



Request for Proposal and Qualification (RFP)

No. 1415-141

**District's Wellness Center Management & Operation
Services**

Proposal Due Date

Friday, October 10, 2014

At 2:00 PM

**Procurement, Central Services and Risk
Management**

900 Otay Lakes Road, Room 1651

Chula Vista, CA 91910

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Notice to Proposers

Request for Proposal (RFP) No. 1415-141

District's Wellness Center Management & Operation 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 **2:00 PM on Friday, October 10, 2014**, responses to this Request for Proposal (RFP) for District's Wellness Center Management & Operation Services for the Southwestern Community College District.

Responses shall be received in the Office of Procurement, Central Services & Risk Management, Room 1651 located at 900 Otay Lakes Road, Chula Vista, CA 91910, on the date and at the time 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 purchasing@swccd.edu, calling 619-482-6481 or by visiting the District's web-site at www.swccd.edu/procurement. Any requests for information may be directed to Priya Jerome, Director of Procurement, Central Services & Risk Management by e-mailing purchasing@swccd.edu no later than **2:00PM on Friday, September 26, 2014**.

Melinda Nish, Ed.D.
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California

RFP No. 1415-141 SCHEDULE

Date of Issue	Monday, September 8, 2014
Advertisement Dates	Monday, September 08, 2014 Monday, September 15, 2014 Friday, September 12, 2014 Friday, September 19, 2014
Publication (Twice Each)	Daily Transcript (SDDT) – 9/8/14 & 9/15/14 Union Tribune (UT) - 9/8/14 & 9/15/14 La Prensa (LP) – 9/12/14 & 9/19/14
Request for Information (RFI) Deadline	Friday, September 26, 2014 2:00 p.m.
Pre – Proposal Meeting	Thursday, October 02, 2014 10.00 a.m.
District Responses to RFI	Friday, October 03, 2014 4:00 p.m. Via Addendum
Due Date	Friday, October 10, 2014 2:00PM, Room 1651
Interview/Presentations	Tuesday, October 21, 2014 8:00 a.m. to 4:00 p.m.
Negotiations	Friday, October 24, 2014 10:00 a.m. Room 1651
Anticipated Governing Board Approval	Wednesday, November 12, 2014

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

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 new Fitness Wellness Center will include:

Over 21,500 square feet of main floor space dedicated to:

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

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
- Open Gym
- Specialized Programs
- Spinning/Yoga/Pilates

There is a great deal of excitement building across the District for the opening of these new facilities in the fall of 2016. The SCCD Wellness Center is expected to draw many of the District's 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 will serve a wide spectrum of educational, health, and social opportunities.

Of extreme importance, is to note that the Wellness Center will have a robust academic component. Thus, when "for credit" 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 (SCCD) is seeking to retain a qualified company/organization to provide District's Wellness Center Management & Operation Services. The District intends to select one company/organization with various specialized areas of expertise to assist the District as needed.

The District is requesting proposals (RFP) from qualified company/organizations to assist with final Design Development, Management and Operation of the SCCD Fitness Center and Aquatics Complex as a full service Wellness Center.

The entirety of this RFP documents 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**" refers to the Southwestern Community College District, a political subdivision of the State of California.

The term "**Proposers**" refers to company/organizations that choose to submit proposals for District's Wellness Center Management & Operation Services.

The terms "**Contract**" and "**Agreement**" 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.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail to Priya Jerome, Director of Procurement, Central Services & Risk Management at purchasing@swccd.edu

Questions will only be accepted until Friday, September 26, 2014 no later than 2:00PM. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 1415-141. No direct responses will be sent to the company/company/organization

asking the question. Questions we feel need to be responded, will be answered in the form of an **addendum** and sent to all potential respondents on/about 4:00PM on Friday, October 3, 2014. All addendums to this RFP will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: (1) via email submission **and** (2) hard copy.

(1) For Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 2:00PM on Friday, October 10, 2014.

