



Request for Proposals and Qualifications RFP No. 2324-0190

**For the Jaguar Aquatic Wellness & Sports Center Management & Operations
Services**

Proposal Due Date:

Friday, April 26, 2024

At 10:00 AM

Submit Electronically To:

The Office of Procurement, Central Services and Risk Management

At: swcbidsandproposals@swccd.edu

PLEASE NOTE THAT: From the time this RFP is issued and until award notification is made, all contact with the District regarding this RFP must be made through the District RFP coordinator. No other person or District employee is empowered to make binding statements regarding this RFP.

Violation of this provision will result in the disqualification from the RFP Process at District's Discretion.

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Notice to Proposers

Request for Proposal (RFP) No. 2324-0190

For the Jaguar Aquatic Wellness & Sports Center Management & Operations Services

Notice is hereby given by the Southwestern Community College District of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than 10:00 AM on Friday, April 26, 2024, responses to this Request for Proposal (RFP) For the Jaguar Aquatic Wellness & Sports Center Management & Operations Services for the Southwestern Community College District.

Responses shall be received in the Office of Procurement, Central Services & Risk via electronic submission to: swcbidsandproposals@swccd.edu by and on the time and date stated above.

All responses to this RFP shall conform and be responsive to the RFP, including its attachments/addenda.

All interested Company/organizations may request a copy of this RFP by e-mailing swcbidsandproposals@swccd.edu, calling 619-482-6481 or by visiting the District's website at www.swccd.edu/procurement. Any requests for information may be directed to Efren Audelo, Procurement, Contracting & Risk Management Coordinator by e-mailing swcbidsandproposals@swccd.edu no later than **10:00AM on April 18, 2024**.

Mark Sanchez, Ed.D., Superintendent/President
Secretary to the Governing Board
Southwestern Community College District
of San Diego, California

RFP No. 2324-0190 SCHEDULE

Advertisement Dates	April 10, 2024 April 15, 2024
Publication	Union Tribune District Website PTAC Website
Date of Issue	April 9, 2024
MANDATORY Pre-Proposal Meeting Site Walkthrough	April 17, 2024 By 10:00 AM
Request for Information (RFI)	April 18, 2024 By 10:00 AM
District Responds to RFI's/Comments/Questions	April 22, 2024 By End of Day
Due Date (Submit via Electronic Submission)	April 26, 2024 By 10:00AM
Interview/Presentations	May 16, 2024 Hold: 8:00 AM to 4:00 PM
Interview/Presentations <u>Alternate date available only if needed</u>	May 17, 2024 8:00AM to 4:00PM
Anticipated Governing Board Approval	June 10, 2024 Sooner if deadlines permit

1. DISTRICT OVERVIEW AND INFORMATION

The Southwestern Community College District (SCCD), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy-two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay Mesa, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988), the Higher Education Center in National City (1998), the Higher Education Center in Otay Mesa (2007), and Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors fifty (50) years ago. The District employs approximately 800 employees (full and part time).

In the fall of 2016, the District will open a 70,000 square foot state-of-the-art Wellness Center including a 26,000 square foot Fitness Center and Aquatics Complex containing two (2) 50-meter Olympic size swimming pools and a 25-meter pool for Adaptive Fitness on the Chula Vista campus of Southwestern College. The new Wellness Center will serve the needs of the academic programs at SCCD. Operating as an enterprise, the Wellness Center will be a community-focused, fee-based operation offering numerous service options to the SCCD campus community and the community at large. The District's architect for this project is M. Arthur Gensler, Jr. & Associates Inc. (GENSLER) and Mr. Tom Heffernan is the chief architect and Balfour Beatty Construction is the Construction Management Company responsible for building the Wellness Center.

The Jaguar Aquatic Wellness & Sports Center Includes:

Over 21,000 square feet of main floor space dedicated to:

- Strength Training
- Cardiovascular Training
- Locker/Shower Areas
- Open Workout Area

Over 4,500 square feet of space dedicated to various group activities including:

- Spinning
- Group Exercise
- Yoga
- Pilates

The Aquatics Complex's 50-meter competition pool as well as the second 50-meter multi-use pool will provide the surrounding community with broader access to programs and services for youth, adults, and families.

