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**Full Service Wellness Center Operations Request for Proposal (RFP) B12-05**

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**Submit proposals by 2:00 p.m. on February 17, 2012 to:**

Cabrillo Community College District  
Building 2030  
Purchasing Department  
6500 Soquel Drive  
Aptos, CA 95003  
Attn: Serena Muindi  
(831) 477-3521  
[semuindi@cabrillo.edu](mailto:semuindi@cabrillo.edu)

**Additional Contact Information:**

Gale Stevens  
(831) 477-5613  
[gasteven@cabrillo.edu](mailto:gasteven@cabrillo.edu)

**KEY DATES**

Submit all written questions regarding this RFP by 2:00 pm on January 31, 2012  
Proposals Due 2:00 P.M. on February 17, 2012  
Recommendation for Award to Board of Trustees, estimated July 2012

**Table of Contents**

Notice Inviting Proposals For Full Service Wellness Center Operation ..... 1

Contacts/Project Identification..... 2

I Introduction..... 3

II Contract Terms and RFP Instructions and Requirements..... 6

III Summary of Scope and Proposal Submission Format..... 12

IV RFP Questionnaire ..... 13

IV Bid Forms..... 16

Appendix A: Company Information and Signatory Page

Appendix B: References Form

Appendix C: Non-Collusion Affidavit

Appendix D: Certificate of Workers' Compensation Insurance

Appendix E: Drug-Free Workplace Certification

Exhibit ..... 22

Exhibit A: Snapshot of Cabrillo Fall 2011 Academic Schedule

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**Notice Inviting Proposals for Full Service Wellness Center Operations**

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The **Cabrillo Community College District**, 6500 Soquel Drive, Aptos, California, 95003 is hereby soliciting proposals for services in accordance with the applicable specifications:

**Request for Proposal B12-05  
Full Service Wellness Center Operations  
Cabrillo College**

Firms are invited to submit proposals for Full Service Wellness Center Operations at Cabrillo College. Proposals shall be made in the format described in the RFP. The RFP document and Amendments, if any, can be obtained free of charge by following the instructions at <http://www.cabrillo.edu/internal/purchasing/>. Interested firms can also contact Serena Muindi at [semuindi@cabrillo.edu](mailto:semuindi@cabrillo.edu) or (831) 477-3521 for assistance.

Sealed proposals will be received at the office of the Interim Director, Purchasing Services, CABRILLO COMMUNITY COLLEGE DISTRICT, 6500 Soquel Drive, Aptos, California, 95003 until **FEBRUARY 17, 2012 at 2:00 p.m.** Any proposals received after the time specified in this notice shall be returned unopened.

No proposals received and read by the District may be withdrawn for a period of ninety (90) days after date of opening thereof.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities that may be legally waived.

Advertise: January 10, 2012

**BOARD OF TRUSTEES  
CABRILLO COMMUNITY COLLEGE DISTRICT**

By: Serena Muindi,  
Interim Director of Purchasing, Contracts & Risk Management  
Phone: (831) 477-3521

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### Contacts/Project Identification

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Owner: Cabrillo Community College District  
6500 Soquel Drive  
Aptos, Santa Cruz County  
California 95003

Owners Representative: Victoria Lewis  
Vice President, Administrative Services  
6500 Soquel Drive  
Aptos, Santa Cruz County  
California 95003

Contract Administrator: Serena Muindi  
Interim Director, Purchasing, Contracts & Risk Mgmt.  
Phone: (831) 477-3521 or [semuindi@cabrillo.edu](mailto:semuindi@cabrillo.edu)

Site Location: Cabrillo College  
6500 Soquel Drive  
Aptos, Santa Cruz County  
California 95003

Contractor: To be identified in the Agreement as the party  
selected to perform the Work of the Contract.

**NOTE:** Inquiries during the RFP process shall be directed to the District's Purchasing Representative. All questions must be e-mailed to the District's Purchasing Office, Attention: Serena Muindi ([semuindi@cabrillo.edu](mailto:semuindi@cabrillo.edu)). The deadline to submit questions is 2:00 p.m., on January 31, 2012. Written response(s) may be issued as Amendments to the Documents. Do not direct questions to any other person associated with this project. Such action will only slow the District's ability to respond to your inquiry.

