



CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Onsite Medical Services

**Proposals to be Received by 11:00:00 a.m., Eastern Time
August 13, 2021**

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

Onsite Medical Services

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City of Knoxville Request for Proposals

Onsite Medical Services

I. Statement of Intent

The City of Knoxville is requesting submissions of proposals from responsible firms to provide onsite medical services solely for the use of City of Knoxville employees and retirees (covered under our medical plan), as well as their covered dependents, and Knoxville Transit Authority (KAT) employees. The City intends to issue a contract for a three-year term with two optional one-year renewal terms.

II. RFP Time Line

Availability of RFP	July 20, 2021
Deadline for questions to be submitted in writing to the Purchasing Division	August 4, 2021
Proposals Due Date	August 13, 2021

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

Current Facilities

The City has contracted for a Health and Wellness Center (“The Center”) since 2007. Premise Health has managed The Center, located at 3131 Morris Ave in the 1st floor of the Public Works Complex, since November 2016. A layout of the facility, Exhibit G, is included in this RFP.

The Center is open Monday – Friday, 7:00 AM – 4:00 PM. It operates with three main goals:

- Occupational health, including workers’ compensation injury management, causation determination, case management, post offer physicals annual physicals for the police and fire departments, DOT physicals, medical surveillance programs, drug testing, ergonomic evaluations, body mechanics programs, physical therapy, and work hardening / work conditioning programs;
- Management of the City’s wellness program to include biometric screenings, wellness coaching, disease management and fitness. Note: Prior to COVID, all wellness and disease management services were completed in-person at multiple sites for employee convenience. Since COVID, these services are provided telephonically.
- Acute care for employees and dependents age 2+ covered under the City’s medical plan.

The Center also operates out of an offsite location in the City County Building for wellness coaching and programs like influenza administration and phlebotomy for biometric screenings.

Equipment and Pharmaceuticals

The City owns the medical and physical therapy equipment at The Center, as well as any other offsite location. The City purchases medical supplies and pre-packaged medications either directly or as pass

through, whichever is the most cost effective. For example, the City makes purchases through the MMCAP agreement that offers better pricing for Hepatitis B and tetanus diphtheria (Td), while the influenza vaccine is purchased through Glaxo-Smith Kline. Premise Health provides staffing and computer equipment and administrative equipment and supplies. An attachment of the drugs supplied in 2020 (orders are pretty consistent year to year) is included as Exhibit D. No controlled substances are stocked or dispensed at The Center. The medical service provider must comply with e-prescribing laws regarding controlled substances when indicated for patient care and positive outcomes.

Number of Employees Served

As of June 2021, the City of Knoxville had approximately 1,501 employees eligible for benefits (regular employees scheduled 30 or more hours per week). For benefit purposes, these employees are divided into:

397 uniformed police
319 uniformed fire
263 public service – non-uniformed
522 all other – non-uniformed
94 pre-65 retirees (covered under the medical insurance)
569 employee spouses (covered under the medical plan)
1,072 employee children (covered under the medical plan)
20 retiree spouses (covered under the medical plan)
18 retiree children (covered under the medical plan)

There are approximately 270 Knoxville Area Transit (KAT) employees (located at 1135 Magnolia Avenue) not included in the above numbers. KAT employees currently receive workers compensation injury management and physical therapy treatment through the medical services contract at The Center. KAT employees may be included in additional services in the future.

It's important to note that the City does not have a mass draw opportunity for all employees. Blood draws for the biometric screenings are taken throughout the year. Given that about half of our workforce (public safety employees) is required to receive a physical for their job, the blood draw is done at that time. Below is a sample of a typical calendar for blood draws or physicals and blood draws:

January – Transfer Station
April – Heavy Shop – Fleet
April – Light shop – Fleet
June-August – City County Bldg.
Sept – Safety Bldg.
Sept – Safety City
October – Fire Admin/Training Ctr.
October – Parks and Recreation
Nov- March – Public Service
Spouses – spread out throughout the year
KPD - officers present to clinic on birth month
KFD – spread throughout the year by company/truck

Additionally, flexibility, convenience, and meeting needs of the employee/department are essential to success. This includes provision of other programs at multiple building/department locations throughout the city during the calendar year, such as the City's hearing conservation program.