The Fitness Center and Aquatics Complex offer many opportunities for future endeavors. Some of the expected offerings for the first year of operations include:

- Club Swimming
- Personal Training
- Masters Swimming
- Recreational Swimming
- Lap Swim / Conditioning
- Family Swim
- Water Exercise
- Private and Group Swim Lessons
- Group Exercise Classes
- Active Old Adult Fitness
- Sports Leagues
- Specialized Programs
- Spinning/Yoga/Pilates

The District's Jaguar Aquatic Wellness & Sports Center draws some District staff and faculty to become members, as well as many members of the South Bay Community, making this facility not only outstanding for the current academic programs but also a strong community-based facility which can serve a wide spectrum of educational, health, and social opportunities with the right manager to spearhead its successful operation.

Of extreme importance, is to note that the Wellness Center will have a robust academic component. Thus, when "Exercise Science" classes are being held, some areas of the facilities will have a multi-user shared space and time.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFP

Southwestern Community College District (District) is seeking to retain a qualified company/organization to provide For the Jaguar Aquatic Wellness & Sports Center Management & Operations Services. The District intends to select one company/organization with various specialized areas of expertise, as they relate to this field, to oversee the management and operation required for this .

The District is requesting proposals from qualified company/organization to Manage and Operate the Districts Jaguar Aquatic Wellness & Sports Center as a full service Wellness Center.

The entirety of this Request for Proposal (RFP) document sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

The designation of "**District**" or "**Owner**" refers to the Southwestern Community College District, a political subdivision of the State of California and may be used interchangeably within the document.

The term "**Proposers**" refers to companies/organizations that choose to submit proposals for For the Jaguar Aquatic Wellness & Sports Center Management & Operations Services.

The terms "**Contract**" and "**Agreement**" refer to the legal Terms and Conditions set forth and agreed to by both parties to engage for the purpose of this RFP and shall be used interchangeably within this document.

Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the Southwestern Community College District

The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful company/organization responding to this RFP.

The term "**Party**" or "**Parties**" shall be used to designate the persons or entities who will take part in this legal transaction or process and will be responsible for all the obligations in this Contract or Agreement.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail to Efren Audelo, Procurement, Contracting & Risk Management Coordinator at swcbidsandproposals@swccd.edu

Questions will only be accepted until Thursday, April 18, 2024, no later than 10:00AM. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 2324-0190." No direct responses will be sent to the company/agency/organization asking the question. Questions we feel need to be responded, will be answered in the form of an **addendum** and will be posted on the District's Website on/about 4:00PM, Monday, April 22, 2024. It is the responsibility of prospective Proposers to check for updates on the District's Website.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following way: via email submission as requested on the cover of this RFP document.

- **Email Submission:** Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 10:00AM on April 26, 2024.

Submit Proposal to: swcbidsandproposals@swccd.edu

The Proposal must be emailed to the above address as an attachment in Word or PDF format. Proposals with documents exceeding email capacity (this will vary with each Proposer's system) should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFP No. 2324 – 0190 (add "Email 1 of XX" if more than one)".

It is preferred that proposals be in 12-point type and not exceed fifty (50) pages in length, excluding numerical analyses, Proposal Forms: A, C, D, E, F, G & H and all Appendices A through F. Proposals submitted in response to this RFP shall be in the following order and shall include:

- A. General Information** - Provide a cover letter per the requirements of PROPOSAL FORM A.
- B. Mandatory Responses** - Provide answers to the questions in all Sections 1 through 7 of PROPOSAL FORM B. Responses to the questions in this section has a combined 50 pages limit and must be in 12-point font size.
- C. Fee and Rate Proposal** – PROPOSAL FORM D.
 - **Management Fee Structure:**
 - i. Management Fee for the Jaguar Aquatic Wellness & Sports Center Management & Operations Services.

