ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR BOOT CAMP STYLE FITNESS CLASSES
FOR COUNTY EMPLOYEES (2018.009)

THIS AGREEMENT ("Agreement") is made this 10 day of May, 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Fit Soldiers, LLC, located at 2100 East 112th Avenue, Suite 2, Northglenn, Colorado 80233, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2018.009 and the Contractor's response to the RFP 2018.009 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be June 1, 2018 through May 31, 2019.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of eighty-five dollars and zero cents ($85.00) per employee per month.
4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed
operations, contractual, broad form property damage and personal injury.
8.1.1. Each Occurrence: $1,000,000
8.1.2. General Aggregate: $2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
8.4.1. Each Occurrence: $1,000,000
8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. **WARRANTY:**

10.1 The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. **TERMINATION:**

11.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. **MUTUAL UNDERSTANDINGS:**

12.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
12.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q); and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:
Department: Adams County Human Resources Department
Contact: Jessica Cutting
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6085
E-mail: jcutting@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@adcogov.org

Department: Adams County Attorney’s Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116

Contractor: Fit Soldiers, LLC
Contact: David Mura
Address: 2100 East 112th Avenue, Suite 2
City, State, Zip: Northglenn, Colorado 80233
Phone: 720-382-5240
E-mail: david.mura@fitsoldiers.com

12.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. **Confidentiality:** All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. **CHANGE ORDERS OR EXTENSIONS:**

13.1. **Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work
previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an
investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

COUNTY MANAGER

[Signature]
Raymond J. Gonzales

Date: 5/10/2018

FIT SOLDIERS, LLC

[Signature]
David Mura

Date: 4/26/18

Printed Name
Owner/Operator

Attest:
Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams

STATE OF Colorado

Signed and sworn to before me this 26th day of April 2018,

by David Richard Mura

Notary Public

My commission expires on: 04/25/2020

SALEM TAPIA
Notary Public - State of Colorado
Notary ID 201640282237
My Commission Expires Jul 25, 2020
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Fit Soldiers LLC

Company Name

4/26/18

Date

Signature

David Mura

Name (Print or Type)

Owner/Operator

Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employee/registration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.
REQUEST FOR PROPOSAL
COVER SHEET

RFP Issue Date: March 2, 2018
RFP Number: RFP-AF-2018.009
RFP Title: "BOOT CAMP" STYLE FITNESS CLASSES FOR COUNTY EMPLOYEES
RFP Questions Due: March 16, 2018 at midnight MST
Proposal will be received until: March 26, 2018 at 2:00 pm MST, (our Clock)
Adams County Government Center
Central Front Lobby
4430 South Adams County Parkway,
Brighton, CO 80601

For additional information please contact: Anna Forristall, Contract Specialist III
720-523-6297
aforristall@adcogov.org

Documents included in this package:
Proposal Instructions
General Terms and Conditions
Scope of Work (SOW)
Pricing Form
Contractor’s Certificate of Compliance
Contractor’s Statement
References Form
Vendor Information Form
Appendix A – Sample Agreement
1. PURPOSE/BACKGROUND: The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for the purchase of "BOOT CAMP" STYLE FITNESS CLASSES FOR COUNTY EMPLOYEES as specified herein from a source of supply that will provide prompt and efficient service to the County.

2. SUBMISSION OF PROPOSALS: The proposal must be received before the due date and time as specified in this Solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope(s) as follows:

   Mailing Address:
   Adams County Government Center
   Purchasing Division
   4430 South Adams County Parkway
   Brighton, CO 80601
   ATTN: Anna Forristall
   Contract Specialist III
   RFP-AF-2018.009

   Hand Deliveries accepted:
   Adams County Government Center
   First Floor Central Lobby Receptionist
   4430 South Adams County Parkway
   Brighton, CO 80601
   ATTN: Anna Forristall
   Contract Specialist III
   RFP-AF-2018.009

3. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: http://www.bidnetdirect.com/colorado/solicitations/open-bids

   3.1. Interested parties must register with this service (free) to view and download these documents.

4. TERM OF AGREEMENT: This is a one year agreement with the option of two one year renewals.

4.1. THE OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS: The prices and/or discounts quoted by the Contractor in its Proposal shall prevail for the first one year term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one year periods and to negotiate price for each renewal one year term. continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.
5. CONTRACTUAL OBLIGATIONS

5.1. The successful Contractor will be required to sign an Agreement substantially similar to the Sample Agreement in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

5.2. Issuance of this Solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

5.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

5.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

5.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.