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## I. INTRODUCTION

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### **About the District**

Cabrillo College is one of 112 public California community colleges. Situated on the Monterey Bay in the county of Santa Cruz, California, Cabrillo College is one of the most highly regarded community colleges in the state for its success in the area of transfer and career education and currently serves over 16,000 students with over 500 full time employees. Classes are conveniently offered at several locations including the main campus in Aptos at 6500 Soquel Drive; the Cabrillo College Watsonville Center, located at 318 Union Street in downtown Watsonville; and at several locations in downtown Santa Cruz.

For more than 50 years, the Cabrillo Community College District (“District”) has provided a dynamic learning environment that fosters excellence, opportunity and innovation in meeting the educational needs of our diverse students and community.

Cabrillo College (“Cabrillo”) attracts a diverse student population, many of whom come to the campus as International Students from countries such as China, Africa, Korea, India just to name a few. As a result, a broader menu that appeals to and reflects the diversity of the student body is highly desirable.

### **1. Full Service Wellness Centers Overview**

In the spring 2010, the District opened a state of the art health and wellness center on the Aptos campus of Cabrillo College; the building consists of 11,000 square foot. The Wellness Education Center will serve the needs of the academic programs at Cabrillo College as well as operate as an enterprise. The Wellness Education Center will be a community focused fee-based operation offering numerous service options to the Cabrillo campus community and the community at large.

Currently, a team including the President, Vice President of Instruction, Dean of Athletics, Wellness faculty, and others having been working on a the plan to expand the Wellness Education Center operations.

The Wellness Education Center will be used for developing partnerships between wellness industry employers and the college to identify ways in which the college can serve the development of this industry and the industry can support the college in providing its services.

#### **Cabrillo College Wellness Education Center Scope**

##### **1. Cabrillo Employees/Community/General Public**

- Promote and increase health and wellness
- Offer classes such as sports performance and injury prevention
- Offer high quality professional individual and small group health and wellness assessments

- Provide training in wellness and exercise to special populations: senior populations/baby boomers, those with specific injuries: low back/ACL injuries, and those with specific health issues: diabetes, weight control, CHD etc.
- Offer accessible and affordable classes in wellness education and access to wellness facilities for staff
- Supporting development of the wellness industry

## 2. Cabrillo Students

- Offer wellness education classes and access to facilities that promote and sustain wellness
- Provide pathway into wellness careers
- Provide internships for those seeking to improve skills in wellness related jobs

## 3. Supporting development of the wellness industry

- Provide career education to develop wellness industry workforce
- Pre-service career education for those seeking to pursue a career in the wellness industry
- In-service education for those working in the industry and seeking to increase their skills

## 4. The Wellness Center available for use will include:

- Over 4,600 sq. ft. of main floor space dedicated to:
  - Strength Training
  - Cardiovascular Training
  - Open Workout Area
- Over 2,300 sq. ft. of space dedicated to:
  - Group Exercise
  - Yoga
  - Pilates
  - Physical Therapy
- Over 1,400 sq. ft. of space dedicated to:
  - Locker Rooms
- Over 480 sq. ft. of space dedicated to:
  - Assessment/Office Space

The Wellness Education Center is expected to draw many of the District's staff and faculty to become interested in its new offerings as well as many members of the San Cruz County community, making this facility not only outstanding for the current academic programs but also a strong community based facility bringing many people to the campus.

The District is seeking proposals from qualified companies to operate a portion of the Wellness Education Center. It is particularly important that Contractors realize that the center will have a robust academic component. As such, when for credit classes are being held in a particular studio, classes for the center cannot be scheduled. A snapshot of the class schedule for this Fall 2011 academic semester is in Exhibit A.

**Important Dates and Timeframes:**

Issuance of Request for Proposal	January 10, 2012
Tour of Facility (Mandatory Attendance)	January 18, 2012 at 2:00 pm
Deadline date to Submit questions regarding this RFP	January 31, 2012 at 2:00 pm
Deadline for Contractor Submission of Proposal	February 17, 2012 at 2:00 pm
Expected Date to Award Contract	TBD

The District reserves the right to alter the timeline with notification to Contractors according to its needs.

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## II. CONTRACT TERMS AND REQUEST FOR PROPOSAL INSTRUCTIONS AND REQUIREMENTS

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All Contractors interested in submitting a response to this Request for Proposal (RFP) are encouraged to submit an email notification to [semuindi@cabrillo.edu](mailto:semuindi@cabrillo.edu) indicating their intent to respond.

### 1. General

Contractors must comply with the provisions of these instructions for completion and submission of the Proposal ("Proposal Instructions and Requirements"). The failure of a Contractor to comply with the Proposal Instructions and Requirements may result in rejection of the Contractor's Proposal for non-responsiveness.

