



June 2, 2017

**NOTICE OF INTENT TO AWARD
RFP 027-0-2017LC
Biometric Screening Services**

To All Offerors:

Please be advised that NNPS completed the evaluation of proposals for Biometric Screening Services under Informal Request for Proposal (URFP) #027-0-2017LC Total Wellness was determined to be the most fully qualified and suitable provider for NNPS. It is the intention of NNPS to award the contract to Total Wellness, accordingly, effective June 12, 2017.

On behalf of Newport News Public Schools (NNPS), I would like to thank you for your interest in providing biometric screening services to NNPS and your participation in the RFP process.

Sincerely,

Lisa A. Cumming, C.P.M., VCO
Purchasing Director
Newport News Public Schools



**Request for Qualifications and Pricing
For
Biometric Screening Onsite Services**

URFP 027-0-2017LC

March 27, 2017

Contents

- 1. Introduction 3
- 2. Overview of NNPS 3
- 3. Scope of Work 4
- 4. Selection Criteria..... 5
- 5. High-Level Business Requirements..... 5
- 6. Project Timeline..... 6
- 7. Proposal submission instructions..... 6
- 8. Terms and Conditions..... 6

1. Introduction

Newport News Public Schools seeks a qualified vendor to provide biometric screening services for school division staff members including: (1) administration of on-site biometric screening services, (2) provision of confidential test results to each participant (3) provision of an aggregate report of identified data collected to the school division and (4) ensure information is reported to school division wellness vendor (Viverae) by way of paper and/or electronic documentation.

Newport News Public Schools is interested in giving each biometrics screening participant valuable information regarding their health (cholesterol levels, blood pressure, height, weight, BMI, and blood sugar). Each of these tests used along with other medical information are proven indicators of a person's current general health status as well as predictors of future medical problems. The school division believes that efforts to improve each individual's health and well-being will have a positive effect on their quality of life.

It is the goal of Newport News Public Schools to continue to use aggregate data collected via biometric screening to make evidence-based decisions for development of programs aimed at addressing negative health trends identified in the populations screened.

Going forward, it is important that we maintain employee satisfaction throughout the entire process beginning with smooth and simple registration procedures, screening performed by qualified skilled professionals, accurate and timely reporting of test results, and confidentiality is maintained throughout the entire process. The selected service provider must demonstrate that they have successfully implemented biometric screening for clients with similar employee populations.

2. Overview of NNPS

Based on the Commonwealth of Virginia Department of Education's (DOE) 2016-2017 Fall Membership Report, NNPS is the ninth largest school division in the Commonwealth with approximately 28,843 students. NNPS is an urban school system educating children in 4 early childhood centers, 26 elementary schools, 10 middle schools, and 6 high schools. NNPS also provides programs for at-risk students in addition to special education programs. NNPS employees approximately 5000 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

A listing of NNPS and its locations may be accessed via NNPS' official web site at <http://sbo.nn.k12.va.us/schools>.

Background of the RFP

In 2014, Newport News Public Schools decided to become more proactive in its efforts to improve employee health by promoting better lifestyle choices and introducing a comprehensive employee wellness program.

Over the last 3 years, Newport News Public Schools has given employees a greater opportunity to learn more about their individual health conditions through voluntary participation in the employee wellness program. To encourage employees to participate in this initiative, the school division offers a highly effective incentive: \$50 per month credit on their monthly insurance premiums.

Although participation components needed to qualify for this discount have evolved over the years, presently, metric thresholds are not included in order to receiving the wellness credit.

We believe that biometric screening has now become an integral part of the school divisions approach to employee well-being. In FY 2015, 1,900 employees participated in the wellness program. Newport News Public Schools employees are encouraged to take responsibility for their own health and well-being, information provided through biometric screenings has given them an opportunity to change their health status and make better life-style choices.

3. Scope of Work

Newport News Public Schools will expect the vendor to perform the services indicated below.

