



Corporate Seated Massage Program Request for Proposal

RESPONSE TO RFP AND PROPOSAL

Submitted by:



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Section 1. Overview and Background Information

1.1 Formal Response and Proposal

This document is an official response to and proposal for Navy Federal Credit Union's Request for Proposal (RFP) dated [REDACTED]. For convenience, Sections 2 through 8 are presented generally in the same order and format as the RFP, and except as otherwise noted, the section numbering is the same as in the RFP.

1.2 Situation Analysis

Navy Federal (also referred in this document as NFCU) offers a corporate seated massage program for its employees. Currently, Navy Federal's Employee Health Services (EHS) manages nine independent massage therapy contracts among four locations with different payment dates and rates by location. The appointments are booked using a third-party online event management system, which also has to be managed by EHS.

1.3 Navy Federal's Strategic Directions and Goals

Navy Federal seeks a single reliable massage therapy company that will:

- Consolidate, streamline, completely outsource—and provide uniform consistency throughout—Navy Federal's seated massage program and payment processing for the program, by:
 - Providing, scheduling, and managing highly qualified, professional seated massage therapists at all program locations.
 - Managing the vendor's own online, 24/7/365 massage appointment scheduling and payment processing system for Navy Federal employees at all locations. This system must accept credit cards, debit cards and gift certificates/credits for payment, and will have the reporting capabilities described in Section 4.2 below.
- Enable the program to expand to other Navy Federal locations nationally.

1.4 Navy Federal's Requirements

1.4.1 Session Duration/Frequency

Therapists will provide 20-minute seated massage sessions at all designated locations. Some locations may also be required to offer 10-minute sessions for employees with limited break time. For locations with multiple therapists, Navy Federal prefers for therapists to have staggered hours to maximize employee options.

1.4.2 Transaction Volumes

Navy Federal currently requires massage therapists for the following office locations:

- Headquarters (Vienna, VA): three therapists every Thursday for seven hours each and one therapist monthly for seven hours dedicated to one division (company paid).
- Winchester, VA: one therapist every Friday for six hours.
- GPO (Pensacola, FL): two therapists every Friday for four hours each and one therapist monthly for seven hours dedicated to one division (company paid). However, Navy Federal is still expanding the Pensacola FL office and may increase the number of hours and/or number of therapists at that location in the future.

Occasionally, Navy Federal also requires therapists for employees working evening shifts or for special events (such as the Marine Corps Marathon).

Section 2. About Body Charge USA

Body Charge, Inc., trading as Body Charge USA (BCI), delivers the service capabilities and scalable bandwidth to fully satisfy the business, functional, and technical requirements stated in the RFP—offering Navy Federal a one-stop, cohesive, and comprehensive solution that eliminates all of its administrative burdens for and objections to the current, fragmented seated massage program.

2.1 BCI – A Pioneer in Seated Massage

BCI is a national company that provides professional seated massage services for businesses, organizations, and special events—at their location.

Paul Guditis, a former commercial airline pilot, is the founder and President of BCI. Paul discovered early on the health and wellness benefits of massage. And the business benefits: less-stressed employees are happier, more energetic, and more alert. They perform better. They take fewer sick days. They stay with the company longer. They therefore save time and money and add to the bottom line.

Recognizing that those benefits could—and should—be brought to the workplace, Paul started BCI in 1995. BCI became one the originators and pioneers of seated massage.

Paul also recognized that this concept would succeed and be sustainable only if it were executed with the highest degree of execution and expertise, and with an unwavering commitment to quality. BCI hired only the finest, qualified and experienced therapists. Each prospect was rigorously vetted and qualified through a background check and a thorough interview. BCI continuously recruited top-tier therapists, giving it a deep and ready talent pool to meet growing customer demand.

BCI has kept faith with these principles and methods over the last 17 years, and they have been methodically tested, refined, and proved. BCI has grown into a nationwide industry leader.

Why Body Charge USA?

The current seated massage program imposes administrative and management burdens on NFCU that divert human resources—and cost money.

Body Charge USA offers Navy Federal a **one-stop, cohesive, and comprehensive solution** that eliminates all of these burdens, adding economic value beyond the recognized health benefits.



**Paul Guditis, Founder
and President, BCI**

2.2 BCI – Nationwide Reach, Proven Track Record

2.2.1 Current Locations

Arizona Phoenix Tucson	Florida Jacksonville Miami	Louisiana New Orleans Baton Rouge	Missouri St. Louis	Columbus	San Antonio
California Oakland/Berkeley Sacramento San Diego San Francisco San Jose Long Beach Los Angeles/ surrounding	Georgia Atlanta Alpharetta	Maryland Baltimore Bethesda	Nevada Las Vegas	Oregon Portland	Utah Salt Lake City
Colorado Colorado Springs Boulder Denver	Illinois Greater Chicago (including suburbs)	Massachusetts Boston Cambridge	New Mexico Albuquerque Santa Fe	Oklahoma Oklahoma City	Virginia Arlington Reston Herndon Vienna
	Indiana Indianapolis	Michigan Grand Rapids Detroit	New York/NJ New York City	Pennsylvania Philadelphia Pittsburgh	Washington Seattle Redmond Tacoma
	Kansas Kansas City	Minnesota Minneapolis St Paul	North Carolina Charlotte Raleigh-Durham	Tennessee Memphis Nashville	Washington DC
			Ohio Cincinnati Cleveland	Texas Austin Dallas Fort Worth Houston	Wisconsin

2.2.2 Client List

BCI has a lengthy, diverse, and national client list, demonstrating BCI's capability to support and satisfy a range of sizable clients in a multitude of settings and locales.

