



**SAN MATEO COUNTY  
COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR PROPOSAL  
No. 86614**

*For*

**San Mateo Athletic and Aquatic Center Full Service Health Club Operations  
Located on the College of San Mateo Campus**

**Proposals Due:**

**November 16, 2009**

**Return Proposal To:  
Department of General Services  
District Office  
3401 CSM Drive  
San Mateo, California 94402  
Telephone (650) 574-6508 FAX (650) 574-6574  
Email [districtProposals@smccd.edu](mailto:districtProposals@smccd.edu)**

## **Introduction and District Information**

Approximately 40,000 people throughout San Mateo County attend one of the three colleges of the San Mateo County Community College District (SMCCCD). Although the boundaries of the San Mateo County Community College District are the same as those of the County, the District Board of Trustees is independent of County government. County voters elect the five-member Board of Trustees every four years, and that board governs one of the largest and most innovative two-year college systems in California.

### ***San Mateo Athletic Club and the San Mateo Aquatic Center***

In the spring 2010, the District will be opening a state of the art fitness and aquatic center on the campus of College of San Mateo (CSM) in the newly constructed B5. We are building a 24,500 square foot Fitness Center along with an aquatics complex containing a 50 meter Olympic size swimming pool along with a 25 meter pool for Adaptive Fitness. The Fitness and Aquatic Centers will serve the needs of the academic programs at College of San Mateo. Operating as an enterprise, the Fitness and Aquatic Centers will be a community focused fee-based operation offering numerous service options to the San Mateo campus community and the community at large.

Currently, a team including the Chancellor, CSM Dean of Athletics, CSM Fitness faculty, Construction Planning staff, Director of Auxiliary Services and others are working on finalizing the plans for the layout and procurement of equipment in the facility. The Director of Auxiliary Services is working with various teams to create budgets, job descriptions, staffing and marketing plans as well as long-term strategic goals and objectives.

The Fitness Center will include:

Over 14,000 sq. ft. of main floor space dedicated to:

- Strength Training
- Cardiovascular Training
- Open Workout Area

Over 5,500 sq. ft. of space dedicated to:

- Spinning
- Group Exercise
- Yoga
- Pilates

The San Mateo Aquatic Center will be used for CSM academic programs as well as enterprise endeavors including rental of the pool to various clubs and groups throughout the San Mateo County area. The planned club swimming program will attract major swimming competitions to the pool which will be among the best and largest in the area.

The two centers offer many opportunities for future endeavors. These include:

- Club Swimming
- Masters Swimming
- Personal Trainer Certification
- Lifeguard Certification
- Water Safety Instructor Certification
- Aesthetics Program
- Spinning Certification
- Pilates Certification
- Yoga Certification
- Nutrition Counseling

There is a great deal of excitement building across the District for the opening of these new facilities in Spring 2010. The San Mateo Athletic and Aquatic Center is expected to draw many of the District's staff and faculty to become members as well as many members of the San Mateo County community, making this facility not only outstanding for the current academic programs but also a strong community based facility bringing many people to the campus.

The District is seeking proposals from qualified companies to assist in operating the San Mateo Athletic and Aquatic Center as a full service health club. It is particularly important that Contractors realize that the center will have a robust academic component. As such, when for credit classes are being held in a particular studio, classes for the center cannot be scheduled. A snapshot of the class schedule for this Fall 2009 academic semester is in Appendix D.