Health and Wellness:

The City is self-funded for medical insurance with BlueCross BlueShield of Tennessee (BCBST) providing administrative services. Employees have the option of a \$500 or \$1,000 deductible plan. For both deductible options, the employee may choose between BCBST's Network S and Network P. Preventive services are covered at 100% under all plan choices.

All encounter data is sent by the medical service provider to BCBST and included with the City's overall medical claims data. In addition, actual laboratory results and other biometric data from The Center are uploaded by the medical service provider into the BCBST database. At this time, this only occurs for personal visits. It is the City's desire for biometric screening and measurement data from the occupational side (annual required physicals) to also electronically interface with Innovu, the City's partner for data warehousing. Considering technological advancements, the City is not interested in The Center staff manually entering data to accomplish this sharing of information. Interfaces / file uploads should be utilized. If the City is to incur IT charges for service, software, or licensing on an on-going basis, it is expected that the software will be kept current with implementation of available upgrades within 6 months of software brand distribution.

As the disease management vendor, the medical service provider has access to all of this data. The combined data is analyzed through Innovu, via HealthCare 21. The ability to utilize the available data in providing individual services as well as development of the overall program is considered critical to the performance of the contract. The ability and agreement to track results, provide periodic reports, and work as a team with the City's Business Associates under HIPAA is also critical to the performance of the contract.

The City has a nationally recognized health incentive program, My Health. This program offers paycheck credits and provides contributions to Health Reimbursement Accounts for meeting the requirements of the plan. Requirements include an annual biometric screen with specific lab components and measurements, a personal health questionnaire, an initial EKG, monthly physical activity, quarterly education, periodic wellness coaching and disease management for chronic conditions. Lab components are CBC with diff, CMP, TSH, PSA (age/birth gender appropriate), fasting lipid panel and hemoglobin A1C. Measurements include height, weight, body mass index, blood pressure, body fat percentage and waist circumference. The medical service provider is charged with administering the bulk of the program, specifically determining which members complied with the annual biometric and personal health questionnaire, working with the City's employee benefits team to send reminder and warning letters, and advising the City when employees are not engaging in the program. More information about the program requirements can be found in Exhibit A - 2021 Guide to Your Benefits.

Participants in the My Health program are currently utilizing a wellness portal through The Visibility Group dba Propel. This portal requires both the employee and spouse or qualified domestic partner to set up a username and password. While not an app, Propel is also available through mobile devices. This is important as we have large populations of employees who do not have computer access. Once in the portal they can manually self-report each day of activity in a calendar month. Participants also have the option to link a device or app to Propel in order to track steps or minutes of activity. In the portal, participants can also meet their quarterly education requirement by reading an article and taking a quiz. The participant must answer all questions (typically 4-7 questions) correctly in order to receive credit. Services for the wellness portal are currently out for solicitation and could change significantly upon award of this contract for onsite medical services.

The City is moving to an outcomes based program. See Exhibit E – Current & Proposed Wellness Platform for more information.

Approximately 1,200 flu shots are provided annually to all employees regardless of insurance coverage, dependents on the health insurance, and KAT employee. The Center only administers approximately 650 of the vaccinations while paramedics/EMTs in the Fire Department typically administer the vaccine for Police, Fire, and KAT employees. Influenza vaccine programs are most often provided within the department work area, the annual health and wellness fair and The Center. The Center also administers certain injections such as allergy shots, Depo-Provera, and testosterone with proper outside provider orders and clearance by the onsite medical service provider.

Employees and dependents/retirees covered by the City's medical insurance are eligible for acute care treatment (see Exhibit F – Services Provided at The Center) as well as other health and wellness services. At this time, the City does not offer primary or chronic care through the Center. The City is interested in the

medical service provider including primary care/chronic disease management to employees age 18+ on the insurance plan beginning in 2022. The City is also interested in providing personal physical therapy services to employees on the insurance plan. We are interested in the medical service provider's response to this proposal regarding feasibility, functionality, additional cost for supplies, and required staff to manage volume.