1. Provide on-site biometric screening participant clinics in the months of June and July. Vendor will also be required to offer an onsite clinic at our annual Wellness Expo that takes place in early spring. Registration and scheduling for these clinics can be done with the assistance of Newport News Public Schools staff or not. However, we require that all appointment scheduling be made available via on-line and via call center. Our target date to open registration and scheduling is June 1, 2017 through July 31, 2017 for this year.
2. Provide options for provision of confidential test results to participants both by U.S. mail and on-line.
3. Biometric Measurements for all participants must include the following:
 - a. Height
 - b. Weight
 - c. Waist Circumference
 - d. Systolic and Diastolic Blood Pressure
4. Laboratory Tests for all participants include the following:
 - a. Lipids Profile:
 - i. Total Cholesterol
 - ii. HDL Cholesterol
 - iii. LDL Cholesterol
 - iv. Triglycerides
 - b. Glucose
5. Vendors must document a fee per employee.

6. As a point of reference, in 2016, 765 employees participated in the on-site biometric screening clinics. Over a period of 2 months, 10 on-site clinics were held at six locations throughout the City. The on-site clinics operated from 8:00am to 12:00pm and 12:30pm to 4:30pm. Depending on the number of people tested, the number of screeners on-site, and the hours of operation, the selected vendor could be required to provide more or fewer clinics and the hours of operation could change.
7. An aggregate-level population report must be provided to the school division no later than 30 days following completion of all on-site screenings.
8. The selected vendor must have the capability to communicate participant test results as identifiable health information to authorized third party entities specifically Viverae (NNPS Wellness vendor).
9. The selected vendor must commit not to share demographic or any other information collected for biometric screening purposes with any other vendor.
10. The selected vendor must maintain the confidentiality of all personal health information as required by HIPPA at all times.

4. Selection Criteria

The decision to select a provider as an outcome of this RFP will be based on, but not limited to, the following selection criteria:

- 1) Knowledge and expertise
 - a. Prior experience providing biometric screening services for organizations similar to Newport News Public Schools.
 - b. Qualification, experience, and skills of Company's personnel, Project team members, and any third party providers.
- 2) Vendor Approach
 - i. Suitable plan, including proposed timeline to complete biometric screening services within the stated time period June 1 through July 31, 2017.
 - ii. Engagement model requires appropriate levels of coordination with NNPS staff.
 - iii. Level of responsibility for designated key staff.
- 3) Price, including, if applicable, alternative methodologies with relevant pricing.
- 4) Anti-Discrimination Anti-Collusion Statement (see included form).
- 5) Reference checks both for applicant and any partner firms.

5. High-Level Business Requirements

In order to be considered, the providers must demonstrate the ability to meet the following

business requirements:

- 1) Ability to provide a complete response based on NNPS specifications by the designated due date (see below).
- 2) Ability to negotiate a professional services agreement. (See attached form)
- 3) Ability to begin work on June 1, 2017 and complete it by July 31, 2017.
- 4) Provide on-site biometric screening participant clinics in the months of June and July. Vendor will also be required to offer an onsite clinic at our annual Wellness Expo that takes place in early spring. Registration and scheduling for these clinics can be done with the assistance of Newport News Public Schools staff or not. However, we require that all appointment scheduling be made available via on-line and via call center. Conduct periodic update calls during assessment, frequency to be determined.
- 5) All appointment scheduling be made available via on-line and via call center.

6. Project Timeline

The following dates have been established as target milestones for this RFP. NNPS reserves the right to modify or change this timeline at any time as necessary.

Activity	Dates
RFP published	27 March 2017
Participants to indicate interest in submitting RFP	10 April 2017
Participants submit any questions to NNPS	13 April by 23:59 EST
NNPS responds to participant questions	14 April 2017
Participant RFP proposals due by	21 April by 15:00 EST
Target date for selection of vendor	1 May 2017
Target start date for implementation	1 June 2017
Complete Biometric Screenings – Target	July 31, 2017

7. Proposal submission instructions

Proposals should be electronically submitted to lisa.cumming@nn.k12.va.us by 15:00 ETS on 21 April 2017. Proposed fees should be presented in a clear concise fee schedule.

