



## **REQUEST FOR PROPOSALS**

# **EXERCISE PHYSIOLOGIST AND NUTRITION ADVISOR FOR FIRE DEPARTMENT EMPLOYEES (FY2016-070)**

### **PROPOSAL DUE DATE**

**October 1, 2015 at 2:00 p.m., Local Time**

**Central Services Complex Materials Management Conference Room  
City of Oak Ridge  
100 Woodbury Lane  
P. O. Box 1  
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819  
Email: [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)  
Attn: Lyn Majeski**

**REQUEST FOR PROPOSALS**  
**EXERCISE PHYSIOLOGIST AND NUTRITION ADVISOR**

September 15, 2015

**PURPOSE**

The City of Oak Ridge has issued this Request for Proposals (RFP) to interested certified individuals or companies who are qualified to provide the following for approximately seven-one (71) Oak Ridge Fire Department (ORFD) employees: physical fitness education and training, initial fitness assessment, development of individual workout routines based on individual needs of the employee, and monitoring the individuals' progress, as well as educational training on nutrition and development of eating plans. See Scope of Services for more detail.

**PROPOSAL DUE DATE**

All proposals shall be sent in a sealed envelope to the following address:

*By mail:*

Attn: Lyn Majeski  
 Accounting Division Manager  
 City of Oak Ridge  
 P.O. Box 1  
 Oak Ridge, Tennessee 37831

*By express mail or personal delivery:*

Attn: Lyn Majeski  
 Accounting Division Manager  
 City of Oak Ridge  
 100 Woodbury Lane  
 Oak Ridge, Tennessee 37830

The outside envelope must be clearly marked in the lower left-hand corner "RFP – Exercise Physiologist and Nutrition Advisor due by 2:00 p.m., local time, on October 1, 2015." It is the Respondent's responsibility to deliver responses to the exact location specified prior to the time indicated above as proposals will be opened promptly.

Proposals will be publicly opened and names read aloud on the due date/time. The main purpose of this opening is to reveal the names of the respondents, not to serve as a forum for determining the awarded proposal. All respondents shall submit the enclosed proposal sheet complete with all requested information as an accompaniment to their proposal.

Faxed, emailed or telephoned proposals are not accepted. Late proposals are not accepted.

**EXCEPTIONS TO DOCUMENTS**

The Respondent shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP including but not limited to any exceptions to the contract terms.

**QUESTIONS**

For questions, please contact Lyn Majeski at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov). Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known respondents and posted on the City's website. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **SCOPE OF SERVICES**

The City of Oak Ridge is seeking proposals from certified individuals or companies who are qualified to provide the following for approximately seven-one (71) Oak Ridge Fire Department (ORFD) employees: physical fitness education and training, initial fitness assessment, development of individual workout routines based on individual needs of the employee, and monitoring the individuals' progress, as well as educational training on nutrition and development of eating plans.

The proposal shall also include a certified nutritionist and/or nutrition coach to provide initial training on proper eating and cooking habits for healthy living and physical conditioning to build core body strength for the employees. The nutritionist shall be available to work with individual employees to develop healthy eating habits that will ensure proper nutrition both on duty and off duty.

Initial fitness evaluation and assessment for exercise and nutrition will be conducted on Tuesdays, Wednesdays, and Thursdays from 8:30 am until 4:30 pm in order to make contact with each employee without taking fire companies out of response service. Training will be conducted twice per day, once in the morning between 8:30 am and 12:00 noon and again in the afternoon between 1:30 pm and 4:30 pm with approximately six (6) to eight (8) students in each class.

Once the initial assessments of the employees are complete, then the schedule may be revised to ensure adequate personal contact is maintained weekly or bi-weekly with each employee for three (3) additional months of the program, then monthly contact will be maintained for three (3) additional months thereafter for a total of six (6) months. The employees will also have one-on-one meetings with the nutritionist and/or fitness nutrition coach both at the beginning of the program and during the program to set up personal plans/goals. Ongoing education will be provided throughout the program for the employees to gain more knowledge in nutrition and a healthy lifestyle. Services are anticipated to begin on November 1, 2015 and be complete by March 15, 2016; except there is a possibility that services may be extended through October 31, 2016 depending on the grant which is the source of funding for this project.