In addition to the background information listed above, the Exhibits should prove helpful in understanding the day to day practices of The Center

Summary of Occupational Services

- Police Fitness for Duty: Annual biometric screening and measurements as listed above, medical surveillance - Titmus screen, audiogram, EKG, chest x-ray, spirometry as needed, thorough medical history review, and detailed exam for uniformed police officers with determination of ability to perform essential job duties.
- Fire Fitness for Duty: Annual biometric screening and measurements as listed above, fecal occult blood monitoring, medical surveillance- Titmus screen, audiogram, EKG, spirometry, chest x-ray, head-to-toe skin exam, thorough medical history review and detailed exam for uniformed fire fighters, with particular attention to conditions covered by the Barry Brady Act and determination of ability to perform essential job duties.
- Determination of stress test indication or metabolic equivalent of task (METs) assessment with detailed work hardening, work conditioning program transitioning to home exercise program and follow-up for both fire and police uniform employees.
- Pre-placement physicals: Includes Titmus screen, baseline audiogram, thorough history review, physical exam, and recommendation of ability to perform essential functions of the position.
- Return to work physicals includes medical history review, review of recent injury or illness that removed the employee from work and determination of ability to safely perform job duties upon return.
- Fitness for duty physicals includes medical history review, physical exam, and determination of ability to safely return to work role.
- DOT physicals are required for certain positions with the City and for KAT commercial drivers. This is conducted in compliance with relevant federal and state regulations.
- Workers' compensation: The City both self-insures and self-administers the work-related injury program for employees of the City and KAT. Workers' compensation claims for both entities are administered by the Risk Management Office.
 - The Center provides first aid and triage for all work related injuries to City employees.
 - The Center is listed on the panel of approved providers for treatment of work related injuries per state regulations.
 - Management of initial and follow-up injuries with causation determinations made by a medical physician. Treatment is to be in compliance with Tennessee law and regulations.
 - A non-inclusive list of onsite services for injury management are onsite digital radiology, suturing, stapling, joint injections, trigger-point injections, and provision of braces and other DME
 - Case management services - the medical service provider will staff a full time certified case manager for work related injury management. This role often travels to medical appointments, therapy, or other services deemed necessary for care of the employee.
 - Referral management
 - Communication with department leaders
 - Completion of forms as requested
 - Determination of need for functional capacity exams and medical decision-making once report is complete.
 - Management of blood borne pathogen exposures and follow-up laboratory monitoring.
 - Physical therapy for injuries, modified METs assessments, work hardening/work conditioning, group education, and tailored programs for specified groups.
- Ergonomic evaluations of work spaces
- Skin lesion removal by shaving for biopsy

- Hearing conservation program
- Respirator clearance for certain positions
- Lead exposure monitoring
- Physical therapy for personal deconditioning related to job duties
- Vaccinations: Td, Tdap, Hepatitis B series, Rabies, MMR, Hepatitis A series are provided per CDC guidelines. Hepatitis B is offered to all City employees. Hepatitis A is limited to certain areas. Prophylactic rabies vaccination is limited to animal control employees. Serology for check status is collected for hepatitis B and measles.
- Random drug and alcohol screen program for DOT and the City's safety sensitive policy following DOT collection protocols.
- Post-offer, post-accident, reasonable suspicion, return to duty and follow-up drug and alcohol screens while following DOT collection protocols, including but not limited to MRO services.

Below is a summary of visits or tasks completed in 2020:

Description 2020 Entries	Count
Administrative Task	1576
Blood Borne Pathogen Acute Exp - Initial and F/U	42
Case Management Activity	534
Consultation with Client	11
DOT (FMCSA) Dept. of Transportation Exam	9
Drug And Alcohol Screen Collection	129
Drug Screen Collection	546
Ergonomic Assessment and F/U	32
Exercise Physiologist Session	87
Firefighters Surveillance Exam I	308
Firefighters Surveillance Exam II	315
Hearing Conservation Annual Exam	319
Hearing Retest Exam	44
Lab Services (not part of Phase I Surveillance Exam)	103
Medical Test Analysis, Review, Consult	495
METS Exam	82
OCC Injury/Illness/Exp - F/U	429
OCC Injury/Illness/Exp - Initial	210
Occ Provider Procedure	24
Physical Therapy	861
Police Surveillance Exam Phase I	479
Police Surveillance Exam Phase II	451
Pre-Placement Evaluation	75
Surveillance Exam F/U	10
Telephone Consultation	357
Vaccination Visit	202
Work Conditioning	155

Fitness for Duty Examinations

As part of fitness for duty evaluations and when medically appropriate, employees are referred to specialists for additional evaluation, such as cardiology, pulmonology, endocrinology, hearing, or vision, or to a physical therapist for functional capacity evaluation or for other medically appropriate testing to complete the fitness-for-duty evaluation.