Submit Proposal to: purchasing@swccd.edu

The Proposal must be emailed to the address above as an attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size 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. 1415 -141 ("Email 1 of XX" if more than one)".

(2) For Hard Copy Submission:

Proposer must submit one (1) original and ten (10) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive with the proposal saved on it. Emphasis should be on completeness and clarity of contents. Proposals should 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 Wellness Center Management and Operations Services.
 - ii. Hybrid Fee Structure to include Management Fee plus incentives based on Net Operating Income for the Wellness Center
- 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 - vi.

E. **General Terms and Conditions** – PROPOSAL FORM E.

F. **References** – Provide three (3) recent references using the format outlined in PROPOSAL FORM F.

G. **Addenda Acknowledgement** – PROPOSAL FORM G

H. **Liability and Insurance Acknowledgement** - PROPOSAL FORM 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 package should be enclosed in a sealed envelope bearing the name of the Proposer and RFP No. 1415-141 clearly marked. All proposals must be received on or before the above mentioned due date and time of **Friday, October 10, 2014 at 2:00 PM**. Any proposal received after the scheduled closing time for receipt of proposal will

be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome, Director of Procurement, Central Services & Risk Management
Director of Procurement, Central Services and Risk Management
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910
(Room 1651 is located in the back of Parking Lot D)

RESPONSIBLE PROPOSAL

Only Proposals submitted by Proposers with the relevant experience, qualifications and capacity to meet the needs of SCCD 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 of the Request for Proposal.

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. Modification 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 packaged 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 purchasing@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.1415-141. 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 of the RFP.

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 entirely the 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 alterations of form 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

Proposers shall 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. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

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 and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

INTERVIEWS

Proposers will 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 November 13, 2014 to November 12, 2017 with two (2) one (1) year options to extend the term. Contract term shall not exceed five (5) years. District reserves the right to cancel the contract resulting from this agreement with ninety (90) days of 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.

SCCD 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 SCCD. 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 November 12, 2014. 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 SCCD and the 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 person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she 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 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 SCCD employees or members of the Governing Board unless at the request of SCCD's designated contact person (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.

3. EVALUATION OF PROPOSALS

The District will award the proposal to the responsive and responsible proposer 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, 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 project. Following the interview, District staff may choose to negotiate a contract with one or more selected company/organizations. 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 Wellness Center will not be a franchisee type operation.
- b. Joint proposals will not be accepted.
- 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.

5. SCOPE OF SERVICES

The District is seeking a company/organization to work in conjunction with various SCCD departments and its representatives on two (2) distinct and major components as it relates to this contract. The proposer will provide:

- Pre-construction: Design, Development and Procurement related services
- Post-construction: Wellness Center Management and Operation services

Pre-construction: Design, Development and Procurement related services

1. Assist the District and the Architect (GENSLER) with the design and construction document development phases to include, but not limited to:
 - Design layout recommendations/assistance to optimize the multi-user shared spaces to support both "for credit" classes and the fee-based members using the facility.
 - Recommendations for interior climate control and air refresh rates.
 - Floor and wall finishes.
 - Accessibility enhancements over and above California Division of State Architect (DSA) requirements.
2. Recommendations for exercise equipment layout and other Wellness Center Furniture, Fixtures and Equipment requirements including cost estimates and leveraged procurement possibilities.

Post-construction: Wellness Center Management and Operation services

The company/organization will provide leadership and management in the successful marketing, promotion, 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 "for credit" classes and the fee-based members using the facility.

The District's hours of operation are as below. These hours are subject to changes based on Proposers recommendation.

- 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

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.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- 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 the 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 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 company/organization?
YES NO
If yes, explain. _____

- Have officers or principals of the 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 no more than one page per question. Each proposal shall specifically address the following topics. 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. All responses must be in a 12 point font size.