8. Terms and Conditions

9.1 General Terms.

9.1.1 Submission of a proposal shall constitute Respondent's acknowledgment and acceptance of all the specifications, requirements and terms and conditions in this RFP.

9.1.2 All costs of preparing and submitting its proposal, responding to or providing any other assistance to NNPS in connection with this RFP will be borne by the Respondent.

9.1.3 All submitted proposals including any supporting materials or documentation will become the property of NNPS. If Respondent's proposal

contains any proprietary information that should not be disclosed or used by NNPS other than for the purposes of evaluating the proposal, that information should be marked with appropriate confidentiality markings. NNPS may return the RFP to the Respondent in the event NNPS is unwilling to comply with a request for confidentiality of any portion of the response.

9.2 Discrepancies, Omissions and Additional Information

9.2.1 Respondent is responsible for examining this RFP and all addenda. Failure to do so will be at the sole risk of Respondent. Should Respondent find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any question arise concerning this RFP, Respondent must notify NNPS immediately in writing via e-mail no later than three (3) days prior to the deadline for bid submissions. Should such issues remain unresolved by NNPS, in writing, prior to Respondent's preparation of its proposal, they should be noted in Respondent's proposal.

9.2.2 Oral statements made by NNPS's employees, agents, and representatives concerning this RFP are not binding upon NNPS in its consideration of this RFP. If Respondent requires additional information, Respondent must request that the issuer of this RFP furnish such information in writing.

9.2.3 A Respondent's proposal is presumed to represent its best efforts to respond to the RFP. Any significant inconsistency, if unexplained, raises a fundamental issue of the Respondent's understanding of the nature and scope of the work required and of its ability to perform the contract as proposed and may be cause for rejection of the proposal.

9.2.4 If necessary, supplemental information to this RFP will be published on eva.virginia.org for the RFP or provided to the prospective Respondents receiving this RFP. All supplemental information issued by NNPS will form part of this RFP. NNPS is not responsible for any failure by prospective Respondents to receive supplemental information.

9.3 Assessment and Award

9.3.1 NNPS reserves the right, without penalty and at its discretion, to accept or reject any proposal, withdraw this RFP, make no award, make the award to more than one vendor, to waive or permit the correction of any informality or irregularity and to disregard any non-conforming or conditional proposal.

9.3.2 NNPS may request a Respondent to provide further information or documentation to support Respondent's proposal and its ability to provide the products and/or services contemplated by this RFP.

9.3.3 NNPS is not obliged to accept the lowest priced proposal. Price is only one of the determining factors for the successful award.

9.3.4 NNPS will assess proposals based on compliant responses to the requirements set out in this RFP, any further issued clarifications (if any) and consideration of any

other issues or evidence relevant to the Respondent's ability to successfully provide and implement the products and/or services contemplated by this RFP and in the best interests of NNPS.

9.3.5 NNPS reserves the right to enter into contractual negotiations and if necessary, modify any terms and conditions of a final contract with the Respondent whose proposal offers the best value to NNPS.

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:
 - a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR:

Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

Is Offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain:
 Is Offeror Woman Owned? Yes No
 Is Offeror a Small Business? Yes No
 Is Offeror a Faith-Based Organization? Yes No

NEWPORT NEWS PUBLIC SCHOOLS AGREEMENT # XXXXX

Biometric Screening Onsite Services

This Agreement, entered into as of the latest date indicated below the signature of either party, by and between the Newport News School Board, Virginia, a political subdivision of the Commonwealth of Virginia (“NNPS” also sometimes referred to as “Licensee”) and XXXXXX, (“Contractor” also sometimes referred to as “Company”).