- ii. Hybrid Fee Structure to include Management Fee plus incentives based on Net Operating Income for the Jaguar Aquatic Wellness & Sports Center Management & Operations Services.
- D. Proposed Organizational Chart and Staffing Plan**– For each position being proposed, provide the position, title(s), qualification(s), license information. Please provide this information in an organizational chart format and indicate who will be the District’s contact person for this Contract in PROPOSAL FORM C. Provide a detailed Staffing plan based on the proposed hours and size of facility as Appendix E.
- E. General Terms and Conditions** – PROPOSAL FORM E.
- F. References** – Provide three (3) recent references (within five (5) years) using the format outlined in PROPOSAL FORM F.
- G. Addenda Acknowledgement** – PROPOSAL FORM G
- H. Liability and Insurance Acknowledgement** - PROPOSAL FROM H
- I. Appendices**
- A. Non-collusion Declaration – Must be notarized.
 - B. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
 - C. Company/organization’s Certificate Regarding Worker’s Compensation (requires Corporate Seal)
 - D. Sample Agreement/Contract (For reference; especially if Proposer is recommending changes to the District Agreement and or is proposing different contract language).
 - E. Sample Copies:
 - i. Sample of Exercise Equipment Maintenance Schedule
 - ii. Sample Copy of a membership contract
 - iii. Sample Copy of a membership billing statement
 - iv. Copies of Membership related documents:
 - 1. Liability waivers
 - 2. Facility rental forms
 - 3. Any other relevant forms
 - v. Copies of sample reports (with data) provided to client
 - vi. Detailed Operations Staffing Plan
 - vii. Copy of your employee handbook
 - viii. Copies of Marketing Collateral
 - 1. Actual Correspondence
 - 2. Brochures

F. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

This proposal shall be submitted via electronic submission to the email noted on the cover page as well as below. Email subject lines shall read the name of the Proposer and RFP No. 2324 – 0190. All proposals must be received on or before the above-mentioned due date and time of **Friday, April 26, 2024 no later than 10:00AM**. Any proposal received after the scheduled closing time and date will be considered non-responsive and will remain unopened.

Southwestern Community College District

To the Attention of:

Efren Audelo, Procurement, Contracting & Risk Management Coordinator

swcbidsandproposals@swccd

RESPONSIBLE PROPOSAL

Only Proposals submitted by Proposers with the relevant experience, qualifications and capacity to meet the needs of the District will be accepted. A “responsible proposer” is a company/organization 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 set forth on this Request for Proposal document.

RIGHT TO REJECT

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer’s qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District’s Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner. No modifications will be allowed after the RFP due date and time has passed.

PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately attached on its own "PDF" file from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to swcbidsandproposals@swccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP No.2324-0190." No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions set forth in this RFP. No exceptions.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be the entire responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains form alterations or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

EXAMINATION OF CONTRACT DOCUMENTS

It is the sole responsibility of the Proposers to thoroughly examine the contents of this RFP. **The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the company/organization from obligations with respect to this RFP or to the contract to be awarded.** The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFP is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal requires correction of errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions in order to complete its review.

INTERVIEWS

Proposers may be required to make one or more oral and visual presentations to the review committee at the date identified in the RFP schedule. The District will schedule the date, time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to the selection criteria.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. Performance period for this contract is anticipated to be from July 1, 2024 to June 30, 2027 with, up to, two (2) one (1) year options to extend the term. Contract term shall not exceed five (5) years at a time. District reserves the right to cancel the contract resulting from this agreement with sixty (60) days written notification.

INDEPENDENT COMPANY/ORGANIZATION STATUS

It is expressly understood that the company/organization named in any contract entered into by the District is acting as an "independent company/organization" and not as an agent or employee of the District.

DISTRICT MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

Any changes or corrections will be issued by the District. All Addenda issued to this RFP will be posted to the District web site at www.swccd.edu/procurement. Addenda will also be e-mailed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. (Proposal Form G)**

NEGOTIATION

District reserves the right to negotiate the final pricing before award of business.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on June 10, 2024 (or sooner if possible). The award will be made to one responsible company/organization judged to offer the most advantages for the District. At the time of the formal award, the apparent successful company/organization must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each Party for performance of the Agreement

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between the District and the successful Proposer.
- B. The Proposer's proposal in total, including all addenda and attachments.
- C. This RFP as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. **If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.**

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit or unskilled person, or anyone not certified to provide service and guidance to members as needed or requested as part of the work assigned. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for duty related to this RFP, it will inform the Proposer, the Proposer shall immediately remove such person from this work and, shall not again, without prior written permission of the District, be assigned to work under this contract. The District may require a Department of Justice (DOJ) background screening and clearance for the personnel assigned to this contract.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), Proposer is not permitted to contact any District employees or members of the Governing Board unless at the request of District's designated contact person (the Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification, no exceptions.

