

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, April 21, 2023, and at that time publicly opened in Room 436, City Hall located at 415 Broad Street., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: Physical Wellness/Strengthening Program

A non-mandatory pre-proposal conference will be held on April 6, 2023 @ 2:00 P.M. in conference room 436, City Hall, located @ 415 Broad Street, Kingsport, TN.

Documents for the above referenced item are available online at kingsporttn.gov/city-services/purchasing. Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street., Kingsport, TN 37660 and marked "Physical Wellness/Strengthening Program". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 04/02/23

Chris McCartt
City Manager

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?
_____ Yes _____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? _____ Yes _____ No

If you answered yes please state the name of the employee or board member

6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISION EXPIRES ON: _____



REQUEST FOR PROPOSALS

PHYSICAL WELLNESS /STRENGTHENING PROGRAM

1. PROPOSAL INSTRUCTIONS

- 1.1. The intent of this proposal is to establish a contract for a Physical Wellness/Strengthening Program for the employees of the City of Kingsport.
- 1.2. The specifications contained within this proposal package are the minimum requirements. Any omission shall not relieve the Vendor of furnishing quality service in a timely manner. Any variances must be clearly identified.
- 1.3. A contract entered into as the result of a vendor response to this document may not be subject to any type of non-disclosure agreement.

2. SUBMITTAL PROCEDURES

- 2.1. Proposals must be submitted to the Procurement Manager, City of Kingsport, 415 Broad St, Kingsport, TN 37660, no later than 4:00 PM on April 21, 2023.
- 2.2. A non-mandatory pre-proposal conference will be held at 2:00 PM on April 6, 2023, in Room 436, City Hall, 415 Broad St, Kingsport, TN 37660
- 2.3. One original proposal signed by an authorized representative and three (3) copies (for a total of (4) shall be enclosed in a sealed envelope addressed as follows:

Procurement Manager
City of Kingsport
415 Broad St
Kingsport, TN 37660
Request for Proposal: "Physical Wellness/Strengthening Program"
- 2.4. Proposal submittals, modifications, or corrections received after the scheduled closing time will not be considered and will be returned unopened. The City of Kingsport (the City) is not responsible for delays in delivery by mail, courier, etc.
- 2.5. No submitted proposals may be withdrawn for a minimum of ninety (90) days after proposal opening.
- 2.6. No oral interpretation will be made by any Vendor as to the meaning of the proposal specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE: It is the intent of the City to issue one (1) addendum, if necessary, to answer requests for Information or Clarification (RFI). All RFI's shall be submitted to the Procurement Manager by email (BrentMorelock@KingsportTN.gov) and must be received by 4:00 PM, Eastern Time, on April 7, 2023. The addendum will be issued by 4:00 PM, Eastern Time, on April 12, 2023, and will be available online at the following web address: www.KingsportTN.gov/purchasing.

- 2.7. It is the Vendor's responsibility to make inquiry as to any addenda issued. All addenda will become part of the specifications and all vendors will be bound by such addenda, regardless of whether the Vendor has received the addenda or not.

Procurement Department
415 Broad St | Kingsport, TN 37660 | P: 423-229-9419

www.kingsporttn.gov

3. PROPOSAL DOCUMENTS

3.1. The proposal shall include the following documents:

- A. A cover letter with the name, address, phone number, fax number, and website URL for your firm together with the name, address, phone number, fax number, and email for the project manager or person whom the City can contact in regard to the proposal.;
- B. Contractor qualifications summary documenting a minimum of 2 years of experience in the type of work, size, and scope specified.
- C. A Reference page, which shall contain contact names, telephone numbers, and email addresses of references that the City can use in the verification process.
- D. Proposal Pricing Form.
- E. Signed and notarized Compliance Affidavits Form.

4. ACCEPTANCE/REJECTION OF PROPOSALS

- 4.1. The City reserves the right to accept any or all proposals and make the award to the vendor, who in the opinion of the City, provides the best fit to the City's needs. Consideration in awarding the contract will include the following: company and employee qualifications, product, service guarantee, necessary resources for the job, agreement with the City's terms and conditions, and cost; in compliance with the City's Code of Ordinances.
- 4.2. Vendor Proposal - The City reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award, has failed to deliver on time contracts of similar nature, who has been suspended or disbarred from doing business with the City, or who is not in position to perform properly under this contract.
- 4.3. The City, in accordance with its governing directives, reserves the right to reject any or all proposals and to waive informalities, irregularities, and technicalities in the request for proposal process and to issue a new request for proposals, and unless otherwise specified by the vendor, to accept any item.