**Dates and Timeframes:**

Issuance of Request for Proposal	October 27, 2009
Tour of Facility	Week of November 2, 2009
Deadline for Contractor Submission of Proposal	November 16, 2009
Availability to Meet with District Staff for Discussion of Proposal as Needed	Week of November 16th
Expected Date to Award Contract	January, 2010

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

## **I. Request for Proposal Instructions and Requirements**

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

### **1. General**

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

### **2. Definitions**

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

### **3. Responsible Contractor Proposal**

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

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

### **4. Preparation of Request for Proposal**

- a. **Submission of Executed “Hard Copy”.** Contractors interested in this opportunity must submit three copies of the Contractor’s Proposal in ink or typewritten answering the questions and filling out the form(s) that are furnished. No erasures are permitted. Mistakes may be crossed out and corrections entered adjacent and must be initialed in ink by the person signing the Proposal. Please deliver the proposal documents in a sealed envelope addressed to the Department of General Services, San Mateo County Community College District located at 3401 CSM Drive, San Mateo, CA 94402. Please indicate **“RFP 86614 Enclosed”** on the lower left corner of the envelope. The Proposal must be delivered *on or before 2:00 p.m. on Friday, November 16, 2009*. Postmarking prior to this time is not sufficient. Faxed proposals or proposals sent via electronic mail will not be accepted. Failure to meet the deadline may result in disqualification of the proposal without review.
- b. **Proposal Contents:** Proposals must include answers to all questions and include the following items, all of which must be submitted concurrently and executed as

required by these Request for Proposal Instructions or by the form of document:

- Proposal on company letterhead including unit pricing
  - Company Information and Signatory Page (Appendix A)
  - Required Reference information on company letterhead (Appendix B)
  - Non-Collusion Affidavit (Appendix C)
  - Detailed operations staffing plan based on the proposed hours and size of facility
  - The following Proposal sections which require a signature and/or checkbox selection:
    1. I-13 “Liability and Insurance”,
  - Fee Structure for Fitness Center
  - Fee Structure for Aquatics Center
  - Fee Structure for a combined Fitness/Aquatic center
  - Management Fee structure
  - Sample of Exercise Equipment Maintenance Schedule
  - Sample Copy of a membership contract
  - Sample Copy of a membership billing statement
  - Copies of Membership related documents:
    1. Liability waivers
    2. Facility rental forms
    3. Any other relevant forms
  - Copies of sample reports (with data) provided to client
  - Detailed Operations Staffing Plan
  - Copy of your employee handbook
  - Copies of Marketing Collateral
    1. Actual Correspondence
    2. Brochures
- c. **Digital Submittals:** An additional electronic submittal of the pricing section of the Proposal is requested; however, the submission of electronic file(s) do not replace the foregoing requirement for submission of the Contractor’s signed, hard copy Proposal at, or prior to the date/time set forth above. Digital submittals should be forwarded to [districtProposals@smccd.edu](mailto:districtProposals@smccd.edu) **after 2 p.m. on November 16, 2009.** Do not submit your digital copy prior to this date and time.
- d. **Questions:** Any questions regarding the information contained in this Request for Proposal must be submitted in writing via email to [districtProposals@smccd.edu](mailto:districtProposals@smccd.edu) no later than three (3) working days prior to Proposal due date on **Friday, November 16, 2009.** Contractors may request clarifications or make other inquiries concerning this Request for Proposal or the requirements hereof.
- e. **Contractors’ Review of District Web Site:** All Contractors are required to review materials on the SMCCCD Purchasing web site ([www.smccd.edu/purchasing](http://www.smccd.edu/purchasing)) relating to this Request for Proposal prior to submission of a proposal. Any addendums, clarifications, Request for Proposal updates/revisions, or replies to specific questions will be posted on the web site. All web postings should be treated

like all requirements set forth in this Request for Proposal. **Contractors** are responsible for incorporating these changes or addendums into their respective proposals and all such matters shall be deemed incorporated into all Contractors' Proposals.

- f. **Copies of this Request for Proposal** can be obtained by visiting the SMCCCD Purchasing Department's Website at [www.smccd.edu/purchasing](http://www.smccd.edu/purchasing). Click on "Proposal Announcements".
- g. **Modifications to Submitted Proposal:** A Contractor submitting a proposal may modify its submitted proposal in writing, to be received by the District's Department of General Services at or prior to the time/date deadline for submission of proposals. Modifications to the submitted proposal which are not in writing may not be accepted and may not be deemed modifications to the submitted Proposal.