### 2. Definitions

The District, the Colleges and the Contractor are those named as such in the contract documents and are referred to as if each were of the singular number and masculine gender.

### 3. Responsible Contractor Proposal

Only Proposals submitted by Contractors with the relevant experience, qualifications and capacity to meet the needs of Cabrillo College will be accepted. A "responsible Contractor" is a Contractor who has the financial resources, personnel, facilities, integrity, and overall capacity to complete the contract successfully. A "responsible proposal" is a proposal which meets all of the terms, conditions, and specifications of the Request for Proposal.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items on the proposal, or to waive any irregularities or informalities in the proposal or in the Request for Proposal process.

### 4. Preparation of Request for Proposal

- a. **Submission of Executed "Hard Copy"**. Contractors interested in this opportunity must submit eight copies of the Contractor's Proposal in ink or typewritten answering the questions and filling out the form(s) that are furnished. No erasures are permitted. Mistakes may be crossed out and corrections entered adjacent and must be initialed in ink by the person signing the Proposal. Please deliver the proposal documents in a sealed envelope addressed to the Director of Purchasing, Cabrillo College 6500 Soquel Drive, Aptos, CA 95003. Please indicate "**RFP B12-05 Enclosed**" on the lower left corner of the envelope. The Proposal must be delivered **on or before 2:00 p.m. on Friday, February 17, 2012**. Postmarking prior to this time is not sufficient. Faxed proposals or proposals sent via electronic mail will not be accepted. Failure to meet the deadline may result in disqualification of the proposal without review.
- b. **Proposal Contents:** Proposals must include answers to all questions and include the following items, all of which must be submitted concurrently and executed as required by these Request for Proposal Instructions or by the form of document:
  - Proposal on company letterhead including unit pricing
  - Request for Proposal Questionnaire
  - Company Information and Signatory Page (Appendix A)

- Required Reference information on company letterhead (Appendix B)
  - Non-Collusion Affidavit (Appendix C)
  - Detailed operations staffing plan based on the proposed hours and size of facility
  - The following Proposal sections which require a signature and/or checkbox selection:
    1. I-13 “Liability and Insurance”,
  - Fee Structure for Wellness Education Center
  - Sample of Exercise Equipment Maintenance Schedule
  - Copies of Membership related documents:
    1. Liability waivers
    2. Facility rental forms
    3. Any other relevant forms
  - Detailed Operations Staffing Plan
  - Copy of your employee handbook
  - Copies of Marketing Collateral
    1. Actual Correspondence
    2. Brochures
- c. **Questions:** Any questions regarding the information contained in this Request for Proposal must be submitted in writing via email to [semuindi@cabrillo.edu](mailto:semuindi@cabrillo.edu) no later than 2:00 pm on **January 31, 2012**. Contractors may request clarifications or make other inquiries concerning this Request for Proposal or the requirements hereof.
- d. **Contractors’ Review of District Web Site:** All Contractors are required to review materials on the Cabrillo Purchasing web site (<http://www.cabrillo.edu/internal/purchasing/>) relating to this Request for Proposal prior to submission of a proposal. Any addendums, clarifications, Request for Proposal updates/revisions, or replies to specific questions will be posted on the web site. All web postings should be treated like all requirements set forth in this Request for Proposal. **Contractors** are responsible for incorporating these changes or addendums into their respective proposals and all such matters shall be deemed incorporated into all Contractors’ Proposals.
- e. **Copies of this Request for Proposal** can be obtained by visiting the CCCD Purchasing Department’s Website at <http://www.cabrillo.edu/internal/purchasing/>. Click on “Proposal Announcements”.
- f. **Modifications to Submitted Proposal:** A Contractor submitting a proposal may modify its submitted proposal in writing, to be received by the District’s Director of Purchasing or prior to the time/date deadline for submission of proposals. Modifications to the submitted proposal which are not in writing will not be accepted and will not be deemed modifications to the submitted Proposal.

## 5. Signature

A responsible officer or employee of the Contractor must sign the proposal. Please refer to the “Company Information and Signatory Page” form (Appendix A). An unsigned, but executed proposal may be rejected for non-responsiveness.

## **6. References**

The Contractor shall include with its proposal response a minimum of three (3) recent customer references that the Contractor has provided the same or similar jobs. The references shall include the following minimum information: customer name, contact name, complete address, fax, email address and telephone number, and dates of business (see Appendix B).