5. INSURANCE REQUIRED

- 5.1. During any work performed by the successful Vendor(s) on the premises of the City or otherwise, the successful Vendor(s) agrees to take such measures as will effectively prevent any accident to person(s) or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense, and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Vendor and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Vendor, or the Vendor agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.
- 5.2. The successful Vendor shall maintain such insurance as will protect from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.
- 5.3. Insurance required (minimum):
 - A. One Million Dollars (\$1,000,000.00) limit Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability.
 - B. One Million Dollars (\$1,000,000.00) Malpractice Insurance per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

C. All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

5.4. The insurance requirements will be effective for the life of any contract/agreement entered into by the Vendor and the City.

6. GENERAL TERMS AND CONDITIONS

6.1. Taxes – The City is exempt from Federal Excise Tax, State of Tennessee, and local sales tax. The Vendor must quote prices which do not include these taxes, unless by law the taxes must be a part of the price. Exemption certificates will be furnished upon request.

6.2. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee; delivery to City of Kingsport's location shall be without additional charge.

6.3. Indemnification – The City of Kingsport, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any service and/or materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Vendor.

6.4. Patent Liability – The successful Vendor, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.

6.5. Limitation of Remedies – Any remedies in the Vendor's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

6.6. All agreements related to the purchase and sale of any product pursuant to this proposal document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."

6.7. By submission of a signed Proposal, the Vendor certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

6.8. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

6.9. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.

7. PAYMENT

7.1. Payment to the Contractor shall be made net thirty (30) days after monthly invoice is submitted.

8. ASSIGNMENT

8.1. Neither party to the contract shall assign the contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the City.

PHYSICAL WELLNESS/STRENGTHENING PROGRAM SPECIFICATIONS

It is the intent of the City of Kingsport to provide a program that allows employees with non-work-related musculoskeletal injuries/pains/strains or concerns an opportunity to have those issues addressed by a Physical Wellness Program provided by the successful Vendor. The specifics of each individual employee's program shall be developed by the Vendor based on the physical needs of the employee in keeping with the approved licensure of the Vendor staff providing the program, and may include strengthening, stretching, or other physical fitness activities.

All bidders must comply with the specifications as outlined below:

1. VENDOR QUALIFICATIONS

- 1.1. Vendor must have participated in a similar program for a period of at least two years prior to the beginning of this contract.
- 1.2. Vendor to provide documentation and reference(s) stating evidence and success of prior experience.

2. EQUIPMENT & PERSONNEL

- 2.1. Equipment used by the Vendor must conform to industry norms for the service being provided.
- 2.2. Personnel performing services shall have the following minimum certifications. Vendor will describe the qualifications of their personnel performing functions outlined in their proposal.
 - A. Required – Bachelor's degree in a field related to health/exercise science and 2 years related work experience.
 - B. Certification as a Orthopedic Physical Therapist (OSC), Nationally Certified Athletic Trainer (NATA), Sports Physical Therapist (SCS), or similar certification preferred.

3. SCOPE OF SERVICES

- 3.1. **Physical Wellness Assessment/Exercise Training.** Vendor's employees will assess City employees who voluntarily present themselves with aches and/or pains. The assessment, coaching, and/or training may include any approved methodologies clinically approved within the parameters of the licensure of the Vendor's employee performing the assessment, with the Vendor accepting full liability for all functions of the assessment, training, program, coaching, stretching and/or other services provided to the employee.
- 3.2. **Reporting.** Vendor will provide monthly reports to accompany the invoice. Monthly reports will include a listing of all appointments scheduled in the month in date order. Quarterly and annual reports may also be requested, along with periodic reports for the Board of Mayor and Alderman.

4. SCHEDULING

- 4.1. The Vendor will coordinate times to perform the individualized employee evaluations during the normal operating hours of the Vendor's business.
- 4.2. The Vendor will establish a mechanism, with approval of the City, in which employees can be grouped (i.e. public safety, administration, public works, recreational/community services) to allow general reporting by work-type.
- 4.3. Scheduling of appointments with employees will be the responsibility of the Vendor and the employee with a mechanism for employees to schedule and provide notice of cancellation of appointment via telephone, email, web-based system, or a combination thereof.
- 4.4. All assessments and treatment will take place at the Vendor's facilities unless otherwise specified in the proposal document with an alternative location specified.