## **PERSONNEL REQUIREMENTS AND EXPERIENCE**

A comprehensive fire department health and wellness program must include qualified fitness specialists to be able to conduct fitness assessments /programs for firefighters and to be available for exercise routines. The City is seeking proposals from fitness specialists with a four (4) year Exercise Science degree with emphasis in Exercise Physiology and/or certifications/licensing through one of the following organizations: the American Council on Exercise (ACE), National Academy of Sports Medicine (NASM), International Sports Science Association (ISSA), National Strength and Conditioning Association (NSCA), or American College of Sports Medicine (ACSM). The nutritionist and/or the fitness nutritionist coach must be certified/licensed through one of the following organizations: National Board of Nutrition Support Certification (NBNSC), Certified Nutrition Specialist (CNS), National Exercise and Sports Trainers Association (NESTA), or National Council on Strength and Fitness (NCSF). Other equivalent certifications/licensing may be considered provided sufficient detail is contained within the proposal to show the equivalency.

Respondents proposing for this project must have at minimum of ten (10) years of experience in fitness and wellness instruction. Preference may be given to those who have worked with fire, police, or federal security agencies.

## **REFERENCES**

The proposal shall include at least five (5) professional references for agencies or companies which the respondent has provided similar services to within the last five (5) years.

**MINIMUM PROPOSAL REQUIREMENTS**

- (1) Include qualifications of staff to be assigned the work; i.e., education, certifications/licenses, position with company, and years and types of experience.
- (2) Include respondent's methods for maintaining confidentiality of employee's fitness assessments.
- (3) Provide a summary of your approach to completing the services requested in this RFP.
- (4) Statement of ability to complete the services on the requested dates (Tuesdays, Wednesdays, and Thursdays) or offer an alternate schedule.
- (5) Provide the required references.
- (6) The fee may be quoted either as a fixed fee (lump sum amount) or a price per specific services (price for fitness assessment, nutrition, etc.). Amounts quoted must be all inclusive, including incidental expenses such as travel and supplies.

**SELECTION PROCESS**

Proposals will be evaluated by the Fire Chief and other senior fire department personnel. The proposals will be evaluated on the following basis in order of importance:

- (1) Experience. Additional consideration may be given to those respondents whose experience includes fire, police, or security agencies.
- (2) Qualifications of personnel assigned.
- (3) References.
- (4) Fee.

Phone and/or in-person interviews may be conducted with respondents during the selection process. The resulting contract for this project will require approval by City Council, which is tentatively scheduled for October 12, 2015. The successful individual/company will be notified of City Council's decision.

**TOBACCO PRODUCTS**

The selected Respondent and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City. Please note smoking and the use of tobacco products including e-cigarettes is prohibited in City facilities.

For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds.

**CONDITIONS FOR RESPONDING**

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the City within this proposal document.
2. Reservation of Rights: The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of any proposal deemed to be in the best interests of the City. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposal.
3. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The Proposal Sheet must be provided. A neatly typed document of reasonable length is preferred. Proposals shall be prepared simply and economically providing a straightforward, concise description of the respondent's capabilities and experience to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Expenses incurred in developing and submitting a proposal is borne entirely by the respondent.
4. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a sealed envelope. All proposals and supporting proposal documents become public information after the proposal opening and are available for inspection by the general public.
5. Accuracy of proposal: It is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.
6. Addenda: All changes in connection with this proposal will be issued in the form of a written addendum and sent to known respondents. Signed acknowledgement of receipt of each addendum must be submitted with each proposal (see proposal sheet). Oral instructions, clarifications, and additional information supplied by the City representatives are not binding.
7. Late proposals and modification or withdrawals: Proposals received after the designated deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal deadline. All such transactions must be submitted in writing and received prior to the proposal deadline.
8. Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the respondent for ninety (90) calendar days after the proposal opening.
9. Disclaimer of liability: The City will not hold harmless or indemnify any respondent for any liability whatsoever.
10. Law governing: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Tennessee and applicable U.S. laws.
11. Anti-discrimination clause: No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of race, creed, color, national origin, religion, age, sex, sexual orientation, disability or other legally protected status.
12. Conditional proposals: Conditional proposals are subject to rejection in whole or in part.