3. EVALUATION OF PROPOSALS

The District will award the proposal to the best deemed responsive and responsible proposer whose proposal is most advantageous to the Management and Operation of the Jaguar Aquatic Wellness & Sports Center. In determining the most advantageous proposal, the District will consider criteria such as, but not limited to, cost, quality, service performance, favorable references, sample reports and supporting documents, compatibility with District needs, delivery of services, and past experience.

The RFP will be reviewed by a selection committee of District staff and advisors to determine the finalists selected for interviews.

EVALUATION MATRIX	
1. Qualifications and Technical Expertise of the company/organization	10 Points
2. Quality of Programs to be offered in response to District's requirements	20 Points
3. Proposed Operations, Staffing, Technology and Marketing plans	20 Points
4. Experience and Client references	20 Points
5. Fee/Costs of Services	20 Points
6. Overall Responsiveness, Sample Reports and Supporting Documents as requested in the RFP	10 Points

Company/organization personnel may be invited to participate in oral interviews; this process may require the presence of the key persons identified to work on this assignment and with District administrative and coordinating staff. Following the interview, District staff may choose to negotiate a contract with one or more selected company/organizations. **Contract negotiations will require the mandatory presence of the representative responsible for binding the contract of the proposal submitting company/organization.**

Proposals will be initially evaluated on the written responses to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations.

4. SPECIAL REQUIREMENTS

- a. The management and operations of the Jaguar Aquatic Wellness & Sports Center will not be a franchisee type operation.
- b. Joint proposals will not be accepted, the District is not interested in engaging in third Party Agreements.
- c. The proposing company/organization must have at least five (5) years in providing services in the fitness industry.
- d. Demonstrated knowledge of, but not limited to, the health, wellness, fitness, trends and needs of Southern California residents.
- e. The District is open to negotiating and including language to turn over the operation of a fully installed and operational Juice Bar counter located inside the Jaguar Athletic Wellness and Sports Center. Proposer may provide a separate proposal for the Juice Bar operation.

5. SCOPE OF SERVICES

The company/organization will provide leadership and management for the successful marketing, promotion, re-opening and continued operation of a turnkey, full facility, self-sustaining, community-centered fee-based Wellness Center operation. The scope of services includes but is not specifically limited to:

- Wellness Center (including a fitness center and aquatics complex) membership marketing, development and management.
- Fitness program development, including group exercise programs and individual personal training.
- Aquatics program development, marketing and management.
- All day-to-day management and operations of the facility, in close consultation with District staff.
- Daily maintenance of the entire facility with a particular emphasis on cleanliness.
- Develop and manage a Maintenance Plan (to include Repair and scheduled Replacement) for both Fitness and Aquatic Complex equipment.
- Ongoing design layout recommendations/assistance to optimize the multi-user shared spaces to support both "Exercise Science" classes and the fee-based members using the facility.

The current hours of operation are listed below. These hours are subject to changes based on Proposers recommendation for the success of the program.

- Monday-Friday, 6:00 AM to 9:00 PM
- Saturday, 7:00 AM to 7:00 PM
- Sunday, 7:00 AM to 6:00 PM

Closed all major holidays and College closure periods.

PROPOSAL FORM A: General Information

1. Cover Letter

Cover letter to District in addition to the Proposers narrative must include the information noted below in a letter format.

The individual who is authorized to bind (hence, “Proposer”) contractually must sign the cover letter, which must accompany the Proposer’s RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer’s company/organization. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer’s name, address, e-mail, telephone, and facsimile number (fax number is optional).
- The Proposer’s Federal Employer Identification Number and Corporate Identification Number, if applicable – Followed by a copy of your W-9 form.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a company/organization and irrevocable offer, good for 90 days. Please complete Proposal Form A thru G and Appendices A thru F as part of your RFP response.
- A statement expressing the Proposer’s willingness to perform all services as described in this RFP.
- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.

- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. Proposer Corporate Information

- Type of Company/organization:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____
- Business License Number: _____
- Number of years in business under company/organization name:

- Has the company/organization changed its name within the past five (5) years?
YES NO
If yes, provide former name(s) – and explain why: _____

- Have there been any recent (within the last five (5) years) changes in control/ownership of the company/organization?
YES NO
If yes, explain. _____

- Have officers, managers, leaders or staff such as trainers of your company/organization ever had their business license suspended or revoked for any reason?
YES NO
If yes, please explain. _____

PROPOSAL FORM B

Mandatory Responses

For each of the following questions please limit your response to be forward and straight to the point. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Ensure each question is numbered per the RFP and each question is clearly identified and precedes the response. Each proposal shall specifically address the following topics.

SECTION 1: GENERAL OVERVIEW:

1. Describe your Company's key performance indicators which will allow you to assess quality and effectiveness of services to members, students, faculty, staff and surrounding community.
2. Does your Company have a Mission, Vision, and Values Statement which drive the operation and service? If yes, please provide. If not, explain why?
3. How many fitness facilities do you operate? What types of facilities are they? Please outline the number and type of facilities, and the market they serve.
4. Beyond providing Fitness Management Services, describe any value-added services unique to the Facility (ies) you operate and which are not possessed by your competitors.
5. What changes have occurred in the fitness center industry over the last five years? What other changes do you expect to see over the next five years?
6. Please describe the following in relation to the scope of this Request for Proposal:
 - a. What does your Company view as its responsibilities
 - b. What does your Company consider responsibilities which may correspond to the District?
7. Please provide descriptions of recent, similar services that you have completed (minimum two (2), maximum six (6)). The format of this section is at the discretion of the respondent, however at a minimum each services description must contain items "a" through "f" below.
 - a. Location of where the services were provided.
 - b. Similarity with the scope contained in this RFP or with what you know about our facilities.
 - c. Special challenges that were encountered and how they were overcome.
 - d. Duration of the service.
 - e. Contact information for owner's representatives who were involved with the project.

8. Provide a short narrative describing your Company's expertise in providing the services requested in this RFP.
9. Location of your Company's main office and, if applicable, all Southern California and San Diego offices.
10. Using Proposal Form F provide three (3) references for educational or governmental or non-profit entities or equivalent that can be contacted to assess client satisfaction.

SECTION 2: PROGRAM OVERVIEW:

FITNESS CENTER

1. Please provide brief descriptions of Fitness Center programs and services your Company is proposing and provide examples where appropriate. Please make sure to include (but not be limited to) the following details:
 - a. Program entry and enrollment process
 - b. Hours of operation and staffing plan
 - c. Fitness evaluation and individualized exercise program procedures
 - d. Group exercise class format
 - e. Sample schedules
 - f. Personal trainers
2. Some of the facilities will be shared use for College physical education classes requiring collaboration and cooperation between District staff and your Company staff. How does your company work with this type of association? What do you see as potential issues or potential opportunities?
3. Please describe possible collaboration and integration opportunities with other key College departments or community organizations.
 - a. Include specific examples of how you have worked with various departments or organizations in this type of setting.
4. Please provide descriptions of health promotion programs your Company is proposing to provide as part of the management agreement including, but not limited to:
 - a. Health education classes and seminars
 - b. Screenings
 - c. Special events

AQUATICS COMPLEX

1. Please provide brief descriptions of Aquatics Complex programs and services your Company is proposing and provide examples where appropriate. Please include your firm's experience managing an Aquatics program. Please describe the Aquatics

Complex integration/relationship with the Fitness Center. Please include (but not limit to) detailed information for the following areas:

- a. Program entry and enrollment process
- b. Hours of operation and staffing plan
- c. Club Programs
- d. Children's programs
- e. Major competition marketing and execution
- f. Individual swim programs
- g. Lifeguard Certification programs
- h. Water Safety Rescue programs
- i. Pool Maintenance and safety

2. Please tell us about your most successful Aquatics program.

SECTION 3: FEE/COST/REVENUE OVERVIEW:

It is anticipated that a separate membership be offered to the Fitness Center and the Aquatics Complex as well as offering a combined membership opportunity. The minimum goal is to make the facility operations and maintenance requirements cost-neutral or lucrative to the District.