5.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

5.7. The County may, during the term of the Agreement and any extensions/renewals, request additional work at other locations throughout Adams County by the successful Contractor.

6. METHOD OF AWARD - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

6.1. Pricing MUST be submitted in a separate sealed envelope.

6.2. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications, risk and incentives, and financial condition of the Contractor.
6.3. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

7.7. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Anna Forristall, Contract Specialist III, aforristall@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County. Questions shall be submitted by March 16, 2018 at midnight MST.

7. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

9. BUDGET: Budget for this project will not be disclosed.

10. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

2. **CONTENTS OF PROPOSAL**

2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:

2.1.1. Contractors shall make all investigations necessary to thoroughly understand the requirements of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and Procedures and state and federal statutes. When conflicts occur, the highest authority will prevail.

2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.

3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in
the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the Response.

4. Colorado Open Records Act: All documentation submitted in response to this Solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 et. seq. ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this Solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work/Statement of Work or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the Cover Sheet of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

5.1.3. ADDENDUM/ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL ADDENDUM/ADDENDA POSTED ON THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). EACH AND EVERY ADDENDUM SHALL BE SEPARATELY ACKNOWLEDGED ON THE CONTRACTOR’S STATEMENT FORM.
5.2. PRICES CONTAINED IN PROPOSAL, DISCOUNTS, AND TAXES

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty (30) days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 20-1971780

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL AND COLLUSION

6.1. Contractor, by affixing its signature to the Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County’s public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor’s Statement form. The Contractor’s Statement form in this Solicitation must be included in all Proposals. If the Contractor’s authorized agent fails to sign and return this form in its Proposal, the Proposal may be invalid and may not be considered.
7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County’s logo on any documentation or presentation materials and to do so would be a violation of the County’s trademark.

7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.

7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission is due.

7.2. SUBMISSION

7.2.1. The Proposal shall be sealed in an envelope with the Contractor’s name and the Solicitation title and number on the outside. The County’s Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division will be accepted; Proposals submitted by telephone, email, or facsimile machines are not acceptable.

7.2.2. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.

7.2.3. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal.

7.2.4. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the Solicitation regardless of the method of delivery.

7.2.5. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor’s Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County’s terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

8.1. Proposals received after the date and time set for the opening/closing shall be considered non-responsive and may be returned unopened to the Contractor.

8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

“BOOT CAMP” STYLE FITNESS CLASSES FOR COUNTY EMPLOYEES
RFP-AF-2018.009

8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County’s Purchasing Division must have the Contractor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County’s Purchasing Division will be considered the valid modification.

9.2. WITHDRAWAL OF PROPOSALS

9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor’s name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation.

10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor’s Proposal does not strictly conform to the law or the requirements of the Solicitation;

10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or

10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor’s Statement form.

10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
I. INTRODUCTION

Adams County (County) is seeking proposals from qualified and experienced firms to provide "Boot Camp" Style Fitness Classes for County Employees.

II. REQUIRED DOCUMENTATION

Failure to provide the required information may deem your submittal non-responsive.

Items which must be included in the response/submittal in order to be accepted and evaluated:

- RFP Response/Proposal
- W-9
- Pricing Form (In separate marked and sealed envelope)
- Contractor's Certification of Compliance (Signature required)
- Contractor's Statement (Signature required)
- References Form - Three (3) recent engagements
- Vendor Information Form
- One (1) marked ORIGINAL proposal, One (1) USB or CD with a single PDF formatted proposal and three (3) paper hard copies of proposal

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.

SUBMISSION OF PROPOSALS: ONE (1) hardcopy marked ORIGINAL, ONE (1) electronic original version (USB or CD with a single PDF formatted proposal document) and three (3) PAPER COPIES of the proposal submittal. The Proposal must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this Solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive. The electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE HARD COPY PROPOSALS.
1. Provide Proposal submittal without reference to Adams County logo.

2. Proposal should be in an organized and easy-to-find format.

3. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.