5. REPORTING

- 5.1 The Vendor shall be responsible for providing reporting in a manner consistent with maintaining participant confidentiality.
- 5.2 Reporting must be provided monthly and should include YTD numbers.
- 5.3 Reporting shall include name of employee, date of visit, and city department.
- 5.4 Reporting shall include "no show" appointments by date.
- 5.5 Reporting must include number of complaints being treated by body part and number of complaints by body part resolved, by City employee group.
- 5.6 The Vendor agrees that the City shall have the authority to audit the billing/recordkeeping at any time during the contract with at least one-week notice to the vendor.

6. EVALUATION OF PROPOSALS

- 6.1. The City will award this contract to the most qualified vendor that the City feels can provide the services requested in the proposal.
- 6.2. No alternate proposals or variance from these specifications will be allowed.
- 6.3. Vendor pricing will be inclusive of all travel, equipment, and personnel expense; no charges other than those listed as the unit price on the proposal sheet will be allowed.
- 6.4. The City may choose to interview multiple vendors if provided qualifications warrant such interviews. Pricing will not be the sole determining factor in the award of the contract.

7. MEASURE AND PAYMENT

- 7.1. It shall be understood that quantities listed are for proposal prices only and the City reserves the right to alter the quantity of any service to best suit the needs of the City.
- 7.2. Invoice shall reference City purchase order on each invoice.
- 7.3. Payment terms are Net 30 days following submittal of approved invoice and reports as required and approved by the City.

8. CONTRACT RENEWAL OPTIONS

- 8.1. The contract will be awarded for a period of one (1) year, starting July 1, 2023, with a renewal option on an annual basis in one (1) year increments up to five (5) years, providing all terms, conditions, and costs are acceptable to both parties. The City reserves the right to request new proposals near the end of any contract period.

8.2. A minimum of sixty (60) days' notice of the intent to renew the contract shall be given in writing to the Vendor from the City. The Vendor is to acknowledge receipt and approval of renewal within thirty (30) days of the end of the contract period.

9. GENERAL NOTES

- 9.1. The Vendor shall not disclose to the city or its employees any protected health information, as that term is defined in 45 C.F.R. 160.103, about any employee, except as provided in 45 C.F.R. Part 160, Subpart C or 45 C.F.R. Part 164, Subpart E. Except as otherwise permitted or required by 45 C.F.R. Part 164, Subchapter E, the Vendor may not use or disclose protected health information without an authorization that is valid under 45 C.F.R. section 164.508. In addition to providing a copy of such authorization to the employee, prior to providing any protected health information to the city or its employees, the Vendor shall provide a copy of the authorization to the Risk Management Division. The Vendor shall not condition the provision of services to an employee of the city pursuant to this Agreement on provision of an authorization by such employee for the disclosure of the protected health information to the city or its employees.
- 9.2. Participation by employees of the city in the Physical Wellness/Strengthening Program is strictly voluntary. Employees who choose to participate may withdraw from the program at any time. All services provided by Vendor to employees will be at its facilities and will be provided to employees directly by the Vendor. The results of any assessment naming or identifying an employee or employees will not be provided to the city. The Vendor may provide the city with cumulative data that does not identify an employee.
- 9.3. The Vendor will not solicit employees for participation in the program nor any other services provided by the Vendor.
- 9.4. The Vendor will not provide services to an employee that it knows has sustained a work-related injury or who it knows is being seen or treated for an injury covered by worker's compensation unless communicated by the Program Administrator after approval from the City's Workers Compensation department.



PROPOSAL PRICING FORM

PHYSICAL WELLNESS/STRENGTHENING PROGRAM

***ALL QUANTITIES ARE ESTIMATES – ACTUAL UTILIZATION WILL BE BASED UPON EMPLOYEE AND DEPARTMENTAL INTEREST AND SPECIFIC NEED**

PROPOSAL ITEM	ESTIMATED NUMBER PER MONTH	ASSESSMENT LENGTH	PER APPOINTMENT PRICE	FLAT MONTHLY FEE PRICE
Physical Wellness Assessments	150	30 Minutes		

Proposal Verification

Company: _____

Address: _____

Telephone: _____

Email: _____

Authorized
Signature: _____

(Print Name and Title):

Date: _____

The proposal form must be signed to be valid