1. How do you determine a Fitness Center fee structure? Please state your proposed rates for the following groups:
 - a. Student, staff and faculty membership rates
 - b. Community membership rates
 - i. Seniors
 - ii. Non-Seniors
 - c. Proposed rates for various group fitness classes (spinning, yoga, etc.)
 - d. Proposed rates for Personal Training
2. Please list the fee structure you propose for the Aquatics Complex for swimming clubs, individual swimming lessons, major meets, local meets and certification programs.
3. Please list your proposed fee structure for a combined and/or individual Fitness Center/Aquatics Complex membership.
4. Does your Company utilize membership contracts for members? What do you see as the benefit of membership contracts vs. month-to-month fees?
5. Please enclose a sample copy of any membership contracts you currently have and a copy of a membership billing statement and identify as Appendix E – ii & E- iii respectively.
6. Please provide a proposed first year budget proforma outlining annual revenue generated and proposed operating expense.
7. Provide your Management Fee structure including any revenue sharing models for

this service. Also provide options for a Management Fee based on incentives from Net Operating Income. What is included in your management fee as a Company? What is not included in your management fee? Please specify for a hybrid model as well as a full scale operational model. Use Proposal Form D – Fee and Rate Proposal.

SECTION 4: OPERATIONS OVERVIEW:

1. Describe your Company's operating philosophy and management style.
2. Specifically, describe how your Company maintains similar facilities from a health code and cleanliness perspective, and explain:
 - a. how often the facilities are cleaned,
 - b. what protocols are in place,
 - c. how you measure compliance,
 - d. how you measure effectiveness.
3. Describe the management services you have available for the operation of the Wellness Center and provide details of the services provided from the front to the back of the house, including, all variations of services available, which may include, but are not limited to who handles:
 - a. Cash
 - b. Payroll
 - c. Memberships
 - d. Outreach and Marketing
 - e. Any and all other applicable area which applies yet is not mentioned here
4. Have you operated a commercial facility in our market?
 - a. If yes, please outline your specific experience within our market.
 - b. If no, please explain your experience with opening and operating a successful facility in a market that is new to your Company.
5. Provide copies of all membership related documents used in your Company's fitness and aquatics facilities including liability waivers, facility (fitness and aquatics) rental forms, etc. and identify as Appendix E – iv.
6. Describe how membership cancellations are handled.
7. List and provide samples (with data) of all the reports (identify as Appendix E – v) you would provide to the District. Include detail and the frequency at which the reports are generally provided.
8. Provide a sample Exercise Equipment Maintenance schedule and identify as Appendix E – i
9. Provide a list of the Vendors you hire to perform the Exercise Equipment Maintenance.
10. Describe your Company's lifecycle replacement plan for equipment.

11. Do you provide assistance with equipment recommendation for purchasing replacements as needed or upgrades?
 - a. If yes, please explain your services and experience.
 - b. Will this be a part of your proposal and day to day routine or will it be at an extra cost to the District.

SECTION 5: STAFFING OVERVIEW:

1. Provide an operations staffing plan based on the proposed hours and programs of the facility as Appendix E – vi.
2. State the education and certification requirements of the staff the Company proposes for the Executive Manager and key staff of the Fitness Center and Aquatics Complex.
3. List the training program for your regular full and part time staff.
4. Outline your staff incentive programs.
5. Describe how you would leverage the student population to staff the Fitness Center and Aquatics Complex.
 - a. Cite examples of your Company's role at other fitness and aquatic centers.
 - b. Describe the training and development process for the student-staff.
6. Describe your Company's progressive discipline policies. How does it handle/address complaints or concerns from customers/members?
7. What is your worker's compensation rating?
8. Provide a copy of your employee handbook and identify as Appendix E – vii.

SECTION 6: TECHNOLOGY OVERVIEW:

1. Describe how your Company utilizes technology and innovation to drive revenue and participation.
2. Describe any major investments (e.g., technology, etc.) that your Company has made in the past five (5) years. Please explain the business case behind these investments.
3. Describe your management system capabilities including web capability, membership capture, reservation system, billing, booking online, etc.
4. What information technology system do you use in your similar facilities?
 - a. Is this system proprietary to your Company?
5. Provide your website address and access to examples of membership pages.