4. Profile of the Firm (if applicable) – State whether your firm is local, national, or international.
   Also include the following:
   a. The Firm’s key contact name, phone number and email address for this project. (Your Firm’s “Project Manager”).
   b. Size of the firm and size of the local office.
   c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
   d. Number and nature of staff to be assigned to this project on a part-time basis.
   e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
   f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

IV. STATEMENT AND SCOPE OF SERVICES

1. STATEMENT OF SERVICES:
   Adams County (County) is seeking proposals from qualified and experienced firms to provide “Boot Camp” Style Fitness Classes for County Employees.

2. SCOPE OF SERVICES
   Approximately 45-50 County employees participate in this program each month.

   There are 2-4 sessions per week (subject to minimum enrollment requirements) at three (3) locations in the County:

   **District Attorney’s Building**
   1000 Judicial Center Drive
   Brighton, Colorado 80601-8801
   Tues/Thurs
   Noon - 1 p.m.

   **Government Center**
   4430 S. Adams County Parkway
   Brighton, Colorado 80601-8212
   Tues/Thurs (and) Mon/Tues/Wed/Thurs
   Noon - 1:00 p.m. 5:15 - 6:15 p.m.
   1st floor - Fitness Center

Pg 13
Human Service Center  
11860 N. Pecos Street  
Westminster, Colorado 80234  
Mon/Wed (and) Mon/Tues/Wed/Thurs  
Noon - 1:00 p.m. 5:15 - 6:15 p.m.  
Fitness Center or Large Group Fitness Room (across from Fitness Center)

- **HOURS OF WORK:** The Offeror will coordinate with County’s Project Manager regarding the hours at the site - Monday through Friday, excluding holidays.

- **PARTICIPANT SPECIFICS:** Employees will sign up for one month at a time for a total of eight to sixteen (8-16) classes per month.
  1. Employees participating at locations where four (4) sessions are available may attend up to four (4) sessions per week without additional cost to the County or member.
  2. Minimum class size will be five (5) participants with a maximum of thirty (30) participants.
  3. All classes will be held in open meeting rooms, fitness centers, or outside, weather permitting.
  4. Classes are to be One (1) hour in length including both warm up and cool down segments.

- **CONTRACTOR SPECIFICS:** Offeror must provide any training equipment needed to conduct classes.
  1. All trainers must be CPR certified.
  2. Offeror must have the ability to measure, track and report program effectiveness and outcomes.

3. **PROPOSAL EVALUATION INSTRUCTIONS:**
   This section is intended to indicate the minimum items required in your proposal in order to be properly evaluated. At a minimum, it should include the following information.

   **Experience:** Clearly indicate the specific experience of the company/individual for projects of similar size and scope as this one.

   **Approach:** Provide a response that defines the methods and means by which the Offeror will perform the services outlined in the scope of services.
Portion of Project to be Sub-contracted: Submit a list of the portion of the project that will be sub-contracted and the names of the proposed sub-contractors and their work experience.

Key Personnel: Provide a complete list of key personnel assigned to this project along with their professional experience (projects and dates) and their role/responsibility in this project. Provide resumes of key staff that will be engaged in this program.

Fee Schedule: Provide a per employee, per month fee for services (flat rate) as described in this solicitation.

4. FACTORS FOR AWARD:

Award will be made to the most responsive, responsible Offeror who submits the most technically acceptable proposal.

A review committee consisting of County employees will make recommendations to the Board of County Commissioners. The evaluation is based on the individual/firm’s qualifications. The committee may request additional information from the Offerors or request interviews, if necessary.

5. EVALUATION CRITERIA:

- Experience and Approach
- Key Personnel and ability to provide requested deliverables
- Sub-contractors (if any) and References
- Fee structure

End of Statement and Scope of Services

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
REQUEST FOR PROPOSAL
PRICING FORM: 2018.009
(Submit in separate sealed envelope)

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor’s Project Manager):

Contractor Name ______________________________ Date ________________

Contact Person ____________________________ Title ________________ Phone ________________

Email Address ______________________________

TOTAL PROJECT PRICE:

Firm Fixed Fee per Employee per Month: $____________

Any other fees (one-time or on-going) associated with this project:

____________________________________________

____________________________________________

____________________________________________

Percentage of prompt payment discount, if offered: _________%

Total submittal price with discount: $__________
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into an Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Contractor Name

Printed or Typed Name

Signature

Title

Date

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the Bid/Proposal is hereby submitted.