WHEREAS, by §2.2-4302 Code of Virginia titled Competitive Negotiations, NNPS solicited eligible firms to submit proposals for Biometric Screening Onsite Services for the Newport News School Board; and

WHEREAS, Contractor has represented to NNPS that it is fully capable of performing the services described in this Agreement, and NNPS has relied on such representation to select Contractor to provide the services; and

WHEREAS, NNPS and Contractor now desire to enter into an agreement setting forth their rights and obligations with regard to Contractor’s performance of the service.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties agree as follows.

1. Scope of Services.
2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of the Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify NNPS in the event any such license or permit expires, terminates or is revoked.
3. NNPS Obligations.
4. Time of Performance.
5. Contract Terms.
6. Compensation.

7. Time of Payment.
8. Non-Appropriation of Funds. *(If Contract extends to multiple year contract)* It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day funds are available without penalty to NNPS of any kind whatsoever.
9. Choice of Law. This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the Commonwealth of Virginia, without reference to the rules of conflicts of law thereof.
10. Compliance With All Laws. Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Contractor is a corporation, Contractor further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.
11. Venue. Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.
12. Termination. Either Party may at any time, and for any reason, terminate this Agreement by written notice to the other Party specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested, addressed to the Contractor's point of contact identified within this Agreement. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work completed in accordance with this agreement and for any reasonable non-cancellable expenses, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Agreement, Contractor shall make reasonable efforts withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to NNPS any work reasonable due to or in process for which payment has been made.

13. Termination With Cause/Breach. In the event that either Party shall for any reason or through any cause be in default of the terms of this Agreement, such Party may give the other Party written notice of such default by certified mail/return receipt requested, addressed to the Party's point of contact identified within this Agreement. Unless otherwise provided, Party shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Party to cure the default, the other Party may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination by NNPS, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to NNPS any work in process, reasonably due to NNPS, for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable

14. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expenses records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by NNPS and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. NNPS shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by NNPS to the Contractor pursuant to this Agreement. NNPS employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

15. Confidentiality. Unless expressly authorized by NNPS, Contractor, its officers and employees, shall not divulge to anyone other than NNPS officials in either written or verbal form any information obtained as a result of performing services pursuant to this Agreement.

16. When Rights and Remedies Not Waived. In no event shall the making of NNPS of any payment to Contractor constitute or be construed as a waiver by NNPS of any breach of

covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by NNPS while any such breach or default exists shall not impair or prejudice any rights or remedies available to NNPS in respect to such breach or default.

17. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

- a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, or disability, except where religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- b) Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state the Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with the federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing subparagraphs a, b, c in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. Drug Free Workplace. During the performance of this Agreement, the Contractor agrees to:

- a) Provide a drug-free workplace for the Contractor's employees.
- b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- d) Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. Hold Harmless/Indemnification. Each party shall be acting as independent contractors in the performance of this work, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia.

20. Assignment. NNPS and Contractor bind themselves and any successors and assigns to this Agreement. The employees of the Contractor will perform the work necessary to fulfill this Agreement. So long as the license warranty period under this Agreement is in effect, the services to be performed by the Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by NNPS by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in the interest to Contractor, whether by way of asset sale, merger or other transfer of Contractor or its business, without NNPS consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in the Agreement shall be binding on and inure to the benefit of the parties’ respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

21. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

22. Subcontractors. NNPS reserves the right to reject any subcontractor selected by the Contractor. NNPS shall exercise this right in good faith and for a legitimate reason. Upon such rejection the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be

approved in writing by NNPS prior to performing any work on the Project. Such approval will not be unreasonably withheld.

23. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse NNPS for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law NNPS may be required to pay the same or any part thereof.

24. Independent Contractor. Contractor's relationship with NNPS shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and NNPS will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with the Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agent of NNPS.

25. Insurance: Contractor shall submit to NNPS certificates of insurance, prior to beginning work under the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to NNPS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the NNPS or to the extent permitted by Virginia law. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this Agreement. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY NNPS SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Miscellaneous Errors and Omissions with Intellectual Property Rights Coverage, Including Copyright Infringement	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Contractor.

