



**REQUEST FOR PROPOSALS**

**#2057 – 09/23/2019 – Professional Services**

**Turnkey Health and Fitness Assessment and Management for the Vernon Senior Center,  
Vernon, Connecticut**

**(1) INTENT**

The Town of Vernon is requesting proposals from qualified firms (herein referred to as the “Firm”) to provide turnkey Health and Fitness Assessment and Management for the Vernon Senior Center, Vernon, Connecticut. Qualified firms should be experienced in conducting, coordinating, and managing health and fitness assessments as well as have experience in training proper technique for use of exercise equipment by senior center members and its staff. The successful firm must presently have and maintain certification from either the National Strength and Conditioning Association (NSCA) or the American College of Sports Medicine (ACSM).

**(2) TERM**

The anticipated term of the contract shall be for three (3) years.

Year 1	October 1, 2019 - June 30, 2020
Year 2	July 1, 2020 - June 30, 2021
Year 3	July 1, 2021 - June 30, 2022

**(3) SERVICE DAYS AND HOURS**

Upon selection, the Town will establish the number of days and hours weekly the Firm will be required to be on site at the Senior Center. Service days and hours will be set in 6-month intervals and will be determined at the discretion of the Town Administrator and Senior Center Director.

**(4) SCOPE OF SERVICES**

The selected Firm will provide expert and professional services including but not limited to:

- Knowledge and experience in working with aging adult population.
- Conduct health and fitness assessments of members to determine appropriate levels of physical exertion.

- Provide a secure and confidential electronic accessibility to review and assess medical records, ensuring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide training and proper guidelines to members and staff on the proper use of exercise equipment.

**(5) EXPECTATIONS OF THE SELECTED FIRM**

The selected Firm will be expected to work in partnership with Town of Vernon, and to perform the following:

- The Firm and its respective staff members assigned to work at the Vernon Senior Center must maintain and be in good standing with all necessary licenses and certifications as required by National Strength and Conditioning Association (NSCA) or the American College of Sports Medicine (ACSM) and shall provide copies of the same to the Town.
- The Firm must ensure that it has conducted background checks on its employees, and that the employees selected to work with the Town have successfully passed all background checks.
- Provide sufficient hardware/software/portal access that prevents unauthorized access to medical records including:
  - Robust antivirus protection
  - File encryption
- Attend meetings, as needed, and requested by the Town.

**(6) SUBMISSION AND INFORMATION REQUIREMENTS**

- Questions**  
 Questions about this RFP should be directed to Diane Wheelock, Executive Assistant by email only at [dwheelock@vernon-ct.gov](mailto:dwheelock@vernon-ct.gov) no later than 4:30 PM, Monday, September 16, 2019. Answers to questions will be posted on the Town’s website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) and on the CT Department of Administrative Services (DAS) website by Tuesday, September 17, 2019 referencing Contract # 2057– 09/23/2019.
- Incurred Costs**  
 The Town is not liable for any costs incurred by the Firm in the submission of a proposal, and/ or prior to the issuance of a contract and receipt of all necessary approvals.

All information and material returned with proposals shall become part of any contract, which results from this proposal.

c. **Proprietary Information**

Any proprietary information should be submitted in a separate sealed envelope plainly marked as "proprietary information." The Town will disclose this information only to those involved in the selection process.

d. **Addendums to RFP**

In the event it becomes necessary to revise any part of this RFP, an Addendum will be posted on the town's website and on the State Department of Administrative Services (DAS) website, referencing the contract number.

e. **Proposal Submissions**

Five (5) bound copies of the proposal **and** one (1) electronic copy (in Adobe Acrobat format saved to a PC readable medium), should be submitted in a sealed envelope marked "**Contract # 2057– 09/23/2019 Turnkey Health and Fitness Assessment and Management for the Vernon Senior Center**" **BID DO NOT OPEN** indicated on the outside of the envelope, to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, Third Floor, Vernon, Connecticut 06066 **by 11:30 am, Monday, September 23, 2019** at which time proposals shall be opened and read aloud publicly. Emailed, faxed, or late proposals will not be accepted.

All proposals submitted become the property of the Town of Vernon and will not be returned.

f. **Proposal Submission Requirements**

Responding firms must be capable of performing aforementioned services in full compliance with all federal and state statutes and regulations. Responding firms will provide the following information:

- i. Each firm must submit qualifications and a Fee proposal (See Appendix A).
- ii. The firm must agree to forgo any sales commissions or other type of funding that maybe provided by vendors in the form of after award compensation.
- iii. **Information About Your Firm**
  - a. Name of firm and parent company, if applicable.
  - b. Contact information of persons to receive notifications and reply to Town's inquiries.
  - c. Total number of employees of the firm, servicing office(s), and their respective addresses.
  - d. The process by which you verify and maintain licensure and certifications.
  - e. The process by which you conduct background checks and the name of the Agency you use to perform them.