If any of the documents listed on the Cover Sheet are missing from this package, contact Adams County Purchasing. If you require additional information, call the contact person named on the Cover Sheet.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid/Proposal, (3) the Contractor will accept any awards made to it as a result of the Bid/Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List addendum numbers separately): ________________________________

Contractor Name ________________________________ Date ________________________________

Authorized Signature ________________________________ Printed Name ________________________________

Title ________________________________

Address ________________________________

City, State, Zip Code ________________________________ County ________________________________

Telephone ________________________________ Fax ________________________________

Email ________________________________

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EXHIBIT A
ORIGINA Proposal for Adams County Fitness Program
"Boot Camp" Style Fitness Classes for County Employees
RFP-AF-2018.009

Proposal Submitted by:
David Mura
Fit Soldiers LLC.
2100 East 112th Avenue #2
Northglenn, CO 80233

Documents included in this package:
- RFP Response/Proposal
- W-9
- Pricing Form (in separate marked and sealed envelope)
- Contractor's Certification of Compliance (Signed)
- Contractors Statement (Signed)
- References Form
- Vendor Information Form
- One (1) Original proposal. One (1) USB with PDF proposal. Three (3) Paper hard copies of proposal
- Resumes and CPR for Key Staff

Executive Summary:
- Fit Soldiers LLC is a local family owned and operated business since 2008.
- We provide Group Personal Training boot camp style training providing modifications and progressions which allows people from all fitness backgrounds to workout side by side, each getting what they need to be safe and progress.
- Typical success of our clients includes fat loss but goes far beyond to include reduction of prescription drugs, increased strength, energy, and an overall better quality of life.
- Programming is balanced to include the whole body but not over work. We include recovery programming to allow for clients rest, recovery and future progression.
- Movement assessment is a key part of our program so that we can provide modifications and or alternate exercises in order to allow our clients to work hard and improve yet not bother an old injury or promote bad habits.
- Communication among our team and clients is critical to progress for all.
- Body composition is taken quarterly. We also encourage the awareness of less metric based success including clothes fitting better, increased activity, and quality of life.
- We program fun into our workouts to remind clients that hard work and progress is much more effective when there’s a smile on their face.
Firm Profile for Fit Soldiers LLC.

Key Contact
David Mura
720-382-5240
david.mura@fitsoldiers.com

Size of firm and location
Five (5) employees
2100 East 112th Avenue #2
Northglenn, Colorado 80233

One (1) employee will be assigned to this project full time.

Four (4) of our team members will be assigned to this project part-time.

David Mura will be assigned and overseeing this project.
Resume Attached

There are no complaints against this firm and no outstanding litigations.

Experience
Fit Soldiers LLC. has been providing the “Boot Camp” style training for Adams County since its inception in the Fall of 2010. Fit Soldiers was established in 2008 and operates out of our main training facility in Northglenn, CO. We began Fit Soldiers in 2008 with a passion to do fitness differently and built the business from the ground up. Over the years through quality programming, client results, continuing education, and improving as fitness professionals we have grown to serve thousands of people over the years and currently have a clientele base of over 150 people.

Our client’s initial fitness level varies from zero fitness background to college athlete. We have, and currently work with individuals with a broad range of health history and previous conditions and injuries that vary from acute minor injuries, spinal fusions, knee and hip replacements, diabetes, high blood pressure, high cholesterol and more.

The success of our clients has been significant weight loss, reduction or elimination of chronic pain and increased strength. Many clients have reduced or eliminated medications, visit their doctor less frequently, are stronger, more resistant to injury, and sick less often. As a whole, our clients lead much healthier, stronger, and more fulfilled lives than they did prior to training with us.
Approach

Our program is designed for everyday people looking to improve their quality of life through fitness and nutrition. Our goal is to make our “boot camp” style training look as much like personal training as possible. We prioritize safety and take a quality over quantity approach when it comes to movement patterns and effort.

Clients are given modification and progression options for each exercise. Depending on the individual and their health history or fitness level, more specific exercises are strongly encouraged by our certified personal trainers.