## **7. Non-Collusion Affidavit**

Each Contractor shall submit with its response a duly completed and executed form of the Non-Collusion Affidavit. The required form of the Non-Collusion Affidavit is included as Appendix C of this RFP. The failure of a Contractor to submit the completed and executed form of Non-Collusion Affidavit with its Proposal may result in rejection of the proposal for non-responsiveness.

## **8. Evidence of Responsibility**

Upon the request of the District, a Contractor whose proposal is under consideration shall promptly submit to the District satisfactory evidence showing the Contractor's financial resources, organization, and plant facilities available for the performance of the contract. The failure of such a Contractor to submit requested materials in a timely manner will result in rejection of the Contractor's proposal for non-responsiveness.

## **9. District Modifications to Proposal**

The District reserves the right to modify this Request for Proposal or any portion hereof by written addendum issued to all Contractors who have previously obtained this RFP from the District. All addendums issued by the District pursuant to the foregoing shall be deemed incorporated into the Proposals.

## **10. Evaluation of Proposals and Award**

The District will award the proposal to a responsive and responsible Contractor whose proposal is most advantageous. In determining the most advantageous proposal, the District will consider criteria such as, but not limited to, cost, quality, service performance, references, sample reports and supporting documents, compatibility, standardization, warranty, delivery of services, and past experience.

The issuance of this Request for Proposal creates no obligation on the part of the District and the District reserves the right to reject any or all proposals, or to waive any irregularity or informality in a Proposal or in the Proposal process. Award of the contract(s) by the Board will be based upon a comprehensive review and analysis of the proposal(s), which best meets the needs of the college community. The District will be the sole judge of the suitability of the Proposal and the Contractor shall abide by its decision.

The Cabrillo Community College District is an equal opportunity, affirmative action employer.

**11. Contract Terms & Conditions**

The District's intention is to award a one year contract with the option to renew for four additional one year terms providing that service and quality remains excellent. The District has no obligation to renew the contract. By submission of a proposal, the Contractor agrees to abide by the terms and conditions of the proposal and contract documents. The District reserves the right to cancel the contract resulting from this agreement with ninety (90) days of written notification.

**12. Conflict of Interest**

No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No Contractor or member of Contractor's family shall serve on a District board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operation or authorizes funding to Contractor.

**13. Liability and Insurance**

If awarded, the Contractor shall provide a certificate of insurance evidencing \$1,000,000 in errors and omissions insurance coverage. Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees fault or negligence in connection with the performance of this Agreement. Contractor shall specify the extent to which their insurance meets the District requirements. District reserves the right to modify requirements if appropriate.

Contractor shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate; property damage insurance in an amount not less than \$2,000,000 per occurrence; and business Automobile Liability Insurance in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles.

Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code (select one):

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Agreement.

*Or*

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

\_\_\_\_\_  
Contractor's Signature

Certificates of Insurance for coverage required herein shall be filed with District's Interim Director of Purchasing *prior to the commencement of work*. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Interim Director of Purchasing. The certificates shall also show the information that the Cabrillo Community College District is named on Contractor's Comprehensive General Liability and Property Damage policies as co-insured or added thereon by endorsement as a named insured or additional insured. The Contractor's insurance carrier must be approved by the District and carry an "A" rating.

#### **14. Proof of Insurance**

Proof of insurance shall be delivered to the Department of Purchasing Services prior to the contract beginning date. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. Certificates of insurance shall clearly state that the District and its officers, agents, employees and servants are named as an additional insured under the policy described and that such insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District, or its officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Contractor shall provide District with the endorsement to the policy that names District as additional insured.

Certificates and insurance policies shall include the following clause: *"This policy shall not be canceled or reduced in required limits of liability or an amount of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."*

#### **15. Indemnification**

The Contractor, at its expense, shall indemnify and hold harmless the District from and defend or settle any claim or action brought against the District based on any claim or litigation arising out of performance of this contract, including but not limited to any services furnished hereunder infringed any patented or unpatented invention, copyright, trademark, service mark, trade secret, process, article, appliance manufactured or used or other legally protected proprietary right. The Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by the District for any such claim or action or settlement thereof.

#### **16. Taxes**

The Contractor assumes complete liability for all taxes applicable to the operations, income and transactions of the Contractor. The District shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the contract or otherwise.

The Contractor recognizes and understands that the contract may create possessor interest ... subject to property taxation and that the Contractor may be subject to the payment of property tax levied on such interests.

### **17. Public Record**

Government Code Sections 6250 ET. seq., the Public Records Act defines public record as any writing containing information relating to the conduct of the public's business. This applies to Proposals submitted pursuant to this Proposal.