Auto	Fandango	Marketing/Advertising	Royal Oaks Elementary
Lexus	Retail	TBWA/Chiat Day	Accounting/Law
Mercedes Benz	Nordstrom	The Barbarian Group	KPMG
Chrysler	Tommy Bahama	On The Go Marketing	Holthouse Carlin & Van Trigt
Sports/Entertainment	The Spotted Pig	?What If! USA Ltd.	Tax Resolution Services
Los Angeles Kings	Hot Topic	AV Squad1	Hemmings Morse
Warner Brothers	Software	Edeleman	Legal Zoom
NBC Universal	Laserfiche	Client	Marsh
Cirque du Soleil	Sojo Studios	Kargo Global	Health Care
Cinesite	Advent Software	Wongdoody	Children's Hospital
MTV	CloverSites	Education	Anodyne Health Partners
The Orchard	Imaginary Forces	USC	Windsor Manor
Buzz Events	VMware	St. Johns University	Baxter Bioscience
Craig Murray Productions	Moxie Interactive	American Jewish University	Corporate Wellness Solutions
Hollywood Center Studios	Linkshare	American Musical & Drama	Mercer Health Benefits
Keaney Events		Academy	Lotus Clinical Research

2.2.3 Customer Reviews

A list of customer reviews is attached to this proposal as [Exhibit 2.2](#).

2.3 BCI's Seven Key Differentiators

- **Industry Pioneer. Industry Leader.** BCI pioneered seated massage 17 years ago and remains an industry leader.
- **National Reach and Scalability.** BCI serves a diverse roster of clients of various sizes and industries in 62 locales in 29 States (including DC). BCI can fulfill growing Navy Federal requirements.
- **Top Therapists.** BCI continuously recruits top-tier therapists—who are thoroughly vetted via background checks and in-depth interviews--nation-wide, giving BCI a deep, ready talent pool to meet growing customer demand in geographically diverse locales.
- **Market Presence.** BCI already has a presence in Virginia (including in Vienna) and in Florida; this positions BCI for a seamless transition to the new program.
- **Proven Track Record.** As the testimonials in [Exhibit 2.2](#) attest, clients give BCI the highest ratings for customer service and satisfaction.
- **Corporate Culture. Enduring Relationships.**
 - BCI recognizes that in every enterprise, people are the most valuable asset.
 - BCI is client-centered.
 - BCI seeks and cultivates enduring and enriching client and therapist relationships.

Why Clients Hire BCI: The Top 3 Reasons

1. **BCI is affordable.** We want to help you succeed, so we make your program or event affordable.
2. **BCI hires** only the most qualified therapists. All BCI therapists are carefully screened and interviewed to make sure they meet BCI's exacting standards.
3. **BCI therapists are true professionals.** They arrive promptly when scheduled, professionally dressed and ready to work.

- BCI is committed to top quality and continuous improvement by:
 - Staying current with developments in massage science and best practices.
 - Assertively seeking feedback from clients to identify areas to improve.
 - Tapping the “real world” expertise of its employees and therapists for data and new ideas.
- **Easy Web-Based Scheduling, Payments, and Data Tracking.** BCI will relieve NFCU of all administrative burdens and worries relating to this program. BCI will provide the best-in-class system for managing and administering the program:
 - Employees can easily book and paying for appointments via the web or smart phone.
 - Robust program data is tracked and readily imported, enabling customized reports.



A sampling of testimonials from current users of this system is attached as Exhibit 2.3.

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Section 3. Solution Overview

Navy Federal seeks a solution that meets its business, functional, and technical requirements. That solution must be simple to initiate, user friendly, intuitively designed, flexible, and easy for Navy Federal to manage and support. This section gives an overview to provide “big picture” context.

3.1. Overview of Proposed Solution

The current seated massage program is fragmented and spread among nine different vendors and contracts. The current program imposes administrative and management burdens in NFCU (including session scheduling, coordinating with vendors, co-pay administration, and reporting) that divert human resources—and cost money.

BCI'S Free Extras

BCI provides music, massage creams, aromatherapy and if requested, foot reflexology—all at no additional charge.

BCI's solution eliminates these problems and adds economic value beyond the recognized health benefits.

3.1.1 What BCI Will Provide

As part of the program, BCI will provide the following:

- *Massage Components*
 - Highly qualified, fully insured professional therapists at all program locations.
 - Possible retention of current therapists under current program to enhance seamless transition.
 - Nation-wide recruiting approach that enables expandable coverage in geographically diverse locales.
 - BCI provides music, massage creams, aromatherapy and if requested, foot reflexology—all at no additional charge.
- *Program Management Components*
 - All scheduling for and managing of therapists.
 - All behind-the-scenes program management, support, and administration.
- *Online System for Scheduling, Reporting, and Administration*
 - User-friendly, intuitive, and proven web-based 24/7/365 massage appointment scheduling and payment system for Navy Federal employees.
 - Mobile application is also available.
 - Employees automatically receive an email confirmation for each booked session, as well as email and text message reminders.
 - System accepts credit cards, debit cards, and gift certificates/credits for online payment.
 - Business reporting capabilities
 - NFCU administrators can view and print detailed schedules and usage statistics by therapist and location.
 - Data can be imported into an Excel spreadsheet for further manipulation by NFCU.
 - Administration
 - NFCU administrators can email all registered users.
 - End-to-end training and support, live via phone and via email.

This solution is based on tested and proven models and elements that have already supported nation-wide expansion and growth. Therefore, this solution has the scalability to expand to other Navy Federal locations nationally.

The BCI Solution: Reliable, Scalable

The solution described in this proposal is grounded in **tested and proven** models and elements that have already supported nation-wide expansion and growth.