All clients and prospects must complete a Physical Activity Readiness Questionnaire (Par-Q) and Waiver prior to participating in our program. The Par-Q allows us to identify current or prior injuries or physical conditions, as well as fitness level before beginning the program. This allows us to determine if the program is a good fit and/or allows us to customize our programming to each specific client based on his or her current fitness level and/or pre-existing conditions.

Movement assessments are a constant focus from observing posture and movement of a client walking in the door to their form and technique while they workout. With this information it allows us to check in with the participant, offer any adjustments prior to beginning, modifications throughout the workout and. We will also perform an overhead squat assessment as needed to identify other movement patterns and muscle imbalances.

Before each training session we encourage the use of self myo-fascial release (foam rolling), which prepares tissue quality and improve movement patterns prior to working out. Following this, clients are taken through a total body dynamic warm up to help prepare the body for activity. During the warm up our trainers are checking in with clients to see how they are doing and how ready they are to workout. Next, a total body strength a.k.a. metabolic conditioning “boot camp” style workout will challenge each individual. Finally, we end with a thorough cool down primarily involving the major movements and muscles from the workout. The cool down allows us time to answer questions and provide tips and education regarding fitness and nutrition.

Recovery weeks are scheduled and implemented every 12 weeks. The recovery week allows time for the body to rest from the throws of training and provides recovery and regeneration. By implementing a recovery week clients are able to achieve more sustainable progress. Recovery also minimizes the risks of over use injuries and burnout.

Clients in the program will have the opportunity to track progress quarterly by completing weight, body fat percentage, BMI, and circumference measurements.
**Key Personnel**

All Key Personnel will provide group training for the Adams County “Boot Camp” Style Training for County employees

David Mura
  Co-Owner, Trainer, and Operator of Fit Soldiers LLC.
  2010- Present: Adams County Adams County Fitness Program “Boot Camp” Style
  Fitness Classes
  Communication with team and Adams County contact, scheduling of trainers, training of fitness classes.

Joseph Mendoza
  Personal Trainer at Fit Soldiers LLC.
  2011- Present
  Program Design, and Group Fitness Coach

Wendie Folla
  Personal Trainer at Fit Soldiers LLC.
  2015- Present
  Group Fitness Coach

Eva Tucker
  Personal Trainer at Fit Soldiers LLC.
  2016- Present
  Group Fitness Coach

**Portion of Project to be Sub-contracted**

If our employees are unavailable due to sick or PTO a portion on an as needed basis (no greater than 15%) of this project may be sub-contracted to possible sub-contractors.

Gretchen Saucer
  Certified Personal Trainer 2017-Present
  CPR Certified

Roy Sevingy
  Certified Personal Trainer 2017-Present
  CPR Certified

Jamie Williams
  Certified Personal Trainer 2017-Present
  CPR Certified
**Fee Schedule**

The per employee pricing form accompanies this proposal in a separate marked and sealed envelope.

The pricing includes the following.

- Eight to twenty (8-20) ‘boot camp’ style classes per enrolled employee per month as described above.
- One (1) hour in length
- Quarterly progress tracking including weight, body fat percentage, BMI, circumference measurements
- Access to our certified personal trainers for any nutrition or fitness questions
- Monthly healthy habit coaching system
- Nutrition resources and education
- Bi-annual Transformation Challenges
- E-newsletter that may include any or all of the following.
  - Fitness education, motivation, information
  - Healthy recipes
  - Fitness tips
  - Relevant fitness or nutrition articles
  - Coming events
- Invitations to all Fit Soldiers events including:
  - Nutrition classes
  - Grocery store tours
  - Charity boot camps
  - Annual 14er Hike
  - Annual client appreciation BBQ
  - Fit Soldiers Summer Games
- Anonymous surveys will be available for clients to comment and provide feedback on our service.
- Special discounts are also available to Fit Soldiers clients from current partnerships. Including:
  - Road Runner Sports
  - Endurance House
  - Dr. Axe, Ancient Nutrition, MegaFood, and Thorne Research supplements
Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

REQUEST FOR PROPOSAL  
PRICING FORM: 2018.009  
(Submit in separate sealed envelope)

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

FitSoldiers LLC.  3/20/2018
Contractor Name

David Mura  Owner, Operator  720-382-3240
Contact Person  Title  Phone

david.mura@fitsoldiers.com
Email Address

TOTAL PROJECT PRICE:

Firm Fixed Fee per Employee per Month: $ 85.00

Any other fees (one-time or on-going) associated with this project:
None

Percentage of prompt payment discount, if offered %

Total submittal price with discount $ 85.00
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

**Fit Soldiers LLC.**

Contractor Name

**David Mora**

Printed or Typed Name

**D. Mora**

Signature

**Owner, Operator**

Title

**3/22/18**

Date

Note: Registration for the E-Verify Program can be completed at: [https://www.visidhs.com/employerregistration](https://www.visidhs.com/employerregistration). It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
REQUEST FOR PROPOSAL
CONTRACTOR'S STATEMENT

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the Bid/Proposal is hereby submitted.