1. Notices. All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

If to NNPS:

Newport News Public Schools
Department
Point of Contact:
12465 Warwick Blvd.
Newport News, Virginia 23606-3041
Phone:
Email:

If to the Contractor:

26. Illegal Aliens. In accordance with the Code of Virginia, §2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

27. Inclusions.

IN WITNESS WHEREOF, NNPS and Contractor have executed this Agreement as of the date first written above.

NEWPORT NEWS SCHOOL BOARD

By: _____

Title: _____

Date: _____

XXXXXXXX

By: _____

Title: _____

Date: _____



April 18, 2017
Addendum #1

TO: ALL OFFERORS

RE: URFP #027-0-2017/LC –**Biometric Screening Services**

The above referenced RFP is hereby amended and clarified as follows:

The following questions were received:

1. Are you flexible with the dates for the screenings in June and July? We typically require 90 days to implement services. **No**
2. If the 2016 screening was performed by an outside contractor could you provide the name of the incumbent contractor? **Ans. Virginia Department of Health**
3. Realizing that 765 employees participated last year, what percentage of the 1,900 employees participating in the wellness program do you anticipate this year? **Unknown. This is an open clinic for those that have not or could not make it to their physician. We would expect around the same.**
4. Regarding our ability to begin work on June 1, 2017 and complete it by July 31, 2017, is this a 5 day work week or does it continuous provision of services until project completion? **The clinics are not 5 days a week. Clinics are scheduled usually 5 in June and 5 in the month of July – possibly more but they are never 5 days a week from June to July.**
5. Regarding the annual Wellness Expo that takes place in early spring, what are these dates? **The dates are tentative – its' usually the second to last Saturday in March – we coordinate with Easter Sunday and NNPS Spring break.**
6. Regarding appointment scheduling via on-line and via call center, would a dedicated website be the preferred method of registration management? **Yes. We currently have a site in place to coordinate/schedule the appointments for our employees.**
7. Does my company supply the registration forms or they supplied by NNPS? **The forms for our health vendor are supplied. However, in the past our vendor would supply registration forms and folders to keep track of the information/employees.**
8. How many onsite clinics with there be? **At minimum 10 but no more than 12.**
9. Approximately how many employees will be attending? **The first year 597 employees attended, the second year 765 employees attended.**
10. Will there be any NNPS staff assisting with this project? **Yes, if necessary. We have been active in every onsite clinic in the past.**
11. Are the onsite clinics held on school premises? **Yes.**

12. Is the payment awarded before or after the contract? **Ans. After completion of services**
13. Is the price negotiable? **Ans. Yes.**
14. For example, if only 2,000 employees show up and my proposed wages is for 5000 employees will may proposed wages be effect? **Ans. Offerors can propose a fee structure that can accommodate estimate fluctuations.**
15. Will I have contact with the third party wellness vendor and NNPS prior to starting June 1? (if I am awarded) **Yes.**
16. Does the vendor responding to the request for proposal need to provide ordering physician services or is this service being provided by Viverae? **Yes that will need to be provided by the vendor. The Viverae forms will be provided by us.** Is the Viverae form a physician form for the screening participant to take to his/her personal physician? **The Vivaerae form is to be filled out by the service provider providing the biometric screening services. The form must be signed by either a Nurse Practitioner or Physician.**
17. Is NNSD interested in any other wellness program components outside of the Biometrics? (Provant offers everything under one roof from the Biometrics to portal, incentive management, Flu shots, HRA, challenges, workshops, coaching, etc) **No. Not at this time.**
18. Do you have an estimated participation % for this year's screenings? **No. All that we know is the comparison to last years.**
19. Is there an issue with your current vendor Vivarae that has you going out to bid? **Ans. No issues, NNPS seeks a best value contract by soliciting the market place.**
20. Who is Newport News Public Schools' incumbent screening provider? **Ans. See response to question 2.**
21. Is NNPS looking for fingerstick or venipuncture biometric screenings? **Venipuncture**
22. If the vendor is asked to transfer results to NNPS's wellness provider, Viverae, why are online screening results needed for participants in addition to mailed results? **For back up purposes. Not all employees are tech savvy.**
23. Why did the number of participants drop from 2015 to 2016? **No – it increased.**
24. Who develops the scheduled dates the vendor is onsite? Is it mutually agreed upon? **We develop the dates, times and locations – yes they are agreed upon prior to communication to employees.**

All other provisions of the RFP shall remain unchanged.