The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements. CCCD cannot represent or guarantee that any information submitted in response to the Proposal will be confidential. If the District receives a request for any document submitted in response to this Proposal, it will not assert any privileges that may exist on behalf of the person or business submitting the Proposal. Rather, CCCD will notify the party whose Proposal is being sought. In the event that a party who has submitted a Proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

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### III. SUMMARY OF SCOPE, PROPOSAL QUESTIONNAIRE AND PROPOSAL SUBMISSION FORMAT

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#### **SUMMARY OF SCOPE**

The District is seeking a company to provide services in operating Wellness Education Service. The scope of work includes but is not specifically limited to wellness and rehabilitation educational center membership, wellness program development including group exercise programs and individual personal training; as well as all day to day operations of the center in close consultation with District staff. Also included is the daily maintenance of the entire facility with a particular emphasis on cleanliness as well as maintaining scheduled equipment maintenance.

*The hours for the wellness education center may be negotiated:*

- *M-F TBD*
- *Saturday TBD*
- *Sunday: TBD*

*Designated parking may be negotiated:*

- *M-F TBD*
- *Weekends TBD*

#### **A. PROPOSAL SUBMISSION FORMAT**

1. The proposal shall be bound or provided in a 3 ring binder and contain numbered Tabs as indicated below.
2. The Front cover sheet shall contain the name of the company and the RFP number. The original package shall be marked "Original" on the front cover. Provide eight additional copies.
3. A table of contents shall be included.
4. All Bid Forms and responses to all questions and requirements must be included at the time of submission of the proposal to be considered responsive to the RFP.

## **QUESTIONNAIRE :**

**Please provide a written, detailed response to each question and submit with proposal before the deadline. Failure to complete in entirety may result in disqualification**

### **B. Tab#1 CONTRACTOR BACKGROUND**

1. Does your organization have a Mission, Vision, and Values Statement? If yes, please provide. If not, why not?
2. How many wellness facilities do you operate? What types of facilities are they? Please outline the number and type, and the market they serve.
3. Describe any value-added services unique to your organization and not possessed by your competitors.
4. How has the wellness center industry changed over the last five years? How do you see it changing over the next five years?
5. Please describe what your company views as its responsibilities and what you think are the responsibilities of the District.
6. Has your company had any lawsuits? If so, please briefly describe the lawsuit as well as the results. Do you have any pending lawsuits?

### **C. Tab#2 PROGRAMS**

1. Please provide brief descriptions of Health Education Center programs and services your company is proposing and provide examples where appropriate. Please make sure to include (but not limited to) the following details:
  - a. Program entry and enrollment process
  - b. Hours of operation and staffing plan
  - c. Wellness evaluation and individualized exercise program procedures
  - d. Group exercise class format
  - e. Sample schedules
  - f. Personal trainers
2. Our facilities will be used as a lease partnership which will include usage by the college for Kinesiology classes requiring collaboration and cooperation between wellness center staff and your company staff. How does your company feel about this type of association? What do you see as potential issues?
3. Kinesiology classes will have the first right of use for our spinning, yoga, group exercise and Pilates rooms. These classes are often during peak morning times from 6AM through 11:30AM. How do you feel that would impact your ability to operate a profitable wellness center?

4. Please describe collaboration and integration opportunities with Athletics, Nursing, Kinesiology, Police Academy, and other key departments.
  - a. Provide specific examples of how you have worked with departments in a College wellness center setting.
  - b. What other groups or departments would you see the potential to collaborate with?
5. Please provide descriptions of health promotion programs your company is proposing to provide as part of the management agreement including:
  - a. Health education classes and seminars
  - b. Screenings
  - c. Special events
6. Describe the Company's key performance indicators to assess quality and effectiveness of services to its customers/clients as well customer satisfaction.
  - a. Student, Staff and Faculty
  - b. Community Membership

**D. Tab#3 FEES**

1. How do you determine your fee structure? Please state your proposed rates for the following groups for this enterprise:
  - a. Student, Staff and Faculty rates
  - b. Community membership rates
  - c. Proposed rates for various group wellness class (spinning; yoga)
  - d. Proposed rates for Personal Training

**E. Tab#4 OPERATIONS**

1. Please describe your operating philosophy towards providing wellness center management services to a partner.
2. Please specifically describe how your company maintains a facility from a health code/cleanliness perspective. Tell us how often the facilities are cleaned, what protocols are in place, and how you measure compliance and effectiveness. Please include a sample Exercise Equipment Maintenance schedule.
3. Please describe the management agreements with the colleges and universities you work with currently; please note what auditing capabilities are available to the college or university.
4. Have you operated a commercial facility in our market? If so, please outline your specific experience within our market. If not, please explain your experience with opening and operating a successful facility in a new market to your company.