- f. A list of all personnel who would be involved with the Town's account including: Name, Title, primary responsibilities, municipal experience (if any), and credentials.
  - g. Description of the firm's involvement with municipalities.
  - h. Description of the firm's involvement and association with National Strength and Conditioning Association (NSCA) or the American College of Sports Medicine (ACSM).
  - i. Confirm that the firm and/or respective employees are certified by the National Strength and Conditioning Association (NSCA) or the American College of Sports Medicine (ACSM), authorized to serve in Connecticut and provide documentation.
- iv. A Detailed Scope of Services** including a detailed description of any special, in-house, services or systems available to the Town.
- a. Detail other services your firm might recommend to the town.
  - b. Provide the names of three (3) prior clients that your firm coordinated services related to conducting, coordinating, and managing health and fitness assessments and the training proper technique for use of exercise equipment. For each prior client, specify the type of work performed, the size of the client's group and the period retained as a client. Also include a contact name, title, mailing address, email address and phone number for the Town to contact as a reference.
  - c. Provide the names of (3) three current clients, that your firm coordinates services related conducting, coordinating, and managing health and fitness assessments and the training proper technique for use of exercise equipment. For each current client, specify the type of work performed, the size of the client's group and the period retained as a client. Also include a contact name, title, mailing address, email address and phone number for the Town to contact as a reference.
  - d. Explain your companies training strategy that ensures the latest and most accurate information is conveyed to your clients (ie: the Town).

## **(6) EVALUATION OF PROPOSALS**

The Town shall be the sole judge as to whether a proposal complies with these instructions and specifications, and such a decision shall be final and conclusive.

Proposals submitted in response to this RFP and become the sole property of the Town. Proposals may not be withdrawn for sixty (60) days from the proposal due date. The Town reserves the right to reject any or all proposals received, and further reserves the right to waive non-material deficiencies in any proposal.

Firm(s) may be asked to present and explain their proposals before a panel comprised of the Town and/or committee. If selected, key personnel assigned to this project must be present at the interview.

The selected Firm must meet all municipal, state, and federal AA and EEO practices and requirement. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

The contents of the successful proposal may, at the Town's option, become part of the contract entered into by selected Firm and the Town. Selection as the preferred proposal does not provide any contract rights to that Firm. Any such rights shall accrue only when the Town and the Firm execute a binding contract. The Town reserves the right to negotiate with the successful Firm in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

- Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as: the bidder's experience in providing services, license and certification verification, the clarity and completeness of the proposal, recommendations of clients for which the Firm has previously provided services, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

Additional criteria for the selection of the Firm will be as follows:

- A submitted Fee Proposal
- The qualifications of the company.
- Experience of key personnel to be assigned to the Town.
- The Scope of Services offered.
- The ability of the Firm to commence work in a timely manner.

## **(7) INSURANCE REQUIREMENTS**

### **Commercial General Liability (Town of Vernon added as additional insured):**

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

### **Automobile Liability (Town of Vernon added as additional insured):**

Each Accident:	\$ 1,000,000
Hired/Non-owned Auto Liability:	\$ 1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation	Statutory Requirement set forth by State of CT
Employers Liability	
Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each employee	\$ 100,000

**Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):**

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

**Professional Liability (where required)**

Each Claim:	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

**(8) INDEPENDENT CONTRACTOR**

The selected Firm is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

**(9) INDEMNIFICATION/HOLD HARMLESS**

The selected Firm agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Firm and its employees, contractor, subcontractors and agents. This indemnification includes the Firm's duty to defend the Town of Vernon from any such claims.

**(10) WAIVER OF SUBROGATION REQUIREMENT**

The selected Firm will require all insurance policies in any way related to the work and secured and maintained by the Firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected Firm shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

**(11) CONTINGENT UPON AVAILABILITY OF FUNDS**

The town's obligation under this RFP is contingent upon the availability of appropriated funds from which payment for RFP purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this RFP and until a Purchase Order has been issued.

NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

**(12) TERMINATION**

TERMINATION FOR CAUSE: If, through any cause, the Firm shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Firm shall violate any of the covenants, agreements, or stipulations of this RFP, the Municipality shall, thereupon, have the right to terminate this RFP by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Firm under this RFP shall, at the option of the Municipality, become its property and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

TERMINATION FOR CONVENIENCE: Either party to this RFP may terminate this RFP at any time by a notice in writing, effective not less than fourteen (14) days prior to the termination date. If the RFP is terminated by the Municipality as provided herein, the Firm will be paid for services performed up to the date of termination.

Town of Vernon, Connecticut  
Contract # 2057– 09/23/2019

Turnkey Health and Fitness Assessment and Management for the  
Vernon Senior Center, Vernon, Connecticut

**APPENDIX A**

***FEE PROPOSAL FORM MUST BE COMPLETED BY BIDDER AS PART OF SUBMISSION***

<b>1. Full Contract Price for 3 year Agreement</b>	\$ _____
<b>2. List any recommended ancillary services and costs, if any.</b> _____ _____	\$ _____ \$ _____
<b>3. Availability to commence services with Town (Date)</b>	_____

<b>PROPOSAL EVALUATION CRITERIA</b> <b>Contract # 2057– 09/23 /2019</b> <b>Turnkey Health and Fitness Assessment and Management for the</b> <b>Vernon Senior Center, Vernon, Connecticut</b>	
	<b>Points possible</b>
<b>Scope of Services: Clarity/completeness of Proposal</b>	10
<b>Firms' experience with municipalities</b>	10
<b>Firms' experience in working with aging adult population</b>	10
<b>Firms' experience in training on use of equipment</b>	10
<b>Firms' ability to provide a secure electronic accessibility to medical records, compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)</b>	10
<b>Firms' experience in conducting health and fitness assessments to determine appropriate levels of physical exertion.</b>	10
<b>Experience of key personnel assigned to Town</b>	10
<b>Ability to commence work in a timely manner and provide final numbers to town for budgetary purposes</b>	10
<b>License/Certification verification from National Strength and Conditioning Association (NSCA) or the American College of Sports Medicine (ACSM).</b>	10
<b>Total Cost</b>	10
<b>Total Points Possible</b>	<b>100</b>