13. Responsible companies: Nothing herein is intended to exclude any responsible company or in any way restrain or restrict competition. On the contrary, all responsible companies are encouraged to submit proposals.
14. City Officers and Employees Not to have Conflict of Interest: No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has a conflict of interest.

**EXERCISE PHYSIOLOGIST AND NUTRITION ADVISOR**

Request for Proposal  
City of Oak Ridge, Tennessee

**Proposal Cover Sheet**

Sealed proposals due by October 1, 2015 at 2:00 p.m., local time, as follows:

*By mail:*

Attn: Lyn Majeski  
Accounting Division Manager  
City of Oak Ridge  
P.O. Box 1  
Oak Ridge, Tennessee 37831

*By express mail or personal delivery:*

Attn: Lyn Majeski  
Accounting Division Manager  
City of Oak Ridge  
100 Woodbury Lane  
Oak Ridge, Tennessee 37830

**PROPOSAL SUBMITTED BY:**

Individual or  
Company: \_\_\_\_\_

Physical  
Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Proposer acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Proposer attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this proposal.

\_\_\_\_\_  
Signature of Authorized Person for Respondent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

**CONTRACT**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH**

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

**ARTICLE 1 – Scope of This Contract**

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required to perform the following services for approximately seven-one (71) Oak Ridge Fire Department (ORFD) employees: physical fitness education and training, initial fitness assessment, development of individual workout routines based on individual needs of the employee, and monitoring the individuals' progress, as well as educational training on nutrition and development of eating plans as set forth in the attached Request for Proposals.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

**ARTICLE 2 – Term**

This Contract shall become effective upon its execution and shall continue in full force and effect through \_\_\_\_\_. Work shall commence after the Contractor's receipt of a written Notice to Proceed from the City, with the targeted start date being November 1, 2015, and be completed by March 15, 2016, unless an alternate timeframe is agreed to by the parties. Work shall be scheduled on Tuesdays, Wednesdays, and Thursdays between the hours of 8:30 a.m. and 8:30 p.m. in order to reach all necessary employees without interference with fire department operations.

**ARTICLE 3 – Payment**

As consideration for satisfactory performance of the provisions of this Contract and as full consideration thereof, the City agrees to pay the Contractor \$\_\_\_\_\_ in accordance with the proposal of the Contractor which is incorporated by reference into this Contract.

The City's funding source for this Contract is grant funds. Therefore, payments will be made on a monthly basis within thirty (3) days of receipt of an invoice by the Contractor. Each invoice must be submitted in an Excel spreadsheet noting the names of the employees, the dates of services provided, and the number of hours of service per employee.



ARTICLE 4 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 5 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all applicable federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 6 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1.	Comprehensive General Liability:		
	Bodily Injury	\$300,000	each occurrence
		\$700,000	aggregate
	Property Damage	\$100,000	each occurrence
	Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.
3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 7 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance for this project and maintain the same in full force and effect.

ARTICLE 8 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of this Contract insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City.

#### ARTICLE 9 – Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the award by giving written notice to the Contractor of such termination and specifying a termination effective date. In that event, and as of the time notice is given by the City, all finished and unfinished documents, data, studies, reports, and other materials prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

#### ARTICLE 10 – Termination for Convenience

The City may terminate the Contract at any time for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, all finished and unfinished documents, data, studies, reports, and other materials prepared by the Contractor shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive compensation for any satisfactory work completed as of the time such notice is given by the City.

#### ARTICLE 11 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

#### ARTICLE 12 – Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

#### ARTICLE 13 – Entire Agreement

This Contract constitutes the entire agreement between the parties. There are no other agreements between the parties and no other agreements relative hereto shall be enforceable unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee.

ARTICLE 14 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract showing aggregate data on employees' progress. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 15 – Modifications

Any modifications to this Contract must be agreed to in writing by the parties and must be approved by the Comptroller of the Treasury, State of Tennessee.

ARTICLE 16 – Severability

If any term of this Contract is declared by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.

ARTICLE 17 – Governing Law

The interpretation of this Contract shall be governed by the publications mentioned in Article 4 and the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

(CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed or Typed Name and Title)

Attachments: Request for Proposals  
Contractor's Proposal

Approved by Resolution \_\_\_\_\_