SECTION 7: MARKETING OVERVIEW:

1. Describe how you plan to create demand for the Wellness Center.
 - a. How will you define the target market?
 - b. Explain how you market to the community.
 - c. Incentive programs: describe both onsite and online incentive program capabilities and cite examples.
2. How do your online tools effectively engage individuals who might not otherwise join the Fitness Center and/or Aquatics Complex? Provide a description.
3. Explain your marketing organization and cite examples of promotions that you have used in the past.
 - a. Provide copies of actual correspondence sent to current members and prospective members; both as part of their email or website and regular mail and copies of brochures used to solicit membership and programs.
4. How many grand openings have you facilitated for a similar type of facility?
5. What is your membership attrition rate?
 - a. Explain why and how you feel it compares with the fitness industry.
6. Do you have a program to provide financial assistance to those who can't afford the full membership fee? Please describe.
7. What is your estimated proposed marketing and advertising budget for the following and what does this include?
 - a. Pre-opening
 - b. Public opening
 - c. Ongoing efforts to attract and retain the membership base.
8. How are you better at engaging students, faculty and staff better than your competitors?

PROPOSAL FORM D: Proposed Organizational Chart and Resume

For each position being proposed, provide the position, title(s), qualification(s), license information. Please provide this information in an organizational chart format and indicate who will be the District's contact person for this Contract. Provide a detailed resume for the proposed District's contact person.

PROPOSAL FORM E General Terms and Conditions

Offer Held Company/organization: The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, company, organization, or corporation making a bid or submitting a proposal on the same services and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one (21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract within ten (10) calendar days following the District's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's company or organization or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY:

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

By: Signature (Manual)

By: Signature (Typed or Printed)

PROPOSAL FORM F: References

Each Proposer must be able to present evidence of satisfactory experience in providing services requested. Please list three (3) current client references for either Educational, Governmental or Non-Profit entities similar to size and function of Southwestern Community College that can be contacted for an assessment of client satisfaction using the format outlined below.

REFERENCE No. 1.

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

REFERENCE NO. 2

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

REFERENCE No. 3.

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

PROPOSAL FORM G: Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____

PROPOSAL FORM H: Liability and Insurance Acknowledgement

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

Company Organization 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.

Company/organization 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, Company/Organization makes the following certification, required by Section 1861 of the California Labor Code:

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.

Company/organization's Signature

Certificates of Insurance for coverage required herein shall be filed with District's Director of Procurement, Central Services and Risk Management prior to the commencement of work. The certificates shall provide that if the policy or policies be canceled by the insurance company or company/organization 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 Director of Procurement, Central Services and Risk Management. The certificates shall also show the information that the Southwestern Community College District is named on company/organization's Comprehensive General Liability and Property Damage policies as co-insured or added thereon by endorsement as a named insured or additional insured. The Company/organization's insurance carrier must be approved by the District and carry an "A" rating.

APPENDIX A
Non-collusion Declaration

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.

County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her 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 corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

APPENDIX B: Equal Opportunity Affirmative Action Statement

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of __, 2024.

(Corporate Seal)

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

APPENDIX C: Contractor's Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part 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, 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 employees.

I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX D: Sample Agreement

Proposer must submit all exceptions to the below agreement as part of the RFP submission for District review.

To Proposer, please note: the District reserves the right to make changes to this form at any time prior to engaging in services based on the proposal you have presented, the District also reserves the right to negotiate changes to the Terms and Conditions should the Current Terms and Conditions become no longer advantageous to the District's intended purpose of this contract.

SAMPLE AGREEMENT WILL BE PROVIDED THROUGH AN ADDENDUM FOR REVIEW.

APPENDIX E: Sample Copies

Please attach the following Sample Copies to your proposal:

- i. Sample of Exercise Equipment Maintenance Schedule
- ii. Sample Copy of a membership contract
- iii. Sample Copy of a membership billing statement
- iv. Copies of Membership related documents:
 1. Liability waivers
 2. Facility rental forms
 3. Any other relevant forms
- v. Copies of sample reports (with data) provided to client
- vi. Detailed Operations Staffing Plan
- vii. Copy of your employee handbook
- viii. Copies of Marketing Collateral
 1. Actual Correspondence
 2. Brochures

APPENDIX F: Submission Checklist

This item will be provided with the first RFP Addendum.