The City has physical and mental checklists for police and fire positions, which are used in conducting fitness-for-duty evaluations. The medical service contractor would be expected to have familiarity with nationally accepted medical guidelines for police and fire positions including the National Fire Protection Association and Law Enforcement Officials medical guidelines.

METS Program

Firefighters, emergency medical services personnel and law enforcement officers are a crucial part of public safety. National medical recommendations, provided by the National Fire Protection Agency (NFPA) and the American College of Occupational and Environmental Medicine (ACOEM), are that firefighting and law enforcement activities need up to a minimum of 12 METs of aerobic capacity for active job tasks. The Center uses national medical recommendations as a guide for best practice provision of care and medical decision making.

The use of cardiac stress testing and MET assessments is used to assess cardiovascular health and work conditioning. The MET goal is to reach 12 METs during the test or assessment.

- Stress tests are completed at Fort Sanders Regional Medical Center.
- A MET assessment using a modified Bruce protocol can be conducted in The Center’s physical therapy room.

MET Score*	Anticipated Work Status**	Program Activity Requirement***
12+	Regular Duty	No program indicated. Keep up the good work!
11 – 11.9	Regular Duty	(1) visit with the PTA/certified fitness instructor for a home exercise program. Quarterly follow-up to assess progress until next Fit for Duty (FFD) exam. Medical decision making regarding the FFD may proceed before member’s completion of this category.
10 - 10.9	Regular Duty	Visit with PTA/certified fitness instructor <u>twice a month for 2 months</u> , then transition to a home exercise program with quarterly follow-up until next FFD. METs reassessment will occur after 4 completed visits. Medical decision making regarding the FFD may proceed before member’s completion of this category.
9 - 9.9	Regular Duty	Visit with PTA/certified fitness instructor <u>once a week for 8 visits</u> , then transition to a home exercise program with quarterly follow-up until next FFD. METs reassessment will occur after 4 completed visits. Medical decision making on the FFD will not be made until the member reaches ≥10 METs for 2 consecutive measurements.
8 – 8.9	Possible Regular Duty- The Center will determine based on medical history, exam and results.	Visit with physical therapist <u>twice a week for 8 visits</u> , then once a week for 4 weeks, then transition to a home exercise program with quarterly follow-up until next FFD. METs reassessment will occur after 8 completed visits. Medical decision making on the FFD will not be made until the member reaches ≥10 METs for 2 consecutive measurements.

1 – 7.9	Restricted Duty	Two to three 2-hour work hardening / work conditioning (WH/WC) visits for up to 8 weeks with physical therapist. Then once a week for 4 weeks, decrease to every other week for 4 weeks, and lastly transition to home exercise program with quarterly follow-up until next FFD exam. Medical decision making on the FFD will not be made until the member reaches ≥ 10 METs for 2 consecutive measurements. Measurement will occur after 4 completed visits. Release/partial release from restrictions will be determined by the medical provider after the initial 8-week (max) work hardening / work conditioning program.
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Work Hardening/ Work Conditioning

- The first work hardening / work conditioning session will consist of an initial evaluation by the physical therapist. This will detect weak muscles or muscle groups that would benefit from a focused strengthening component. Functional movement screening will also be performed to identify any specific tissue restrictions or poor body mechanics. These movements may include squats, bending, lifting, and climbing.
- Ongoing treatment sessions will begin with active warm up of all major joints and muscle groups to be followed by:
 - Strength Training: May consist of a combination of push-ups, air squats, weighted squats, and sit-ups.
 - Aerobic Training: May consist of treadmill walking, treadmill running (unweighted or moderately weighted), and stationary cycling.
 - Interval Training: May consist of activities similar to aerobic training, but in higher intensity interval circuits.
 - Core Training: May consist of activities such as sit-ups, crutches, ab rolls, and planks.