If any of the documents listed on the Cover Sheet are missing from this package, contact Adams County Purchasing. If you require additional information, call the contact person named on the Cover Sheet.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid/Proposal, (3) the Contractor will accept any awards made to it as a result of the Bid/Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List addendum numbers separately):

Fit Soldiers LLC. 3/22/2018
Contractor Name

D. Mura
Authorized Signature

David Mura
Printed Name

Owner, Operator

Title

2100 East 112th Avenue #2
Address

Northglenn, Colorado 80233

City, State/Zip Code

Adams

County

720-382-5240
Telephone

Fax

david.mura@fitsoldiers.com
Email
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<th>Project Date &amp; $ Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County</td>
<td>4430 South Adams County Parkway</td>
<td>Jessica Cutting</td>
<td><a href="mailto:jcutting@adco.gov.org">jcutting@adco.gov.org</a></td>
<td>&quot;Boot Camp&quot; Style Fitness Class for County Employees</td>
<td>2018 - Present</td>
</tr>
<tr>
<td>City of Northglenn</td>
<td>11701 Community Center Drive</td>
<td>Becky Smith</td>
<td><a href="mailto:bsmith@northglenn.org">bsmith@northglenn.org</a></td>
<td>Healthy Eating Active Living Committee</td>
<td>April 2015 - Present, Volunteer</td>
</tr>
<tr>
<td>North Metro Church</td>
<td>12505 Colorado Blvd.</td>
<td>Danny Bate</td>
<td><a href="mailto:dbate@northmetrochurch.org">dbate@northmetrochurch.org</a></td>
<td>Community Night Fitness Class</td>
<td>2015 &amp; 2018, Volunteer</td>
</tr>
</tbody>
</table>
DAVID MURA

PROFILE
Husband, Father, Fitness Professional, and a big kid that still loves to play and have fun!

EXPERIENCE
OWNER, OPERATOR, FITNESS PROFESSIONAL, FIT SOLDIERS LLC; NORTHLAKE, CO – 2018 - PRESENT
Responsible for program design, training and coaching clients, facilitating assessments. Producing marketing, advertising and social media materials and programs.

PERSONAL TRAINER, FITNESS 19; THORNTON, CO – 2007 - 2010
Produce and implement individual training programs for clients. Coach nutrition practices and support positive habits and changes.

GROUP FITNESS COACH, BCOR; DENVER, CO – 2006 - 2008
Create group fitness training programs. Manage and deliver group training program.

COACH COUNSELOR, RITE OF PASSAGE; WATKINS, CO – 2006 - 2007
Staff supervision for committed youth to the Rite of Passage program. Coach and mentor youth in the program. Junior Varsity soccer coach

EDUCATION
FRANKLIN PIERCE UNIVERSITY – BACHELORS OF SCIENCE, SPORT AND RECREATION MANAGEMENT, 2004

SKILLS
NASM Certified Personal Trainer
USATF Level 1 Coach
CPR/AED/First Aid Certified

COMMUNITY SERVICE
Facilitate fundraisers for Cold Weather Care, Food For Hope, Denver Rescue Mission... 2010 - 2018
Northglenn HEAL Committee 2016
North Metro Church Volunteer Fitness Classes - 2015 & 2018
David Mura
has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Heartsaver® CPR AED Program.

