be billed or invoiced for testing.**

**RFP #1478 – COVID-19 Testing**

**ATTACHMENT #1**

**PRICE SHEET(S)**

Bidder Name: Visit Healthcare

The University will award this contract based on price and other factors. The pricing to be submitted is listed below. Please reference Commodity Description/Scope of Work Section 3.0. Pricing must be submitted in the provided format. No other price format will be considered or your bid will be non-responsive.

The Bidder must submit its pricing using the format set forth in the Price Sheet attached hereto as Attachment # 1. The following shall also apply to the pricing:

- a. Each Bidder is required to hold its prices firm through issuance of contract.
- b. Bidders may submit test options that meet the RFP requirements. This may include both PCR and Antigen testing options.
- c. The Bidder shall provide information on the type(s) of testing offered.
- d. No additional fees or costs shall be paid by the University unless there is a change in the scope of work.

*Benjamin Fanger*  
\_\_\_\_\_  
Signature

6/18/2021

\_\_\_\_\_  
Date

Benjamin Fanger, Chief Executive Officer

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Phone Number