This program can thus expand and grow with NCFU.

3.1.2 What Navy Federal Will Provide

As stated in RFP Section 2.3, NFCU will provide appropriate space for sessions and storing therapists' equipment, if BCI desires—**and nothing else**.

3.2. Billing Methodology

BCI's services will be billed and based on an hourly rate. The therapists are compensated by the hour for their time spent at Navy Federal. Here is exactly what Navy Federal will be billed for:

Minimum number of hours per therapist per visit	4
Therapist's break/lunch time	Yes, part of hourly charge
Open (not booked) time slots?	Yes, part of hourly charge
Cancellations?	No charge if cancelled on at least 24 hours' notice
Web-based scheduling	No extra charge
Data and Reports	No extra charge

BCI will bill Navy Federal monthly. Each bill will have a cost breakdown by location, date of sessions, and therapist.

Each Navy Federal employee will pay ■■■ for a 20-minute session and ■■■ for a 10-minute session (sometimes referred to below as "co-pays" or "co-pay amounts"). Each month, BCI will give Navy Federal a credit for the total co-pay amounts paid to BCI by Navy Federal's employees for their massages; this credit will be reflected on each bill.

Monthly Co-Pay Credit to NFCU

Each NFCU employee will pay ■■■ for a 20-minute session and ■■■ for a 10-minute session. Each month, BCI will give NFCU a credit for the total amounts paid by its employees.

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Section 4. Requirements

The information in this section demonstrates that BCI offers the key features and functions to provide the comprehensive solution sought by NFCU.

KEY

FC	=	Fully Comply with standard offering
PC	=	Partially Comply with standard offering (explain in text)
CC	=	Comply with custom solution (explain in text)
TC	=	Comply with third party solution (explain in text)
FC/TC	=	Full Comply via standard web-based scheduling system of USchedule (see footnote on page 8)
NC	=	Does not comply

4.1. General Requirements

Requirements	FC, PC, CC, TC, FC/TC or NC	Brief summary of how the system would meet each requirement. If functionality is not available, suggested substitutions are provided.
Company will provide massage therapists for Navy Federal's offices in Vienna VA, Winchester VA and Pensacola FL.	FC	BCI already has a presence in Vienna VA. Winchester VA and Pensacola FL would either be serviced by current therapists in the state/region, or new ones will be recruited according to BCI's standard method, using background checks and in-depth interviews.
Company has ability to potentially expand to other office locations as requested.	FC	As noted in Sections 2.1 and 2.2 above: – BCI already has nationwide reach and demonstrated scalability. – BCI constantly recruits, and is able to attract, top qualified therapists and as a result, BCI has an ever-expanding, ready reservoir of talent. This track record represents the template for expanding in existing MSAs—and into new markets.
Company will provide a dedicated group of professional, experienced therapists for each location and will replace any therapist upon request.	FC	This complies with standard BCI policy and practice for current clients.
If a regularly scheduled therapist is not available, company will provide an equally qualified substitute.	FC	This complies with standard BCI policy and practice for current clients.

Requirements (Continued)	FC, PC, CC, TC, FC/TC or NC	Brief summary of how the system would meet each requirement. If functionality is not available, suggested substitutions are provided.
Company will ensure that each therapist has the proper state licenses/credentials.	FC	This complies with standard BCI policy and practice for current clients.
Company will maintain insurance as outlined in Section 4.3.	TC	BCI requires that each of its therapists—in order to even work for BCI—carry insurance coverage that exceeds the requirements outlined in Section 4.3; a specimen certificate is attached to this proposal as <u>Exhibit 4.3</u> . NFCU can be added as an additional insured for those therapists working with NFCU employees.
Company/therapists will provide any equipment necessary for therapists.	FC	Yes. However, as stated in RFP Section 2.3, NFCU will provide appropriate space for sessions and storing therapists' equipment, if BCI desires.
Company will allow flexibility to reduce/increase hours based on utilization upon reasonable notification.	FC	As already noted, BCI has a large, expanding, and ever-ready reservoir of highly qualified therapists, and can deliver extra coverage as needed.
Company will allow current massage therapists to apply for a position with winning vendor, provided they meet the company's employment requirements.	FC	BCI is happy to hire therapists who meet BCI's high standards and comply with BCI's unwavering commitment to quality service for our clients.
Company will have therapists available as needed for occasional weekend and evening events.	FC	As already noted, BCI has a large, expanding, and ever-ready reservoir of highly qualified therapists, and can deliver extra coverage as needed.

User-Friendly Online Booking Interface



4.2. Online Booking System Requirements¹

Requirements	FC, PC, CC, TC, FC/TC or NC	Brief summary of how the system would meet each requirement. If functionality is not available, suggested substitutions are provided.
Navy Federal will subsidize this program. Therefore, we desire to have your online system collect a partial fee from employee and bill the balance to Navy Federal in the monthly invoice.	FC/TC	Standard as part of the system.
An employee's registration should be tied to their work location (so they are only able to schedule an appointment at their own work location).	FC/TC	Standard as part of the system.
Employee should be able to choose their location and see each therapist's name and available appointment times for that location when booking a session.	FC/TC	Standard as part of the system.
Employee should be able to save preferences.	FC/TC	Standard as part of the system.
System will email a confirmation to employee after booking is made.	FC/TC	Standard as part of the system.
Employee can select option to receive an email reminder.	FC/TC	Standard as part of the system.
For employees who opt in to receiving email reminders, System will email employee a reminder by 7 a.m. of day prior to appointment (except for same day appointments).	FC/TC	Standard as part of the system.
With at least 24 hour notice employee can cancel appointment for a full refund or can reschedule.	FC/TC	Standard as part of the system.
System will have the capability for massage gifts (ex: gift certificate, transferable credits or voucher). Please describe the process for purchasing and redeeming gift massage purchases.	FC/TC	Standard as part of the system.

