



Request for Proposals

RFP – 2016-17-34

Gym Services

Sealed proposals will be received until
2:00 p.m. on Tuesday August 30, 2016

Return RFP To: City of Copperas Cove
Attn: Silvia Perez
914 South Main Street, Suite H
P.O. Drawer 1449
Copperas Cove, TX 76522

INSTRUCTIONS TO OFFERORS

1. The envelope or package containing the completed Request for Proposal, should be marked legibly on the outside with the submitter's name and address along with **“Request for Proposal for Gym Services; RFP No. 2016-17-34”**.

2. The offeror shall sign and date the submittal where provided within the RFP. The person signing the proposal must have the authority to bind the firm in a contract. Proposals which are not signed and dated in this manner may be rejected.

3. All documents shall be received at the City of Copperas Cove, Finance Department, located at, 914 S. Main Street Suite H, Copperas Cove, Texas 76522, or sent to P.O. Drawer 1449, Copperas Cove, TX 76522 by the deadline shown on the cover sheet of this Request for Proposals.

4. Facsimile transmittals and electronic transmittals will not be acceptable.

5. The City of Copperas Cove, Texas, reserves the right to reject any or all Request for Proposal as it shall deem to be in the best interests of the City of Copperas Cove.

6. Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Copperas Cove Finance Department. Addenda will be loaded on www.copperascovetx.gov. Vendors who pick up the RFP from the Finance Department will be responsible for checking with Silvia Perez via email at sperez@copperascovetx.gov or by downloading from the City's website at www.copperascovetx.gov to see if any addenda have been issued. Offerors shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.

7. Proposals resulting from submitted Request for Proposal must comply with all applicable federal, state, county and local laws concerning these types of services.

8. A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

- a. have adequate financial resources, or the ability to obtain such resources as required;
- b. be able to comply with the required or proposed delivery schedule;
- c. have a satisfactory record of performance;
- d. have a satisfactory record of integrity and ethics;
- e. be otherwise qualified and eligible to receive an award;
- f. workload capacity; and
- g. proposers' availability of qualified staff.

The City of Copperas Cove may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.

9. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:

- (a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- (b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- (a) the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or
- (b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1st, and/or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. The Conflict of Interest Questionnaire is attached in compliance with this law is the responsibility of each bidder/vendor.

The City of Copperas Cove is aware of the time and effort you expend in preparing and submitting proposals to the City. Please let us know of any proposal requirements causing you difficulty in responding to our Request for Proposal. We want to facilitate your participation so that all responsible vendors can compete for the City's business.

Questions concerning this Request for proposal and qualification should be submitted in writing to: Silvia Perez – Staff Accountant II at sperez@copperascovetx.gov



A. PURPOSE AND BACKGROUND:

1. Purpose

The City of Copperas Cove “City” is seeking local fitness facilities that can assist City employee’s with wellness goals by providing comprehensive quality membership services to participating employees of the City of Copperas Cove. It is the intent of the City to select one fitness facility “Gym” that will coordinate with the City to ease the burden on our employees by offering payroll deduction for membership services.

The goal of the City, pursuant to this RFP, is to encourage healthier behaviors and outcomes for the participating City employees focusing on the common chronic conditions that affect sizeable portions of the City population and its healthcare costs

Proposals are anticipated to provide a 12-month rate guarantee paid by the employee through payroll deduction, with a contract period of October 1, 2016 through September 30, 2017. Preference may be given to companies that are able to provide multiple year rate guarantees.

2. Background

The City’s employee regular population is approximately **255**.

B. QUALIFICATIONS FOR RESPONDING COMPANIES

1. The Respondent must hold a health spa operator’s certificate of registration with the Texas Secretary of State in accordance with Section 702.101 of the Occupations Code.
2. The Respondent must have local outlets available for use by the employees of the City of Copperas Cove.