Functional Capacity Exam

- Potential comorbidities will be reviewed by The Center provider. If a comorbid condition(s) is identified that may potentially interfere with safe and successful participation in the program, a Functional Capacity Exam (FCE) will be ordered to provide the following information:
 - Can the member safely participate in the program? (determined by The Center or appropriate specialist)
 - If not, can the member safely meet job requirements?
 - If not, determine the need for restrictions, either permanent or temporary.
 - If restrictions are present, they will be reported to the department.
- A FCE evaluates a member's capacity to perform work activities related to his or her participation in employment. The FCE process compares the individual's health status, and body functions and structures to the demands of the job and the work environment.
- The components of the FCE will vary based on the member's job description. The FCE typically begins with a client interview, medical record review, and musculoskeletal screening. Functional testing may include graded material-handling activities such as lifting, carrying, pushing, and pulling; and positional tolerance activities such as sitting, standing, walking, balancing, reaching, stooping, kneeling, crouching, crawling, object handling/manipulation, fingering, hand grasping, and hand manipulation. Pain monitoring is frequently performed

during the FCE to document member-reported levels of pain during various activities as well as to manage pain. The FCE may also include evaluation of an individual's hand dexterity, hand coordination, endurance, and other job-specific functions.

- FCEs are ordered with the knowledge of the department contact. The exam is completed on a one- on-one basis and may range in length from 4 to 6 hours.

Poor participation, engagement and/or lack of making lifestyle modifications will affect improvement of the METs score. After a year of program participation and completion of the current year's FFD, the provider will determine if a MET reevaluation or a cardiac stress test is indicated. A stress test could be indicated at this time due to risk factor changes in the past year.

If the member scores below a 12 MET, the member will have a post FFD face-to-face appointment with the provider within 30 days of the recent MET score to discuss hindrance with performing activities or taking measures to improve activity/ability level to that required of a fire fighter or police officer. Other service line referrals may be indicated. In addition to previously listed Program Activity Requirements, the provider and member will set goals with regular face-to-face appointments not to exceed 60-day intervals.

Department leadership, risk management and the medical service provider will collaborate on action steps regarding members who repeatedly lack engagement by not meeting set goals, frequently cancel appointments, do not follow recommendations / activities required in the home exercise program and/or score poorly on reassessments; despite having free access to physical fitness professionals, personalized fitness programs, licensed dietary resources, and a chronic condition management registered nurse.

Exhibit A: 2021 Guide to Your Benefits which describes the City's employee benefit offerings

Exhibit B: Current Staffing Model of the Center

Exhibit C: 2019 and 2020 Utilization of Center

Exhibit D: 2020 Drug Dispensing Practices of the Center

Exhibit E: Current and Proposed Wellness Platform

Exhibit F: Current Medical Services Provided at the Center

Exhibit G: Facility Layout

Exhibit H: Current Equipment List at The Center

IV. General Conditions

- 4.1.** The following data is intended to form the basis for submission of proposals to provide clinicians for the Onsite Medical Services.
- 4.2.** This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.
- 4.3.** All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.
- 4.4.** To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City

staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected firm.

- 4.5. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Purchasing Agent, Penny Owens, by the close of the business day on August 4, 2021.** Questions can be submitted by letter, fax (865-215-2277), or email to powers@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.
- 4.6. The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.
- 4.7. Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
- 4.8. Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.
- 4.9. All expenses for making a submission of proposal shall be borne by the submitting entity.
- 4.10. Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**
- 4.11. Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**
- 4.12. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

- 4.13. INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

The City of Knoxville ("City") is requesting proposals from responsible firms or teams to provide Medical Services for City of Knoxville employees, retirees covered on the City's medical insurance, dependents covered on the City's medical insurance, and Knoxville Area Transit ("KAT") employees.