¹ BCI will satisfy these requirements through USchedule (<http://www.uschedule.com>), a software-as-a-service (SAAS) provider that provides a behind-the-scenes, *intuitive, easy-to-use, and customizable web-based scheduling system* that will allow employees to easily book appointments via the web through a seamless interface, or via smart phone (through a mobile application) 24/7/365.

Requirements (Continued)	FC, PC, CC, TC, FC/TC or NC	Brief summary of how the system would meet each requirement. If functionality is not available, suggested substitutions are provided.
System will have reporting capabilities for Navy Federal administrators (ex: view and print detailed schedules and usage statistics reports by therapist, location, etc.).	FC/TC	Standard as part of the system.
System will have the capability to extract booking information into an Excel spreadsheet for further manipulation by Navy Federal.	FC/TC	Standard as part of the system.
System should have capability for administrators to email all registered users.	FC/TC	Standard as part of the system.
System will allow for 20 minute sessions at all locations as well as 10 minute sessions in some locations specified by Navy Federal.	FC/TC	Will be built in to the system.
Company will have a toll-free number employees can call during regular working hours if they are having problems with the online booking system.	FC/TC	End-to-end support and training will be provided. Live-person phone support will be available at all times during all business hours. Email support will also be available.
Navy Federal will be able to test the online system as part of the selection process.	FC/TC	To demonstrate and test the system, a representative from USchedule will attend BCI's presentation to NFCU, either in person or via online video conference.
Company will provide user instructions for their online registration system which can be posted to Navy Federal's intranet site.	FC/TC	Standard as part of the system.
Company will provide a dedicated point of contact for system changes.	FC	BCI will interact as necessary with USchedule.
Company shall provide training for Navy Federal's system Administrator(s).	FC/TC	Standard as part of the scheduling service and system.



**Mobile Application
Offers Easy Scheduling**

4.3. Insurance Requirements

As previously noted, BCI's therapists are required, at all times while they are working for BCI, to maintain Commercial General Liability insurance as follows:

ANNUAL AGGREGATE..... ██████████
 PER OCCURRENCE LIMIT..... ██████████
 PRODUCTS-COMP/OP..... Included
 PROFESSIONAL LIABILITY..... Included
 GENERAL LIABILITY..... Included; covers personal injury (including libel and slander)
 FIRE LIABILITY LIMIT ██████████

See [Exhibit 4.3](#) for a sample Certificate of Insurance. That insurance will remain in place to cover the performance of services described in this proposal.

Proof of current professional liability insurance for each therapist rendering services to Navy Federal, listing Navy Federal as an additional insured, will be provided to Navy Federal's designated representative before services begin and when renewed thereafter.

Section 5. Implementation

This Section describes the implementation process for the seated massage program described in this proposal.

Step 1	Ascertain technical requirements for transferring current NFCU seated massage data (employees, email addresses, other relevant information).
Step 2	Work with NFCU personnel to import data into the new system.
Step 3	Test online booking system.
Step 4	Formal training for NFCU administration: 60-90 minutes • Customer database – navigating database • Reporting – importing and manipulating data
Step 5	Announce the new program/online booking system by sending an email to NFCU employees similar to the one shown in the text box opposite.

Welcome Email to NFCU Employees

Dear _____:

We are Body Charge, the new provider of Navy Federal's seated massage program.

To serve you better, we've launched a new online booking system. Beginning today, your appointments will be booked through the new system.

Getting started is easy. Go to our online booking page and log in by clicking the "log in" link in the gray bar above the scheduler. Log in using the following personalized credentials:

Username: _____

Password: _____

Once you've logged in, please change your password ([click here for instructions](#)). Also take a few minutes to check out the new system—it's convenient and easy to use.

To book your appointments from now on, simply log in at BodyCharge.USchedule.com. For help changing your account options or making an appointment, please [click here](#).

Thanks for choosing Body Charge!

² The limits listed exceed those stated in the RFP: ██████████ Per Occurrence and ██████████ General Aggregate. Please note, however, that Medical Malpractice and Advertising Injury, which are mentioned in the RFP, are not applicable to this engagement and therefore are not included in the coverage described here.

Section 6. Support

6.1. Support Processes

Define the hours of availability of BCI's help desk.	9:00 am PST to 5:00 pm PST
Indicate where BCI's help desk resources are physically located (all locations) and whether they are employees, contractors, or an outsourcing partner.	BCI Customer Service (Help Desk): ████████████████████ ██████████ ████████████████████ ██████████ Outsource Partner - Online Scheduling Customer Service (Help Desk): ██████████ ████████████████████ ████████████████████ ██████████ ██████████
Describe the process for accessing BCI's help desk and escalating issues.	BCI is committed to provide easily accessed, burden-free services that will deliver a positive, health- and performance-boosting experience for NFCU and its personnel. This commitment also means that BCI will make it easy for NFCU and its personnel to communicate and get prompt resolution of any issues that arise. Step 1 Any issues encountered should be immediately referred to BCI at ██████████, or via email to ██████████ Step 2 BCI will promptly address the issue, and if the issue relates to the scheduling system, BCI will promptly interact and coordinate with USchedule until the issue is resolved. USchedule is available to BCI via phone and/or email for any support needed. A live person answers the phone at all times during business hours. Step 3 If the issue is more technically involved, or otherwise on request, BCI will arrange and moderate a direct conference call between NFCU and USchedule.