Optional modules completed:
Child CPR AED, Infant CPR

Issue Date
7/6/2017

Recommended Renewal Date
07/2019

Training Center Name
Colorado ALS

Instructor Name
Beth Carroll

Training Center ID
CO01359

Instructor ID
12102169174

Training Center Address
10485 Melody Dr
Denver CO 80234-4119 USA

eCard Code
176202012984

Training Center Phone Number
(303) 255-2705

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

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Joseph L. Mendoza
10317 Autumn Street • Firestone, CO 80504 • 720-732-7851 • jmcountride@hotmail.com

Fitness Coach

Personal Training/Group Fitness Training/Physics of Exercise/Physical Training Programs

Highly motivated and knowledgeable personal trainer with 8 years of experience in designing and monitoring exercise programs based on client needs, goals, abilities, and anatomy. Demonstrated ability to apply useful tactful, and safe advice to individuals regarding their fitness program.

Strong understanding of functions and vital processes of the human body. Energetic and charismatic, always encouraging clients to reach maximum performance. Utilize solid communication and interpersonal skills when interfacing with clients on their progress and barriers. Able to administer client health history questionnaires and interpret physical assessment data.

Core Competencies:

• Personal Training Program
• Group Metabolic Training Program
• Youth Athletic Program & Development
• Nutritional Assistance
• Client Education & Motivation
• Health & Wellness
• Fitness Program Development
• Individual Assessment & Planning
• Research, Analysis & Problem Solving
• Business Management & Administration

Professional Experience

FIT SOLDIERS FITNESS REVOLUTION—Northglenn, Colorado

FITNESS COACH (2011-Present)

Work in conjunction with business owner to develop and implement quality group personal training, personal training, and youth athletic training programs for individuals. Engage in continuous research and implement best practices and use of information to customize client’s workouts. Assess fitness levels and help clients apply a fitness program to safely achieve their personal goals. Educate clients on the importance of establishing realistic goals that promote lifelong adherence to a health and physical program. Solicit feedback from clients on their fitness program, performance, and achievements.

Carry out business administration functions including accounting, marketing, advertising, research and development, customer service, and training. Write and execute business and marketing strategies. Communicate with business owner, vendors, clients, and external resources.

Selected Achievements:

• Created innovative programs and incentives to motivate clients to adhere to fitness programs and maintain accurate records.

• Practice strong business practices, ethics, and marketing strategies to maintain longevity in the fitness industry and gain recognition as the #1 group fitness company in Metro North.

• Formulated fitness programs for individuals with physical and medical disabilities including high blood pressure, diabetes, arthritis, fibromyalgia, herniated discs, hip replacements, knee replacements, and joint limitation from injuries.

Joseph L. Mendoza
Heartsaver®
CPR AED

American Heart Association

Joseph Mendoza
has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Heartsaver® CPR AED Program.

Optional modules completed:
Child CPR AED, Infant CPR

Issue Date
7/6/2017

Recommended Renewal Date
07/2019

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Colorado ALS

Instructor Name
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Training Center ID
CC01359

Instructor ID
12102163174

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10465 Melody Dr
Denver CO 80234-4119 USA

eCard Code
176207947404

Training Center Phone Number
(303) 255-2705

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WENDIE FOLLA
wktpromotions@gmail.com

SUMMARY
Through my passion and natural enthusiasm, belief in athletics, compassion and empathy for others, I inspire people through health and fitness, to discover their self worth. Coaching them to not only achieve their goals, but to push past their barriers. I have helped countless people not only to lose weight but gain strength and confidence on their fitness journey.

SKILLS
• Fitness enthusiast with 7 years of training experience seeking the opportunity to apply strong health and nutrition knowledge, along with excellent customer service and management skills, as a personal trainer with Fit Soldiers.

EXPERIENCE
01/2015
Personal Trainer Group Fitness Instructor
Fit Soldiers Fitness Revolution — Northglenn, CO
Programming and instructing functional athletic training sessions for clients of all fitness levels. Coaching, developing and implementing programs for group and personal one-on-one clients.

08/2013 to 10/2015
Personal Trainer
Life Time Fitness — Westminster, CO
Develop and deliver safe, professional, exciting and comprehensive personal training programs to ensure members are satisfied with their workout program and remain motivated to attain their personal health and fitness goals. Promote and sell Life Time Training services, supplements, and technology. Responsible for achieving or exceeding monthly revenue and session goals.

10/2014
Personal Trainer
Ascent Fitness — Denver, CO
Programming and implementing workouts for my personal one-on-one clients.