## **5. Signature**

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

## **6. References**

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

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

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

## **8. Evidence of Responsibility**

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

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

The District reserves the right to modify this Request for Proposal or any portion hereof by written addendum issued to all Contractors who have previously obtained this RFP

from the District. All addendums issued by the District pursuant to the foregoing shall be deemed incorporated into the Proposals.

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

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

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

The San Mateo County Community College District is an equal opportunity, affirmative action employer.

#### **11. Contract Terms & Conditions**

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

#### **12. Conflict of Interest**

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

#### **13. Liability and Insurance**

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

Contractor shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$2,000,000 per

occurrence and \$4,000,000 annual aggregate; property damage insurance in an amount not less than \$2,000,000 per occurrence; and business Automobile Liability Insurance in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles.

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

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

*Or*

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

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Contractor's Signature

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

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

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



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

### **15. Indemnification**

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

### **16. Taxes**

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

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

### **17. Public Record**

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

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

## **II. Scope of Proposal**

The District is seeking a company to provide services in operating a full service, professional health club. The scope of work includes but is not specifically limited to fitness center membership marketing, development and management, fitness program development including

group exercise programs and individual personal training; aquatics program development, marketing and management, as well as all day to day operations of the center in close consultation with District staff. Also included is the daily maintenance of the entire facility with a particular emphasis on cleanliness as well as maintaining scheduled equipment maintenance.

***The proposed hours for the health club are:***

- *M-F 5:30AM to 9:00PM*
- *Saturday 7:00AM until 7:00PM*
- *Sunday: 7:00AM until 6:00PM*

**Please provide a written, detailed response to each question:**

**A. CONTRACTOR BACKGROUND**

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

**B. PROGRAMS**

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 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. Our facilities will be used as a club but will also be used for college PE classes requiring collaboration and cooperation between fitness center staff and your company staff. How does your company feel about this type of association? What

do you see as potential issues?

3. PE classes will have the first right of use for our spinning, yoga, group exercise and Pilates rooms. These classes are often during peak morning times from 6AM through 11AM. How do you feel that would impact your ability to operate a profitable fitness center?
4. Please describe collaboration and integration opportunities with Athletics, Nursing, Kinesiology, Police Academy, and other key departments.
  - a. Provide specific examples of how you have worked with departments in a College fitness center setting.
  - b. What other groups or departments would you see the potential to collaborate with?
5. Please provide descriptions of health promotion programs your company is proposing to provide as part of the management agreement including:
  - a. Health education classes and seminars
  - b. Screenings
  - c. Special events
6. Please provide brief descriptions of Aquatics Center programs and services your company is proposing and provide examples where appropriate. Please include your company's experience managing an Aquatics program. Please describe the Aquatics Center integration/relationship with the Fitness Center. Please make sure to include (but not limited to) detailed information for the following areas:
  - a. Program entry and enrollment process
  - b. Hours of operation and staffing plan
  - c. Club Swimming Programs including children's programs
  - d. Major swim meet marketing and execution
  - e. Individual swim programs
  - f. Lifeguard Certification programs
  - g. Water Safety Rescue programs
  - h. Pool Maintenance and Safety
7. Please tell us about your most successful Aquatics program.
8. Does your company have an Aesthetics program? Please describe the services available and the applicable fees.
9. Describe the Company's key performance indicators to assess quality and effectiveness of services to its customers/clients as well customer satisfaction.
  - a. Students, Faculty, and Staff
  - b. Community Membership

### **C. FEES**

1. How do you determine your 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)
  - d. Proposed rates for Personal Training
2. Please list the fee structure you propose for the Aquatics Center 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 center 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? Please enclose a sample copy of any membership contracts you currently have and a copy of a membership billing statement.
  5. Please provide your management fee structure including any revenue sharing models for this enterprise. What is included in your management fee as a Contractor? What is not included in your management fee? Please specify for a hybrid model as well as a full scale operational model.
  6. What start-up fees do you charge and what do they include?