6.2. *Ongoing Support*

BCI is client-centered. Our corporate culture is to provide unsurpassed—and worry-free—quality and reliability for our clients. We seek and cultivate enduring and enriching client relationships.

At the same time, BCI, like NFCU, recognizes that our people are our most valuable asset. We therefore also seek enduring and enriching relationships with our people.

Integral to our culture of unwavering quality is a commitment to continuous improvement.

- BCI monitors developments in medical research about the benefits of massage and improved massage techniques.
- BCI assertively communicates with, and seeks feedback from clients to find out what works and what doesn't, so we can identify areas to improve.
- BCI taps the expertise and experience of its employees and therapists—the people who actually performing the work where the work is performed—for “real world” data and new ideas.

BCI: Lasting Relationships. Winning with People

BCI seeks and cultivate enduring client relationships.

At the same time, BCI—like NFCU—recognizes that our people are our most valuable asset.

BCI therefore also seeks enduring relationships with our people.

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Section 7. Vendor/Supplier Information and Background

7.1. Vendor Background and Information

Company legal name and headquarters location	Body Charge, Inc. [REDACTED] [REDACTED] [REDACTED]
Location of sales and service resources that will support Navy Federal.	Therapists: TBD BCI Customer Service: [REDACTED] [REDACTED] [REDACTED] [REDACTED] Online Scheduling Customer Service: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Size of staff and how distributed across sales, service and other areas.	Paul Guditis – President [REDACTED] – Vice President [REDACTED] – Accounts Payable [REDACTED] – US Schedule Customer Service BCI uses approximately 100 massage therapists across the country to provide on-site massage services.
Brief history including founding year, initial focus, and length of time delivering the services proposed.	BCI is a pioneer of seated massage. BCI was founded in 1995 based on the idea that the recognized health, wellness, and productivity benefits of massage should—and easily could—be brought to the workplace. BCI remains committed to mitigating and preventing workplace stress-related conditions and diseases, and thereby increase performance and business results. For a more detailed explanation, see Section 2 above.
Relationships with subcontractors, partners, and other related companies	As previously mentioned, USchedule will be BCI's web-based scheduling provider.
Recent financial statements such as annual reports.	Attached to this proposal as <u>Exhibit 7.1-1</u> is the most recent financial information for BCI and its principal, Paul Guditis.
Recent corporate credit reports. (e.g. Dun and Bradstreet)	BCI's most recent Dun and Bradstreet report is attached to this proposal as <u>Exhibit 7.1-2</u> .
Business recovery/continuity plans	Not applicable to this engagement.
Evidence of appropriate insurance coverage.	As previously noted, individual therapists carry appropriate coverage in excess of the RFP's requirements. See Sections 4.2, 4.3, and <u>Exhibit 4.3</u> .

7.2. References

Below are four references that have contracted for similar BCI services. These clients represent a range of demands and volumes. These clients are willing to answer questions concerning BCI's performance and services.

Reference #1	
Company name	[REDACTED]
Contact name	[REDACTED]
Company address	[REDACTED] [REDACTED] [REDACTED]
Contact telephone number	[REDACTED]
Contact e-mail address	[REDACTED]
Date of most recent use of BCI services	[REDACTED]
Frequency of use	BCI has provided massage therapists nationwide over the last 7 years. They call on BCI quite frequently depending on their needs; peak season is usually late summer, fall, and winter.
Reference #2	
Company name	[REDACTED]
Contact name	[REDACTED]
Company address	Corporate address: [REDACTED] [REDACTED] Local Address: [REDACTED] [REDACTED]
Contact telephone number	[REDACTED]
Contact e-mail address	[REDACTED]
Date of most recent use of BCI services	[REDACTED]
Frequency of use	Baxter calls BCI when employees suffer from RSIs (repetitive stress injuries) from working on assembly lines—tendonitis, carpal tunnel, and low back problems. The last stint ran from [REDACTED]. BCI provided services for 12 hour shifts, 5 days per week.

Reference #3

Company name	████████████████████
Contact name	██████████
Company address	Worldwide Headquarters: ████████████████████ ████████████████████
Contact telephone number	██████████
Contact e-mail address	████████████████████
Date of most recent use of BCI services	██████████
Frequency of use	Twice per month since █████

Reference #4

Company name	██████████
Contact name	██████████
Company address	████████████████████ ██████████ ████████████████████
Contact telephone number	██████████
Contact e-mail address	████████████████████
Date of most recent use of BCI services	██████████
Frequency of use	Twice per month

National Program Case Study: The Taste of Lexus Tour

Summary

To promote new models, and entice people to test-drive them, Lexus Automobiles planned a multi-media tent campaign in 14 major cities across the US. Each event would last for two days (Saturday and Sunday)

The Assignment

BCI was hired to create a spa-like atmosphere inside the tents in all 14 cities, including gourmet food, Wilson Sports, and other high-end vendors. BCI would provide (1) chair massage, (2) reflexology, (3) hot stone chair massage, and (4) aromatherapy.

The Challenge

To recruit and coordinate massage therapists (including therapists competent in hot stone technique), reflexologists, and equipment simultaneously for two separate tours.

The Solution

BCI aggressively sought out qualified therapists for this assignment, through the use of massage schools, referrals from current therapists, and local spas, and interviewed all candidates.

BCI's President, regional managers, and lead therapists conducted these interviews and also required a hands-on demonstration of the therapist's skill level and overall demeanor.

The required equipment, including massage chairs, hot stone heaters, and reflexology recliners, were packed in road cases and moved by truck. Equipment was set up before the therapists arrived.