SECTION 1: GENERAL OVERVIEW:

1. Describe your company/organization's key performance indicators to assess quality and effectiveness of services to its customers/clients as well user satisfaction including students, faculty and staff, and community.
2. Does your organization have a Mission, Vision, and Values Statement? If yes, please provide. If not, why not?
3. How many fitness facilities do you operate? What types of facilities are they? Please outline the number and type, and the market they serve.
4. Beyond providing Fitness Management Services, describe any value-added services unique to your organization and not possessed by your competitors.
5. How has the fitness center industry changed over the last five years? How do you see it changing over the next five years?
6. Please describe what your company views as its responsibilities and what you think are the responsibilities of the District are in relation to the successful management and operations of the Wellness Center.
7. Please provide descriptions of recent, very 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.
 - 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/organization's expertise in providing the services requested in this RFP.

9. Location of your company/organization's main office and, if applicable, all Southern California and San Diego offices.
10. Using Proposal Form F provide 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/organization 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 have shared use for college PE classes requiring collaboration and cooperation between District staff and your company/organization staff. How does your company/organization work with this type of association? What do you see as potential issues/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/organizations in this type of setting.
4. Please provide descriptions of health promotion programs your company/organization is proposing to provide as part of the management agreement including:
 - 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/organization 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 to the District.

1. How do you determine a Fitness Center fee structure? Please state your proposed rates for the following groups for this enterprise:
 - a. Student, staff and faculty membership rates
 - b. Community membership rates
 - 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 Fitness Center/Aquatics Complex membership.
4. Does your company/organization 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 as Appendix E – ii & E- iii.
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/organization? 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. Please describe your company/organization's operating philosophy and management style.
2. Please specifically describe how your company/organization maintains similar facilities from a health code/cleanliness perspective.
3. Explain how often the facilities are cleaned, what protocols are in place, and how you measure compliance and effectiveness.
4. Describe the management services you have available for the operations of the Wellness Center and provide details of the services provided from the front of the house to the back of the house including all variations of service available (who handles the cash; payroll, etc).
5. 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 market that is new to your company/organization.
6. Please provide copies of all membership related documents used in your company/organization's fitness and aquatics facilities including liability waivers, facility (fitness and aquatics) rental forms, etc. as Appendix E – iv.
7. Describe how membership cancellations are handled.
8. Please list and provide samples (with data) of all the reports (as Appendix E – v) you would provide to the District. Include detail and the frequency at which the reports are generally provided.
9. Please provide a sample Exercise Equipment Maintenance schedule as Appendix E – i
10. Please describe your company's lifecycle replacement plan for equipment.
11. Do you provide assistance with equipment recommendation and purchasing? If yes, please explain your services and experience.
12. Do you provide assistance with facility design? If yes, please explain your design services and experience especially in the pre-construction stage.

SECTION 5: STAFFING OVERVIEW:

1. Please provide an operations staffing plan based on the proposed hours and programs of the facility as Appendix E – vi.
2. Please state the education and certification requirements of the staff the company/organization proposes for the Executive Manager and key staff of the

Fitness Center and Aquatics Complex.

3. Please list the training program for your regular full and part time staff.
4. Please outline your staff incentive programs.
5. Please describe how you would leverage the student population to staff the Fitness Center and Aquatics Complex.
 - a. Please cite examples of your company/organization's role at other fitness and aquatic centers.
 - b. Describe the training and development process for the student-staff.
6. Describe your company/organization's progressive discipline policies. How does it handle/address complaints or concerns from customers/members?
7. What is your worker's compensation rating?
8. Please provide a copy of your employee handbook as Appendix E – vii.

SECTION 6: TECHNOLOGY OVERVIEW:

1. Describe how your company/organization utilizes technology and innovation to drive revenue and participation.
2. Describe any major investments (e.g., technology, etc.) that your company/organization 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?
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 would you define the target market? Explain how you market to the community.
 - b. 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? Please describe how.
3. Explain your marketing organization and cite examples of promotions that you have used in the past. Please 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? 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? 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 C

Fee Proposal

Provide the following information regarding the various fees to be charged to the District. Please indicate the areas of specialization in the scope of services for which this Proposal is being submitted.