**D. OPERATIONS**

1. Please describe your operating philosophy towards providing fitness center management services to a partner.
2. Please describe the management services you have available including full operation of the club, a hybrid of combined Contractor/district operations, and consulting services. Please detail the services provided in each model from the front of the house to the back of the house including all variations of service available (who handles the cash; payroll, etc).
3. Please specifically describe how your company maintains a fitness and aquatics facility from a health code/cleanliness perspective. Tell us how often the facilities are cleaned, what protocols are in place, and how you measure compliance and effectiveness. Please include a sample Exercise Equipment Maintenance schedule.
4. Please describe the management agreements with the colleges and universities you work with currently; please note what auditing capabilities are available to the college or university.
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 explain your

- experience with opening and operating a successful facility in a new market to your company.
6. Please provide copies of all membership related documents used in your company's fitness and aquatics centers including liability waivers, facility (fitness and aquatics) rental forms, etc.
  7. Describe how your staff handles a member who wants to cancel his or her membership.
  8. Please list and provide samples (with data) of all the reports you would provide to the client. Include detail and the frequency at which the reports are generally provided.
  9. Do you or your partners provide extended warranty services for equipment?
  10. Please describe your company's lifecycle replacement plan for club and aquatics equipment.
  11. Do you provide assistance with facility design? If yes, please explain your design services and experience.
  12. Do you provide assistance with equipment recommendation and purchasing? If yes, please explain your services and experience.

**E. STAFFING**

1. Detailed operations staffing plan based on the proposed hours and size of facility
2. Please state the education and certification requirements of the staff the Company proposes for the Manager and staff of the fitness center.
3. Please list the training program for your regular full time fitness center staff.
4. Please outline your Staff incentive programs
5. Please describe how you would leverage the student population to staff the fitness center.
  - a. Please cite examples of what you do at other University fitness centers.
  - b. Describe the training and development process for the student-staff.
  - c. How many of your current regular employees started as student staff.
  - d. Please describe your experience with personal training certificate programs for students
6. Please describe your company's progressive discipline policies. How does your company 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.

**F. SOFTWARE**

1. Please describe how you plan to utilize technology and innovation to drive revenue and participation.
2. Please describe any major investments (e.g., technology, etc.) that your organization has made in the past five (5) years. Please explain the business case behind these investments.
3. Please describe your club management system capabilities including web capability, membership capture, room reservations, billing, booking online, etc. Does your system integrate with the District's Banner system?
4. Please provide your website address and access to examples of membership pages for the review committee to review.

**G. MARKETING**

1. Describe how you plan to create demand for our Fitness and Aquatics Centers.
  - a. How would you define the target market for this fitness and aquatic center? Explain how you market to the consumer.
  - b. Incentive programs; describe both onsite and online incentive program capabilities and cite examples
2. How would you market our Aquatics program? Who would be your target market?
3. How do your online tools effectively engage individuals who might not otherwise join the fitness center? Please describe how.
4. 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 web site and regular mail and copies of brochures used to solicit membership and programs.
5. How many grand openings have you facilitated for a commercial club? How many grand openings have you facilitated for an onsite corporate or university fitness center?
6. Is your marketing expertise available to the client on a consulting basis? If so, at what rate?
7. What is your club's attrition rate? Explain why your rate is what it is and how you feel it compares with the fitness industry.
8. Can you provide Public Relations assistance? Please describe.