7.3. Contract

Attached to this proposal as Exhibit 7.3 is BCI's standard contract for clients hiring BCI.

Section 8. Pricing

The table below list BCI's per hour rate for its services, broken down by each current NFCU location covered by the RFP.

Location	Cost*	Unit	Comments/Optional Items
Headquarters (Vienna, VA)	■■■■	per hour	BCI uses music, massage creams, aromatherapy, and on request can provide foot reflexology—all at no additional charge.
WCC (Winchester, VA)	■■■■	per hour	
GPO (Pensacola, FL)	■■■■	per hour	

* Each NFCU employee will pay ■■■■ for a 20-minute session and ■■■■ for a 10-minute session. As described in Section 3.2 above, these payments will be credited against and deducted from the amounts billed to NFCU.

BCI recognizes that pursuant to Section 1768 of the Federal Credit Union Act, NFCU is exempt from all Federal, State, and local taxation, except taxes on real estate. Amounts representing taxes from which NFCU is exempt will not be added to any price proposal or invoice submitted to NFCU in connection with any agreement with BCI.

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EXHIBIT 2.2

Customer Reviews – BCI

Excellent

★★★★★ [REDACTED] by Marguerite - Holthouse Carlin & Van Trigt Los Angeles

“Body Charge massage therapists have been helping us get through our busy tax seasons for several years now. There's nothing like a wonderful chair massage after hours of sitting in front of a computer screen!

Corporate Health/Wellness Expos

★★★★★ [REDACTED]

“Body Charge has been essential in helping us staff chair massage therapists for events across the country! Therapists are always professional, punctual and friendly. Employees always provide wonderful feedback, and this has become a staple at all of our Health/Wellness expos!

Staff Benefits

★★★★★ [REDACTED]

“We provided Body Charge massage therapists for our NYC office and everyone that walked away from their massage was so much more relaxed. "Heavenly", "Amazing", and "Soooo good" were terms often used to describe their experience. I highly recommend using them to re-charge your office!

Benefits Manager

★★★★★ [REDACTED]

“Body Charge has sent a team to several of our company vendor fairs. Their therapists are always on time, smile and do an amazing job. We were so pleased with their service that we decided to request one of their therapists join us on site once a month. We couldn't be happier with their dedication, professionalism and commitment to our company and employees. We look forward to working with Paul from Body Charge and his team of therapists in the future.

BCI customer reviews are continued on next page.

██████████ Studios New York

★★★★★

“

Body Charge provided our NYC office with an excellent therapist who comes every other week. We really appreciate Paul's professionalism, the fair price and great service, and our therapist, Karen!

██████████ Trade Show Manager

★★★★★

“

The massage therapists that Body Charge has been giving us for our tradeshow are very professional and friendly to our staff and attendees that stop by our booth. They pay attention to detail and know how to make the attendees feel special. We will definitely be working with Body Charge again for our upcoming shows.

██████████ Worldwide New York

★★★★★

“

I've used Body Charge to help staff reflexologists at two trade conferences. The process was always painless and Paul does everything he can to make sure you get exactly what you need for a very fair price. The therapists were punctual and professional and earned rave reviews from everyone who sat in their chairs!

██████████ Law - Oakland, Ca.

★★★★★

“

We have been using Body Charge for massage therapists for over 10 years. Our current weekly massage therapist has been with us for approximately 4 1/2 years. Everyone adores her. She is reliable, punctual, pleasant, and very skilled. I have been pleased with the services we have received from Body Charge.

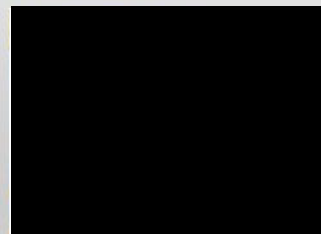
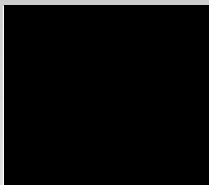
Sincerely,

██████████
Director, Human Resources

EXHIBIT 2.3

Customer Reviews – Web-Based Scheduling and Payment System

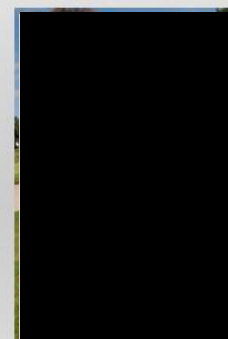
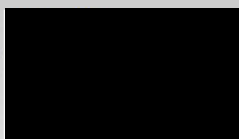
USchedule has been great to work with, they have been very thorough with the transition from my old scheduler and helpful in training me on their system, USchedule is easy to use for both the instructor and the student, and I really like how it seamlessly integrates with my current website. The staff was very in tune with my needs and I was really impressed with the way they listened to my specific requests and made accommodations for them as they set up my account. I'm excited about a lot of the new features that will help me stay in better touch with my database- it will surely be one of my more powerful business tools going forward!



I wanted to tell you that I think the product is TRULY amazing and is making my business life 100% better and streamlined.

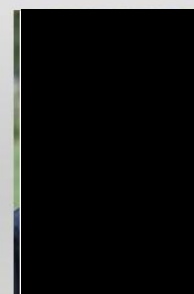
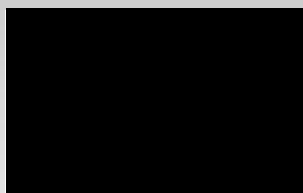
I am loving the email marketing system and the analysis data that comes with it. My clients are thrilled with the video upload to their locker as finally they don't have to look for the CDs. They also love the fact that they can review their lesson on the devices whilst they are practising on the range to remind themselves.

I have been looking for something like this for 2 years and I'm so pleased I discovered USchedule.