The medical services included in this RFP are self-funded occupational medical services and/or medical services provided under the City's self-funded health plan. The Center is owned by the City; the medical services to be provided are part of the City's medical program and are exclusively for the benefit of the City. As allowed by federal and state privacy laws, all data and records shall be the property of the City and are to be shared with the City's Business Associates pursuant to the City's privacy policy and procedures and/or applicable federal and/or state law. Data and records are to be distinguishable and separable from other records of the contractor and must be maintained in such a manner that they can be transferred to future contractors.

The contractor must have or maintain access to a physician with board certification in occupational medicine, at least five years' experience in occupational medicine, and familiarity with occupational medicine regulations, standards and national guidelines as they relate to services included in this RFP, including medical requirements of federal Occupational Safety and Health Administration regulations, relevant medical requirements of the Department of Transportation/Federal Motor Carrier Safety Administration, Centers for Disease Control and Prevention standards, National Institute of Occupational Safety and Health standards, Council for Accreditation in Occupational Hearing Conservation standards, National Fire Protection Association medical guidelines, and American College of Occupational and Environmental Medicine's Law Enforcement Officers medical guidelines. If this physician is not the medical director for The Center, the medical director must have ongoing access to this physician for consultation. Staffing model must include:

- At least five years of relevant experience conducting occupational medicine testing
- Listing on the National Registry of Certified Medical Examiners
- Certification in administration of DOT urine drug testing and breath alcohol testing
- Qualifications to conduct ergonomic assessments

The City shall have final approval on all staffing considerations. Implementation shall have a guaranteed standard based on client satisfaction with a guarantee payable by Contractor to the City up to \$50,000. The City is invested in The Center, including clinic staff, due to the longevity of the contract and the longevity of our employees. If selected, our goal would be to retain current Center staff with no limitations on their contracts (non-compete clause).

Occupational services shall be provided by the contractor at The Center's main facility and during normal business hours, to include:

1. Annual and post-officer fitness-for-duty evaluations of all uniformed police and fire employees.
2. Post-offer Medical Examinations for non-uniformed employees and according to Department of Transportation (DOT) regulations when appropriate. Based on negotiations this may also be added for KAT positions.

3. DOT physical examinations per Federal Motor Carrier Safety Administration regulations for City employees who require DOT medical clearance. Based on negotiation this may also be included for KAT employees regulated by DOT.
4. Coordination and treatment for blood borne pathogen exposures and other occupational exposures to disease in accordance with CDC recommendations and the City's administrative policies and procedures.
5. OSHA hearing conservation medical monitoring for positions the City determines need hearing conservation. Based on negotiations this may also be added for KAT positions.
6. DOT examination and medical clearance per Federal Motor Carrier Safety Administration regulations for City employees required to have this clearance. Based on negotiations this may also be added for KAT positions,
7. DOT and non-DOT drug and alcohol tests, including post-offer, random, reasonable suspicion, post-accident/injury, return to duty, and follow-up testing. Contractor must provide software and conduct reasonable random selection as well as track all testing and results. Contractor must also provide for medical review officer services. Based on negotiations drug and alcohol testing may also be added for KAT positions,
8. First aid, triage and primary treatment of work related injuries for City employees according to state regulations and City policy and procedures. Based on negotiations this may also be added for KAT positions,
9. Dedicated, full-time case management for work related injuries for City and KAT employees.
10. Dedicated, full-time physical therapy for work related injuries for City and KAT employees, including evaluation, treatment planning, and treatment.
11. Infrequent ergonomic assessments provided for work areas or job tasks of City and/or KAT employees.
12. Staffing must include x-ray certification for a minimum of limbs, chest, and abdomen.

Occupational services to be provided by the contractor at locations other than The Center's main facility and/or at times other than normal business hours include:

- (1) The majority of drug and alcohol testing is to be conducted at other City facilities including fire stations and police stations. Random testing is to be conducted at the beginning of the employee's shift, which occur on a 24 hour basis. The dates and times of random tests can be determined and arranged in advance. The contractor must also provide for reasonable suspicion and/or post-accident/injury alcohol and drug testing to be available on a 24-hour and 365-day on-call basis.
- (2) Some services such as blood draws for examinations, EKGs, vaccinations, consultations, physical therapy, ergonomic evaluations, and meetings may be conducted at other City facilities. Such services will be arranged to balance the need for efficiency of The Center operations and efficiency of other City operations.