9. What is your proposed marketing and advertising budget for the following? What does this include?
  - a. Pre-opening
  - b. Public opening
  
10. Why are you better at engaging students, faculty and staff better than your competitors?

**Appendix A**  
**COMPANY INFORMATION AND SIGNATORY PAGE**

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

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

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

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

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

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

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

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

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

If yes, provide former name(s):

\_\_\_\_\_

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

If yes, explain:

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

If yes, please explain:

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

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

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

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



**Appendix B**  
**REFERENCES**

**REFERENCES:**

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

**REFERENCE #1**

a. Name of the Customer (College) # 1:

b. Web Address.

c. Contact name with phone, address, fax, and email.

d. Dates of business.

**REFERENCE #2**

a. Name of the Customer (College) # 2:

b. Web Address.

c. Contact name with phone, address, fax, and email.

d. Dates of business.

**REFERENCE #3**

a. Name of the Customer (College) # 3:

b. Web Address.

c. Contact name with phone, address, fax, and email.

d. Dates of business.

**Appendix C**  
**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Contractor's Name)

submitting the foregoing Proposal ("the Contractor"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

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

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

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

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

## Appendix D - Snapshot of College of San Mateo Fall, 2009 Academic Schedule

Class	Start Date	End Date	Start Time	End Time	Day/Eve	Day	Name
DANC	19-Aug	16-Dec	6:00	7:15	Eve	W	Dance
DANC	20-Aug	10-Dec	9:35	10:50	Day	TTh	Dance
DANC	19-Aug	11-Dec	10:10	11:00	Day	MWF	Dance
DANC	19-Aug	16-Dec	7:20	10:05	Eve	W	Dance
DANC	19-Aug	11-Dec	9:10	10:00	Day	MWF	Dance
DANC	24-Aug	14-Dec	7:30	8:45	Eve	M	Dance
DANC	21-Aug	18-Dec	7:00	10:05	Eve	F	Dance
DANC	19-Aug	16-Dec	7:30	8:45	Eve	W	Dance
DANC	24-Aug	14-Dec	6:00	7:15	Eve	M	Dance
FITN	19-Aug	11-Dec	7:10	9:00	Day	M-F	Weights
FITN	19-Aug	11-Dec	9:10	10:00	Day	MWF	Weights
FITN	20-Aug	10-Dec	9:35	10:50	Day	TTh	Weights
FITN	19-Aug	11-Dec	10:10	11:00	Day	MWF	Weights
FITN	19-Aug	11-Dec	11:10	12:00	Day	MWF	Weights
FITN	20-Aug	10-Dec	11:10	12:25	Day	TTh	Weights
FITN	19-Aug	16-Dec	6:00	7:15	Eve	MW	Weights
FITN	20-Aug	17-Dec	6:00	7:15	Eve	TTh	Weights
FITN	19-Aug	11-Dec	4:10	5:00	Day	MWF	Weights
FITN	19-Aug	11-Dec	8:10	9:00	Day	MWF	Spin
FITN	19-Aug	11-Dec	11:10	12:00	Day	MWF	Spin
FITN	19-Aug	11-Dec	12:10	1:00	Day	MWF	Spin
FITN	19-Aug	16-Dec	5:30	6:45	Eve	MW	Spin
FITN	19-Aug	11-Dec	8:10	9:00	Day	MWF	Yoga
FITN	20-Aug	10-Dec	8:10	9:25	Day	TTh	Yoga
FITN	20-Aug	10-Dec	12:35	1:50	Day	TTh	Yoga
FITN	20-Aug	17-Dec	5:30	6:45	Eve	TTh	Yoga
FITN	20-Aug	17-Dec	7:00	8:15	Eve	TTh	Yoga
FITN	19-Aug	16-Dec	5:30	7:15	Eve	W	Yoga
FITN	22-Aug	19-Dec	9:10	10:50	Sat	S	Yoga
FITN	19-Aug	11-Dec	9:10	10:00	Day	MWF	Pilates
FITN	20-Aug	10-Dec	11:10	12:25	Day	TTh	Pilates
FITN	20-Aug	10-Dec	9:35	10:50	Day	TTh	Dahn Yoga