C. SCOPE OF WORK

1. MONTHLY MEMBERSHIP

- a) The Gym shall provide monthly membership for City employees and their qualified family members. This is called the “base membership”. The City will provide to the Gym a list of all eligible participants. Gym membership shall include access to the gym facilities during all regular operating hours.
- b) The Gym shall track and maintain active membership of City Employees and eligible family members. On a monthly basis, the Gym shall provide a report showing: 1) Name of the member and 2) their gym ID number.
- c) The Gym shall have the ability to provide the member with a monthly listing of their days attendance records.
- d) The Gym shall provide a reduced fee to employees in exchange for payroll deductions of those membership fees.
- e) Employees may enroll for membership during the City annual enrollment or when first employed by the City and membership contracts may be terminated at any time. The City of

Copperas Cove will notify the gym of all additions and terminations of memberships by an agreed upon method.

f) The Gym shall invoice the employee through the City's payroll deduction process on a monthly basis for gym membership fees. The invoice shall list the number of eligible members, the cost per membership, and the total cost per month.

2. DIVERSE GROUP EXERCISE CLASSES - Gym shall provide exercise classes that accommodate Male, Female, and disabled individuals.

- a) In the proposal, list and describe the various classes included with the base membership.
- b) List any restrictions or limitations on the group exercise classes with the base membership.

3. PERSONAL TRAINING SESSIONS

- a) Describe the personal training sessions included with the base membership. If included, list the personal training sessions offered to each member. If none, indicate "none" in your response.
- b) List any restrictions or limitations on the personal training sessions with the base membership.

4. MEMBER TRACKING & REPORTING

- a) The Gym shall produce monthly reports electronically in Microsoft Word, Excel, or other file format. If other format, please describe. The following reports are required:
 - i. A monthly listing of current City participants and eligible family members by name and membership number.
 - ii. A monthly listing of gym membership fees. The invoice shall list the number of eligible members, the cost per membership, and the total cost per month.
- b) Maintain confidentiality of the City's employee records in compliance with all federal, state, and local laws and regulations, and to maintain other information deemed proprietary or confidential by the City or pursuant to applicable law.

5. WELLNESS (RISK-TARGETING) PROGRAMS

- a) In the Gym's base membership, describe the gym's wellness programs designed to target various conditions, such as weight management, obesity, heavy smoker, health education, healthy recipes, challenges, etc. If none, list "none".

6. ADDITIONAL SERVICES – Gym shall list any additional services it can provide to City of Copperas Cove employees, such as:

- a) Child Care
 - b) Pool
 - c) National or Geographical Membership
 - d) Incentives and Rewards
 - e) Additional Fitness Services (include applicable fees)
- If none, list "none".

D. PROPOSAL SUBMISSION

Submission of Proposals: Please provide Two (2) copies of all proposal documents, along with one (1) electronic version of the submission in a PDF and Excel format on DVD/CD. Deadline for questions or request for clarification must be submitted to the Finance Department in writing prior to August 24, 2016 @12:00 Noon via email at sperez@copperascovetx.gov . Proposals must include answers to specific questions, a proposed contract for execution, and shall be sealed and submitted no later than 2:00 pm on Tuesday August 30, 2016 to:

Mailing Address:

Delivery Address:

**City of Copperas Cove
Attn: Finance Department
P.O. Drawer 1449
Copperas Cove, TX 76522**

**City of Copperas Cove
Attn: Finance Department
914 South Main Street, Suite H
Copperas Cove, TX 76522**

MARK ENVELOPE: **“RFP NO. 2016-17-34; GYMS SERVICES”**

E. PROPOSAL FORMAT

1. COVER PAGE

Each proposal must have the City’s Proposal Signature Form as the cover page.

2. LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each proposal. The Letter of Transmittal must be on official business letterhead and include:

- a) Identify the organization name.
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization.
- c) Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.); and they are licensed to do business in Texas.
- d) How many years has the company been in business?
- e) Identify the name, title, telephone, email and FAX number of the person to be contacted for clarification.
- f) A statement that the cost proposal is valid for 4 months or until awarded by City Manager.

COMPLETE ITEMS 3-6 ON THE ATTACHED PAGES.