TYPE OF SERVICE: District's Wellness Center Management & Operation Services	
	Fees
Management Fee Structure (list separately based on the model suggested)	
Additional Fees/Costs (if any) list detail separately	

List any other types of services generating a cost to the District which are not included in the fees shown above and typical for the work in the scope of services, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Fees for the first year are to be company/organization. Pricing should be submitted for years 1 through 3 of the proposed contract period. However, note that rate change requests for subsequent years will be subject to negotiation at the time of renewal, will require written approval by the District, and may also result in non-renewal of the contract.

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 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/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) 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.

REFERENCES

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 (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.

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 __, 2014.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

(Corporate Seal)

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.

Southwestern Community College District Independent Contractor Agreement

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "District" or "Client") to contract with _____ as an Independent Contractor (hereinafter referred to as "Contractor" or "Engineer"); and whereas such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and

WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this agreement; and

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor, to the extent required by law, shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and

WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers' compensation benefits;

NOW THEREFORE, the following is agreed:

I. SERVICES AND WORK PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT CONTRACTOR.

Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

- (a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$_____ for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.

- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

The term of this Contract shall begin November 13, 2014 and shall end November 12, 2017, in accordance with the schedule. This contract is for a "Base Period" of three (3) years and two (2) Option Periods. The Base period shall consist of 36 months as determined by the District above. The District has the option to extend the terms of the contract for two (2) additional periods consisting of 12 months each. This contract will not exceed five (5) years total.

IV. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Consultant" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District's Superintendent/President.

V. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Contractor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Contractor's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

VI. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

VII. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

VIII. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

IX. CONFIDENTIALITY AND USE OF INFORMATION.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
- (c) Notwithstanding the above requirements, to the extent any records or documents associated with the Contractor's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

XI. HOLD HARMLESS.

To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor agrees to waive all rights of subrogation against the District.

XII. TERMINATION.

- a. Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- b. Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- c. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

XIII. INSURANCE

Contractor agrees to carry comprehensive or commercial general liability insurance with limits of two-million dollars (\$2,000,000) per occurrence and four- million dollars (\$4,000,000) aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. Contractor also agrees to carry Automobile Liability Insurance to include owned, non-owned or hired with limits of two-million dollars (\$2,000,000) per occurrence. Contractor will also carry Professional Liability Insurance (Errors and Omissions) with limits of one-million dollars (\$1,000,000) per occurrence. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy.

XIV. WORKER'S COMPENSATION INSURANCE.

Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Contract, Contractor agrees to defend and hold harmless the District from such claim.

XV. ORIGINALITY.

Contractor agrees that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this representation.

XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

XVII. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

XX. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

XXI. SEVERABILITY.

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XXII. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

XXIII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

XXIV. ENTIRE AGREEMENT/MODIFICATION.

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

SIGNATURE LINES FOLLOW ON NEXT PAGE

XXV. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

This Contract is entered into this _____ day of _____, 2014.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

INSERT FIRM NAME HERE

Southwestern Community College District

Name:

Melinda Nish, Ed.D.

SS#/Federal Tax ID:

Superintendent/President

900 Otay Lakes Road

Address:

Chula Vista, CA 91910-7299

City/State/Zip:

Telephone: 619 482-6301/Fax: 619 482-6413

Telephone:

Fax:

Signature: _____

Date: _____

Are you a District employee? Yes No

Is a Credential or Special License required for

this consultancy? Yes No

If yes, please specify and attach a copy of

current License. _____

Signature: _____

Date: _____

Originator:

Account No.:

APPENDIX E

Sample Copies

Please attach the following 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

**APPENDIX F
 Submission Checklist**

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Fee and Rate Proposal	
Proposal Form D: Proposed Organization Chart and Resume	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Proposal Form H: Liability and Insurance Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Company/organization's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix 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: <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 1. Actual Correspondence 2. Brochures 	