Health and Wellness services to be provided by the contractor at The Center's main facility and during normal business hours include:

1. Corporate medical and nursing support and expertise in the areas of:
 - a. Acute and Urgent Care (for ages 2+), see Exhibit F
 - b. Health Coaching, predominately face to face
 - c. Health and Wellness/Preventative care
 - d. Disease Management/Chronic care programs related to: asthma, chronic obesity, congestive heart failure, COPD, coronary artery disease, diabetes, hyperlipidemia, and hypertension
2. Collaborate in Pandemic flu/infectious disease preparedness and management
3. Venipuncture fasting blood draw with CBC w/Diff, CMP, lipids, TSH, PSA based on age, A1c, Health Risk Assessment approved by the City with a deliverable report to participants in layman's terms
4. Coordinate administration of our health incentives program with wellness portal vendor

5. Coordinate reporting with wellness portal vendor
6. Transmission of all member level encounter data to the health plan
7. Health education
8. Dedicated, full-time physical therapy for non-work related injuries for City employees and dependents covered under the City's medical plan, if agreed upon.
9. Primary care services where primary care includes health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses in a variety of health care settings, from annual exams to care for common ailments to advanced, long-term, or complex health problems

The policies and procedures regarding the operation of the City's Health and Wellness Center will be considered the property of the City of Knoxville.

The contracted services are to begin November 1, 2021 for a base contract period of three years and two optional one-year renewal periods.. The City reserves the right to contract with multiple vendors for all or portions of any medical services.

Data Requirements

Ownership of Data. Proposers acknowledge and agree to the City of Knoxville's ownership and rights to use, in a HIPAA compliant manner, and retain detailed patient level data generated by proposer in our data warehouse system.

Data Collection. The winning Proposer agrees to send all member level data collected while performing other contracted services for City of Knoxville to our data warehouse system on a minimum of a monthly basis. Any charges for this service should be listed on the spreadsheet and clearly identified in "Other Fees" in Submission Form S-3.

Below are examples of the types of data and specific fields which the City of Knoxville requires proposers to collect and send to our business associates. Please identify any fields the proposer cannot agree to send with explanation. Please provide your file formats for review.

- Appointment/Encounter records: This file would contain details about ALL encounters, including clinic visits and one-on-one coaching.
 - Patient First Name
 - Patient Last Name
 - Patient DOB
 - Patient Gender
 - Last four numbers of SSN
 - Relationship to EE
 - Date of appointment
 - Conditions being treated (preferable ICD 9 codes and description)
 - Services provided (CPT Codes)
 - Attending Clinician ID
- Biometric and lab screening: This file would contain detailed results of biometric screening, including those take for HRAs.
 - Patient First Name
 - Patient Last Name
 - Patient DOB
 - Patient Gender
 - Last four numbers of SSN
 - Relationship to EE
 - Date of measurement
 - Metric Name: for all tests conducted, including, but not limited to:
 - Height
 - Weight

- Waist Circumference
 - Blood Pressure
 - Systolic
 - Dystolic
 - Total Cholesterol
 - HDL
 - LDL
 - Triglycerides
 - A1C
 - GFR
 - Creatinine
 - Hematocrit
 - Fasting Glucose
 - Metric Value
 - Metric Value Description
 - Measuring Clinician ID
- Medication Dispensed – if meds will be dispensed
 - Patient First Name
 - Patient Last Name
 - Patient DOB
 - Patient Gender
 - Last four numbers of SSN
 - Relationship to EE
 - Date dispensed
 - Medication name
 - Strength
 - Form
 - Quantity
 - Days supply
 - 11 digit NDC code (code and description)
 - Prescribing Clinician ID

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

- 6.1. Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.
- 6.2. Administration.** The contract will be administered by the City of Knoxville's Employee Benefits and Risk Department.
- 6.3. Invoices.** Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4. Independent Contractor.** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.
- 6.5. Assignment.** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

- 6.6.** Due to the successful bidder's possibility of working in close proximity to children and adolescents, all bidders are required to submit an affidavit with their bids stating that they agree not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children, or violent crimes to participate in this Agreement. Failure by the bidder to comply with this requirement is grounds for immediate termination of the Agreement. Bidders are required to submit this affidavit with their proposal and failure to do so may be considered grounds for rejection of the bid. Said affidavit is contained within this ITB for bidder's use.
- 6.7.** ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
- 6.8. Indemnification and Hold Harmless.** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

- 6.9. Termination.** The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the

amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.10. Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

A. Commercial General Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

B. Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

C. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to

be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

D. Medical Malpractice Insurance. Contractor shall maintain medical malpractice insurance for the organization and all appropriate staff of not less than \$1,000,000 per incident and \$3,000,000 aggregate.

E. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9. Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) the employee or the employee’s immediate family;
- (2) a business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

- (a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.
 - (b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.
- E. Section 2-1052. Restrictions on Employment of Present and Former City Employees. Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

- 6.12.** Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.
- 6.13.** Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.
- 6.14.** Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.
- 6.15.** Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.16. Licenses.** Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.
- 6.17. Funding.** The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

- 6.18. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.
- 6.19. Subcontracts to the Agreement.** Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 6.20. Amendments.** This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.
- 6.21. Captions.** The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.
- 6.22. Severability.** If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 6.23. No Benefit for Third Parties.** The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.
- 6.24. Non-Reliance of Parties.** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 6.25. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.26. EEO/AA.** The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.
- 6.27.** By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1. General

Submission forms and RFP documentation may be obtained on or after July 20, 2021, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2. Submission Information

Option 1 - Electronic Submission Procedures. Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on August 13, 2021. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "RFP - Onsite Medical Services", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Onsite Medical Services.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

Option 2 - Hard Copy Submission Procedures: Proposals shall include one original and one electronic copy of the proposal (.pdf format on CD or USB drive only—mark the storage device with the company name); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed submissions; do not email your submission.

IMPORTANT NOTE: The original hard copy submitted proposal must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on August 13, 2021. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “RFP – Onsite Medical Services.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, any other carrier of any sort or due to any electronic or technology related delay are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3. Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Form S-2: Questionnaire (attached)
 - C. Form S-3: Clinic Cost Comparison (attached)
 - D. Non-Collusion Affidavit
 - E. No Contact/No Advocacy Affidavit
 - F. Child Crime Affidavit
 - G. Iran Divestment Act Certification of Noninclusion
 - H. Diversity Business Enterprise Program Form
 - I. Exceptions to Terms and Conditions
4. Body of Proposal: Information which submitting entity wishes to include and attach examples of Data Formats as required in Section V.

NOTE: All required submission forms may be found in this solicitation document.

7.4. Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may

request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

1. **Company Information and Agreement with Scope of Services – 35 points**
2. **Staffing and Administration Plan, Wellness and Occupational Health experience and offerings – 20 points**
3. **Measurements, Reporting, Data Sharing, ROI – 20 points**
4. **Price Proposal and Fee Structure – 25 points**

Refer to the Questionnaire (Submission Form S-2) for specific questions concerning the evaluation criteria. This form must be returned in a Word format with your RFP.

Submission Forms



CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Onsite Medical Services

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; August 13, 2021; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: All submissions of proposals shall comply with the instructions found in [Section 7, Instructions to Submitting Entities](#). These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation; **do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

Non-Collusion Affidavit of Prime Bidder

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- 1. He/She is the _____ of _____, the firm that has submitted the attached Bid;
- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- 5. The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of

_____;

the Proposer that has submitted the attached Proposal;

- (2) The Proposer _____ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, the Knoxville Police Department or any other City staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "No Advocating" policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Child Crime Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of

_____,

the Proposer that has submitted the attached Proposal;

- (2) The Proposer _____ will abide by the following if chosen as the successful proposer:

The Proposer _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Proposer to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Iran Divestment Act

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Diversity Business Enterprise Program (DBE) Program

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2021 goal is to conduct 5.35% of its business with minority owned businesses, 9.5% of its business with women-owned businesses, and 38.4% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

EXCEPTIONS TO TERMS AND CONDITIONS

Applicants shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the City something significantly different than the City requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to City terms and conditions. Reference the actual number of the City's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (Add additional pages if necessary.)

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as exceptions above.

Signature

Title

Date