3. QUALIFICATIONS

a) Does the Gym hold a health spa operator’s certificate of registration with the Texas Secretary of State in accordance with Section 702.101 of the Occupations Code? Attach copy of certificate.

Response: (YES/NO/EXPLAIN) _____

b) Does the Gym offer local outlets available for use by the employees of the City of Copperas Cove? List number of locations, addresses, and a brief listing of amenities.

Response: (YES/NO/EXPLAIN)

4. RESPONSE TO "SCOPE OF WORK"
MONTHLY MEMBERSHIP

a) Can the Gym shall provide monthly membership for City employees and their qualified family members which includes 24 hour access to the gym facilities 365 days a year? YES/NO/EXPLAIN

b) List and describe all the services included in the base membership.

c) List the types of fitness equipment available at the Gym. Is the same equipment available in all locations throughout Copperas Cove City?

d) Can the Gym track and maintain active membership information of City Employees and eligible family members? On a monthly basis, can the Gym provide a report showing: 1) Name of the member and 2) their gym ID number? In what electronic format will the report be in? Is there an online portal where the City will have real time access to this information?

YES/NO/EXPLAIN

e) Can the Gym provide the member with a monthly listing (paper format) of their days attendance records?

YES/NO/EXPLAIN

f) Can the Gym invoice the City on a monthly basis for gym membership fees?
The invoice shall list the number of eligible members, the cost per membership, and the total cost per month.

YES/NO/EXPLAIN

DIVERSE GROUP EXERCISE CLASSES

a) Are the Group Exercise Classes offered for Male, Female and disabled?

YES/NO/EXPLAIN

b) List and describe the various classes included with the base membership.

c) List any restrictions or limitations on the group exercise classes with the base membership.

PERSONAL TRAINING SESSIONS

a) Describe the personal training sessions included with the base membership. If none, indicate "none" in your response.

b) List any restrictions or limitations on the personal training sessions with the base membership.

WELLNESS (RISK-TARGETING) PROGRAMS

Describe the gym's wellness programs designed to target various conditions, such as weight management, obesity, heavy smoker, health education, healthy recipes, challenges, etc. Are these programs included in the base membership? YES/NO/EXPLAIN

ADDITIONAL SERVICES – Gym shall list any additional services it can provide to Copperas Cove City employees, such as:

- a) Child Care
- b) Pool
- c) National or Geographical Membership
- d) Incentives and Rewards
- e) Additional Fitness Services (include applicable fees)

If none, list “none”.

5. REFERENCES

List of three references in the State of Texas in which the Gym has similar corporate membership/services contracts.

Government Agency/Business Name
Address
Phone Number or e-mail
Contact Name
Description of Services provided- Provide dates

Government Agency/Business Name
Address
Phone Number or e-mail
Contact Name
Description of Services provided- Provide dates

Government Agency/Business Name
Address
Phone Number or e-mail
Contact Name
Description of Services provided- Provide dates

6. PRICE PAGE

Monthly Membership rate for City employees only and for employees and eligible family members:

Employees Only \$ _____/mo/
Employees and Family \$ _____/mo/

F. EVALUATION CRITERIA

The City will review proposals and determine those that are responsive. The City does not obligate itself to accept the lowest cost proposal. The City reserves the right to accept or reject any or all proposals, waive minor irregularities and choose the proposal(s) which are most advantageous to the City. In evaluating proposals the following consideration will be taken into account for award recommendations:

Criteria Total Possible Points

1. Meets specifications and minimum requirements	10
2. Experience of the vendor and staff.	25
3. Price	25
4. Response to Scope of Work; overall quality and value to the City.	20
5. Experience of Respondent on similar projects. (Reference checks)	10
6. Additional Services	10
TOTAL POINTS:	100

CITY OF COPPERAS COVE

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §

CORYELL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Copperas Cove, Texas, (the “City”) a Texas municipality, and _____ (“Professional”).