**F. Tab#5 STAFFING**

1. Detailed operations staffing plan based on the proposed hours and size of facility
2. Please state the education and certification requirements of the staff the Company proposes for the Manager and staff of the wellness center.
3. Please list the training program for your regular full time staff.
4. Please outline your Staff incentive programs
5. What is your worker's compensation rating?
6. Please provide a copy of your employee handbook.

**G. Tab#6 SOFTWARE**

1. Please describe how you plan to utilize technology and innovation to drive revenue and participation.
2. Please provide your website address and access to examples of pages for the review committee to review.

**H. Tab#7 MARKETING**

1. Describe how you plan to create demand for our Wellness Education Center.
2. How do your online tools effectively engage? Please describe how.
3. Is your marketing expertise available to the client on a consulting basis? If so, at what rate?
4. Can you provide Public Relations assistance? Please describe.
5. What is your proposed marketing and advertising budget for the following? What does this include?
  - a.Pre-opening
  - b.Public opening
6. Why are you better at engaging students, faculty and staff better than your competitors?

**Appendix A**

**COMPANY INFORMATION AND SIGNATORY PAGE**

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Type of Firm:    Corporation: \_\_\_\_\_    Proprietorship: \_\_\_\_\_  
                         Partnership: \_\_\_\_\_    Joint Venture: \_\_\_\_\_  
                         Other (please describe): \_\_\_\_\_

Business License Number: \_\_\_\_\_

Number of years in business under firm name: \_\_\_\_\_

Full names of firm's owners (> 10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years?    YES     NO

If yes, provide former name(s):

\_\_\_\_\_

Have there been any recent (within the last three years) changes in control/ownership of the firm? YES     NO

If yes, explain:

Have officers or principals of the firm ever had their business license suspended or revoked for any reason? YES     NO

If yes, please explain:

Name and title of person completing responsible for submission of this Proposal and the responses to this questionnaire:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Appendix B**

## REFERENCES

**REFERENCES:**

Please provide a minimum listing of three (3) customers (*use Colleges if available*) who have used your services in the past year. In this listing, please provide the following information:

**REFERENCE #1**

- a. Name of the Customer (College) # 1:
- b. Web Address.
- c. Contact name with phone, address, fax, and email.
- d. Dates of business.

**REFERENCE #2**

- a. Name of the Customer (College) # 2:
- b. Web Address.
- c. Contact name with phone, address, fax, and email.
- d. Dates of business.

**REFERENCE #3**

- a. Name of the Customer (College) # 3:
- b. Web Address.
- c. Contact name with phone, address, fax, and email.
- d. Dates of business.

### Appendix C

**NON-COLLUSION AFFIDAVIT**

**STATE OF CALIFORNIA**  
**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am  
(Typed or Printed Name)

\_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Contractor's Name)  
submitting the foregoing Proposal ("the Contractor"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham RFI, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Contractor or anyone else to put in sham RFI, or to refrain from submitting this Proposal.
4. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price, or that of any other Contractor, or to fix any overhead, profit or cost element of the Proposal price or that of any other Contractor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The Contractor has not, directly or indirectly, submitted the Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix D**

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE...**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

3. The following information pertains to the Workers Compensation Insurance policy:

Name of Insurer	
Policy No.	
Expiration Date	
Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker	

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

**Appendix E**

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)

\_\_\_\_\_. I declare, state and certify to all of the following:  
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace;

(ii) Contractor's policy of maintaining a drug-free workplace;

(iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to,

fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)

**Exhibit A**  
**Snapshot of Cabrillo College Fall, 2011 Academic Schedule**

Class	Start Date	End Date	Start Time	End Time	Day/Eve	Day	Name
DANC	19-Aug	16-Dec	6:00	7:15	Eve	W	Dance
FITN	19-Aug	11-Dec	4:10	5:00	Day	MWF	Weights
FITN	19-Aug	11-Dec	12:10	1:00	Day	MWF	Spin
FITN	19-Aug	11-Dec	8:10	9:00	Day	MWF	Yoga
FITN	19-Aug	11-Dec	9:10	10:00	Day	MWF	Pilates