08/2008 to 10/2012
Director/Administrator
Stadium Medical Inc — Denver, CO

EDUCATION AND TRAINING
Journalism
Colorado Mesa University — Grand Junction, CO, United States
Personal Training
AMFPT

Personal Training
**NASM** — Chandler, AZ

CPR & AED
**American Heart Association & American Stroke Association** — Denver, CO, United States

**ACTIVITIES AND HONORS**

2013 - ALPHA Trainer
2014 - Small Business of the Year Northglenn
2014 - Denver A List “Best Bootcamp” 3rd Place
2016 - People Choice Award Northglenn
Wendie Folla
has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Heartsaver® CPR AED Program.

Optional modules completed:
Child CPR AED, Infant CPR

**Issue Date**
7/6/2017

**Training Center Name**
Colorado ALS

**Training Center ID**
CO01359

**Training Center Address**
10465 Melody Dr
Denver CO 80234-4119 USA

**Training Center Phone Number**
(303) 255-2705

**Recommended Renewal Date**
07/2019

**Instructor Name**
Beth Carroll

**Instructor ID**
12102183174

**eCard Code**
176208876037

**QR Code**

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Eva Tucker  
Phone: 303-808-5931  
Email: evaetucker@regis.edu

**Summary Objective**

I am a results-oriented, personal trainer focused on conducting educational training sessions with the goal to further enhance my knowledge in the areas of nutrition, exercise skills and overall fitness. My goal is to utilize this experience and my background in a variety of physical therapy settings as I continue my education towards a Doctorate in Physical Therapy.

**Work Experience**

*Altitude Physical Therapy – Wheat Ridge, CO*
*Physical Therapist Aide: 2016 – Current*

- Provide assistance to a group of physical therapists by setting up the modalities required for PT patients as well as scheduling appointments.
- Drive continuous improvement processes across the clinical practice to increase productively by providing an efficient patient experience and friendly environment.
- Observe the techniques used by the physical therapists to teach and aid their patients throughout their recovery as well as the priorities of the clinic.
- 100+ hours of observation which includes geriatric, pediatric, neurological, orthopedic, and sports related diagnoses/patients

*Fit Soldiers – Northglenn, CO*
*Trainer: 2016 – Current*

- Part-time training of group fitness classes where I evaluate their movements and lead the work outs. Work with the clientele at the gym and help them reach their goals, both in each individual workout and in the long term.
- Help create the workout programs and plan for various events held throughout the year such as charity boot camps and client challenge celebrations.

*Regis University – Denver, CO*
*Personal Trainer: 2015*

- Work with a variety of clients who are interested in changing their habits and learning new ways to improve personal health. I provide guidance and support as well as coach the exercises in order for them to reach their goals and achieve new levels of fitness.
- Create workout programs and sessions for each client and for group classes based on past injuries and future goals for health and fitness.

Panera Bread Associate: 2015
• An experience in food production in which I am able to communicate with and help customers enjoy their meals and create a safe haven. It has allowed me to learn how to cooperate with customers to make them happy and get them what they need.
• Able to learn more about food production and the nutritional considerations or allergy concerns for various customers.

**Tilly’s Sales Associate: 2013 – 2014**

• Experience in sales and advertising within the store in which I learned how to communicate with customers as well as help design the layout and presentation of the store.
• Top overall sales in July 2013

**Education and Certifications**

Regis University  
BS, Health and Exercise Science  
Denver, CO – 2012 - 2016

Study abroad in Brisbane, Australia at Australian Catholic University  
July 2014 - December 2014

ACSM Personal Trainer - 2015

**Internships**

**Fit Soldiers: 2015 – 2016**

• An opportunity to learn about their program and how to train their clients by focusing on form and injury prevention during exercise. David Mura, the owner of the gym, taught information about the body relating to exercise and form, different coaching styles, and nutrition to assist clients in achieving their goals.
• 10-20 hours/week

**Mary B. Haldy and Associates: 2012**

• Worked with Mary Haldy, MS-OTR and observed her pediatric occupational therapy practice where she helped children with various learning disabilities by teaching them skills in which they needed improvement or practice.
• Hands-on experience working with children with Autism, learning and sensory disabilities, ADHD and motor delays.
• 40 hours

**Synapse Physical Therapy: 2011**

• Learned about the responsibilities and activities that the various physical therapists did with their patients, many of whom had either been injured in sports or had replacements for their knees or hips.