Signature: _____
(Offeror)

Sincerely,

Lisa A. Cumming, CPPO, C.P.M., CPPB, VCO
Purchasing Agent



April 18, 2017
Addendum #2

TO: ALL OFFERORS

RE: URFP #027-0-2017/LC –**Biometric Screening Services**

The above referenced RFP is hereby amended and clarified as follows:

16. Does the vendor responding to the request for proposal need to provide ordering physician services or is this service being provided by Viverae? ***Yes that will need to be provided by the vendor. The Viverae forms will be provided by us.*** Is the Viverae form a physician form for the screening participant to take to his/her personal physician? ***The Vivaerae form is to be filled out by the service provider providing the biometric screening services. The form must be signed by either a Nurse Practitioner or Physician.***

Further Clarification is offered to question 16 and a copy of the form is attached:

The Physican/NP does not need to be onsite – however, they will need to sign off on the forms prior to them going to Viverae.

All other provisions of the RFP shall remain unchanged.

Signature: _____
(Offeror)

Sincerely,

Lisa A. Cumming, CPPO, C.P.M., CPPB, VCO
Purchasing Agent

Attachment:
Viverae form

PHYSICIAN SCREENING COLLECTION FORM: STANDARD

THIS FORM IS FOR PHYSICIAN OFFICES ONLY, NOT FOR DIRECT LAB USE

TO PARTICIPANT: Please use this form to obtain your lab and screening tests from your health care provider. Viverae must receive values for the applicable test parameters listed at the bottom of this page in order to complete your Biometric Screening. Please complete the following contact information and follow the directions provided below. All programs are confidential and HIPAA compliant. Any information shared with the Viverae team will not be disclosed except in accordance with HIPAA laws. **ALL FIELDS BELOW ARE REQUIRED.**

Participant Name: _____ Participant Employer: Newport News Public Schools

Participant Date of Birth: _____ / _____ / _____ Participant Phone #: _____

Today's Date: _____ / _____ / _____

IMPORTANT NOTES

- You may submit blood/screening tests completed by your health care provider on or after 8/1/2016.
- Results must be written on this form and your health care provider information must be completed below.
- Current Employees and New Hires: This form must be completed and faxed to the Viverae Health Center no later than 8/31/2017 to receive credit.

TO LICENSED MEDICAL PROFESSIONAL: The health management program offered through Viverae is not intended to treat, diagnose or replace physician involvement, but rather to create and promote an atmosphere of healthy living and learning through the implementation of wellness initiatives. For more information, please call Viverae at 888-VIVERAE (848-3723). **ALL FIELDS BELOW ARE REQUIRED.**

Licensed Medical Professional Name: _____ Phone #: _____

Address: _____ City: _____ State: _____

Licensed Medical Professional Signature: _____

License #: _____ Test Date: _____ / _____ / _____

Test Parameter	Value	Units
Total Cholesterol		mg/dL
HDL Cholesterol		mg/dL
LDL Cholesterol		mg/dL
Triglycerides		mg/dL
Glucose		mg/dL
Systolic Blood Pressure (rest)		mmHg
Diastolic Blood Pressure (rest)		mmHg
Height		in
Weight		lbs
Waist Circumference		in
Fasting	Yes	No

VIVERAE



© You can submit your form in one of three ways: (1) upload from the Resources page on MyViverae.com (2) via fax using the number below, (3) via mail using the address below.

Secure Fax: 844-496-7205

Address: Attn: Screening Services Department, 10670 N. Central Expwy., Suite 250, Dallas, TX 75231