The customization that USchedule provides to me when setting up the calendar is so unique and is a great benefit to making the system coordinate with my business.

Just like I am always trying to improve as a teacher, coach and communicator, the people at USchedule are always trying to improve their product and service. Anytime I think of something that would benefit my students with regard to the scheduler, they are always willing to implement it. There's no question the system is very user friendly. With more options that more easily allow the student to book a lesson, all of my students are enjoying using USchedule. USchedule - the online calendar of the [REDACTED] Golf Academy.

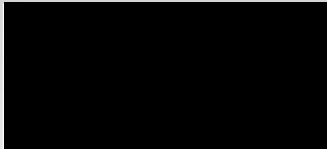
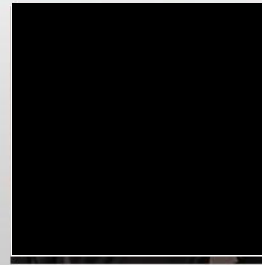


Customer reviews continued on next page.

Just so you know I ask my students regularly how they like the service, is it easy enough, fast enough... all responses have been incredibly favorable. AWESOME!!!!

I also love the phone aspect and feel so honored that you took the initiative to develop the service for Blackberry users. What company serves at that level in this day and age??

I am most impressed with USchedule and how easy and effective it is to use!! I was with a competitor for many years and from my initial contact with USchedule, through the change over to the present I have been served at the highest level one could imagine. The customer service, the communication, the attention to detail and the system capabilities are second to none and the price point is reasonable. There is always prompt, courteous assistance should it be necessary. Ross Langager and Dani Dawson have been professional, helpful and so kind; they even encourage input to make the system be most effective for me to be successful in my lesson business. I recommend USchedule without reservation to all I come in contact with and look forward to many years ahead in this positive relationship.



I switched a large teaching facility to USchedule in [REDACTED] USchedule's professional staff made the transition easy, and they coached all of the instructors through the different features and changes. The ease of moving lessons around, as well as the ease for the student made the move to USchedule seamless. I changed facilities in [REDACTED] and asked USchedule to be my scheduler partner at this new facility. The ease of the move was amazing! USchedule even imported my students from one system to the other, provided help with creating new accounts for the members at the new facility, and added other separate student databases I had. Additionally, the training they provided for their integrated email marketing has made communicating with my students efficient and has produced immediate income. The email marketing has helped immensely in introducing myself and my programs to the members at the new facility. The most important thing to me though has been the email marketing campaign results. I can now monitor my email campaigns to see who has opened my emails, how many haven't, and how many students have booked as a result of the emails sent. The whole system has resulted in better marketing and more revenue for our facility. I have, and will continue to highly recommend USchedule to fellow teaching professionals to use for all their online scheduling needs.

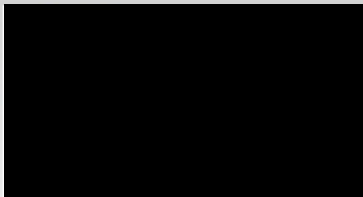
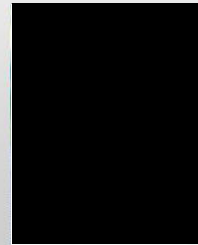
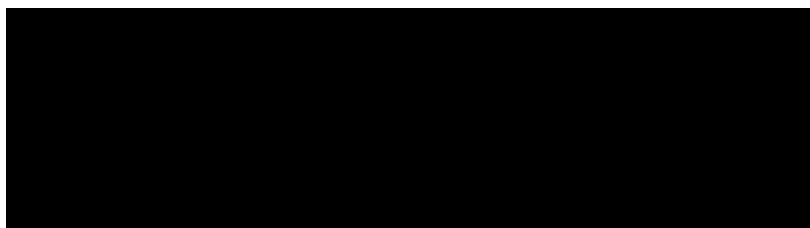


EXHIBIT 7.1-1
BCI's Most Recent Financial Information



(Attached)

EXHIBIT 7.3
BCI's Standard Client Contract

(Attached)

BCI SERVICE AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, **2013** by and between _____, whose principal offices are located at _____ ("**Client**") and **Body Charge Inc.**, a California corporation located at 12930 Ventura Blvd. #916, Studio City, CA 91604 ("**BCI**").

WHEREAS, Client wishes to have BCI provide massage therapist staffing and related services for Client, with respect to the Onsite Massage Program, and BCI is ready, willing and able to render such services for compensation; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and with the intent to be legally bound, Client and BCI hereby agree as follows:

Section 1. SERVICES AND COMPENSATION

1.1. Scope of Services. BCI agrees to provide Services for Client upon Client's reasonable request for such Services, as specified and under the terms and conditions described herein. BCI agrees to provide certified massage therapists to render head, neck, and shoulder massages to employees of Client at the locations specified on Exhibit A attached hereto, and at such other locations as the parties hereto may mutually agree (the "Location" or "Locations"). Client shall specify to BCI the precise office, room, or other area within each Location where such services are to be rendered, which shall be an area reasonably suitable for the services contemplated hereunder. The area within each Location may be changed from time to time by Client upon reasonable notice to BCI.

1.2. Compensation. Client shall pay BCI for the services rendered hereunder at the rate of \$_____ per hour. Billable hours will consist of the following:

- A.** All hours scheduled between Client and BCI for which BCI's therapist is/are available and which have not been cancelled at least twenty-four (24) hours in advance; and
- B.** All additional hours for which BCI's therapist have rendered massage therapy services at Client request, regardless of advance scheduling

The minimum monthly billing during the term of this Agreement shall be _____ hours. Billings will be due within thirty (30) days of receipt of BCI invoice.