Section 1. Duration. This Agreement shall become effective upon _____ and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit “A” and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services and accounted for in the total contract amount. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall

promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work, except that if the Professional has adopted new rates subsequent to those contained in the Scope of Work and those rates were adopted at least 6 months prior to the request by the City for the Additional Work than those rates shall apply. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work relates is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire

or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the

Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional agrees to indemnify and hold the City of Copperas Cove, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at

the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Coryell County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Coryell County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Examine Records. City shall have the right to examine the books and records of Professional as they relate to this agreement at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of:

(1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

EXECUTED on this the _____ day of _____, 2016.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: Andrea M. Gardner_____

Name: _____

Title: City Manager_____

Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

914 S. Main Street Suite D
Copperas Cove, TX 76522

With a copy to:

City Secretary
City of Copperas Cove, Texas
914 S. Main Street Suite C
Copperas Cove, TX 76522

EXHIBIT "A"

SCOPE OF WORK

1. MONTHLY MEMBERSHIP

- a) The Gym shall provide monthly membership for City employees and their qualified family members. This is called the "base membership". The City will provide to the Gym a list of all eligible participants. Gym membership shall include access to the gym facilities during all regular operating hours.
- b) The Gym shall track and maintain active membership of City Employees and eligible family members. On a monthly basis, the Gym shall provide a report showing: 1) Name of the member and 2) their gym ID number.
- c) The Gym shall have the ability to provide the member with a monthly listing of their days attendance records.
- d) The Gym shall provide a reduced fee to employees in exchange for payroll deductions of those membership fees.
- e) Employees may enroll for membership during the City annual enrollment or when first employed by the City and membership contracts may be terminated at any time. The City of Copperas Cove will notify the gym of all additions and terminations of memberships by an agreed upon method.
- f) The Gym shall invoice the employee through the City's payroll deduction process on a monthly basis for gym membership fees. The invoice shall list the number of eligible members, the cost per membership, and the total cost per month.

2. DIVERSE GROUP EXERCISE CLASSES - Gym shall provide exercise classes that accommodate Male, Female, and disabled individuals.

- a) In the proposal, list and describe the various classes included with the base membership.
- b) List any restrictions or limitations on the group exercise classes with the base membership.

3. PERSONAL TRAINING SESSIONS

- a) Describe the personal training sessions included with the base membership. If included, list the personal training sessions offered to each member. If none, indicate "none" in your response.
- b) List any restrictions or limitations on the personal training sessions with the base membership.

4. MEMBER TRACKING & REPORTING

- a) The Gym shall produce monthly reports electronically in Microsoft Word, Excel, or other file format. If other format, please describe. The following reports are required:
 - i. A monthly listing of current City participants and eligible family members by name and membership number.
 - ii. A monthly listing of gym membership fees. The invoice shall list the number of eligible members, the cost per membership, and the total cost per month.
- b) Maintain confidentiality of the City's employee records in compliance with all federal, state, and local laws and regulations, and to maintain other information deemed proprietary or confidential by the City or pursuant to applicable law.

5. WELLNESS (RISK-TARGETING) PROGRAMS

- a) In the Gym's base membership, describe the gym's wellness programs designed to target various conditions, such as weight management, obesity, heavy smoker, health education, healthy recipes, challenges, etc. If none, list "none".

6. ADDITIONAL SERVICES – Gym shall list any additional services it can provide to City of Copperas Cove employees, such as:

- a) Child Care
 - b) Pool
 - c) National or Geographical Membership
 - d) Incentives and Rewards
 - e) Additional Fitness Services (include applicable fees)
- If none, list "none".



“The City Built for Family Living”

Finance Department

VENDOR INFORMATION SHEET

COMPANY NAME _____ **TAX ID #** _____

PRIMARY POC _____ **DATE** _____
(PLEASE PRINT)

SIGNATURE _____ **PHONE NUMBER** _____

EMAIL ADDRESS _____

SECONDARY POC _____ **DATE** _____
(PLEASE PRINT)

SIGNATURE _____ **PHONE NUMBER** _____

EMAIL ADDRESS _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">- -</td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">- - - - -</td> </tr> </table>	Social security number																				- -										OR										Employer identification number																				- - - - -									
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Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.