1.3. Independent Contractor Status. BCI is an independent contractor under this Agreement. BCI shall be responsible for paying all applicable federal, state and local payroll taxes, including without limitation income, employment, self-employment, occupational and other taxes. BCI is free to hire or contract with third parties in fulfilling BCI's obligations hereunder, provided such third parties are appropriately qualified to perform the requested work on the project and comply with the applicable provisions of this Agreement. BCI agrees to stop any third party from performing work for BCI hereunder if Client or its clients reasonably determine that such third party's qualifications or provision of services are unsatisfactory. Neither Client nor its clients shall be liable for their reasonable exercise of this determination regarding third parties. BCI shall not be nor hold itself out to be an employee, agent, partner, franchisee or joint venturer of Client.

1.4. No Authority to Bind Client to Contracts. BCI has no authority to enter into agreements on behalf of Client or to make any contract or commitment purporting to bind Client.

1.5. BCI Warranties. BCI warrants that:

- A. It is currently a valid corporation authorized to do business in its place of domicile;
- B. It will comply with all applicable laws and regulations;
- C. By entering into this Agreement, it will not violate the contractual or other rights of any third party;
- D. Its services will be performed in a professional, competent manner, satisfactory (within the bounds of reasonableness) to Client and its customers.

Section 2. AGENTS AND EMPLOYEES TO COMPLY WITH THIS AGREEMENT.

Both parties agree to require its agents, employees and contractors to agree to be bound by terms similar to and consistent with the terms to which both parties are subject under this Agreement.

Section 3. INSURANCE.

During the term of this Agreement, BCI agrees to obtain and maintain (or cause to be obtained and maintained) in force policies of insurance, written on an occurrence basis, reasonably adequate for the circumstances of its performance pursuant to this Agreement. Client shall indemnify, defend and save harmless BCI from and against any and all liability, cost or expense, arising from injury or damage during the term of this Agreement to persons and/or property occasioned in whole or in part by any act or omission of Client.

3.1 Confidentiality.

A. **Obligation to Hold Proprietary Information in Confidence.** Both parties understand that certain information that BCI may receive, see, or hear while at Client, will be Proprietary Information to Client. Such information includes but is not limited to (i) the fact that Client is conducting research in any particular area or intends to develop or market any product; (ii) the terms of this Agreement or any agreement Client may have (or may be negotiating) with any third party; (iii) non-public information concerning the business or finances of Client; and (iv) any other information the disclosure of which might harm or destroy a competitive advantage of Client (all of (i) through (iv) shall be referred to as "Proprietary Information". BCI shall not, either during or subsequent to the Term of this Agreement, directly or indirectly, disclose any Proprietary Information of Client, nor shall BCI copy or use any Proprietary Information, except for the purpose of carrying out this Agreement. BCI shall not, either during or subsequent to the Term of this Agreement, directly or indirectly publish any such information without prior written authorization from Client. BCI shall not perform services for direct competitors of Client during the term or after the termination of this Agreement, that would require the use of any trade secrets and/or confidential or proprietary information of Client. BCI understands and agrees that his/her obligation to hold the proprietary information of Client confidence survives the termination of this Agreement.

Section 4. TERM AND TERMINATION.

4.1. Term. The term of this Agreement shall commence upon the date hereof, and shall continue hereafter for an initial term of _____ and may be renewed for a successive _____ term if agreed to by both parties in writing. Notwithstanding the foregoing provisions, however, either party may terminate this Agreement in the event of the other party's non-performance of a material term or condition, following five (5) days prior notice in writing and opportunity to cure. This Agreement shall also terminate immediately upon the following terms and conditions:

- A. Mutual agreement of the parties herein;
- B. The dissolution of either party.

4.2 Exclusivity. From the date hereof until termination of this Agreement, Client agrees that BCI shall be the sole provider of the services that are the subject of this Agreement massage services to Client's employees at the Locations. Client further agrees that in the event it terminates this Agreement as provided in Section 4.1, then it shall not directly retain the services of any of BCI's massage therapist who has rendered services under this Agreement, for one (1) year following the termination date of this Agreement.

4.3. Amounts Payable Upon Termination. Upon termination of this Agreement, all amounts due and owing between the parties shall be immediately due and payable. Upon termination of this Agreement, in whole or in part, unless otherwise provided in the Statement of Work, BCI shall be entitled to payment to the extent of services provided in accordance with this Agreement prior to the date of termination and BCI shall be compensated for partially completed services provided in accordance with this Agreement on a pro-rata basis, based on the portion of services completed, and in accordance with any estimates provided in connection therewith. Upon receiving notice of termination, BCI agrees to take all reasonable measures to mitigate its fees, expenses and third party fees. Upon termination of this Agreement, in whole or in part, BCI shall be reimbursed for reasonable expenses authorized and incurred hereunder to the extent such expenses were incurred in reasonable anticipation of providing the Services; provided such expenses have been mitigated as provided in this Agreement.

Section 5. GENERAL PROVISIONS.

5.1. Non-Assignability. Neither this Agreement nor any rights or obligations of BCI or Client hereunder shall be assignable or transferable by BCI or Client, in whole or in part, by operation of law or otherwise, without the prior written consent of Client or BCI, as the case may be; provided, however, that Client shall have the right to assign this Agreement to an affiliated entity.

5.2. Amendments; No Waiver. BCI and Client acknowledge, respectively, that this Agreement cannot be modified except by a writing signed by both BCI and Client. Failure by either party to insist upon strict compliance with any of the terms and conditions hereof shall not be deemed a waiver of such terms or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time. No such failure or waiver shall in any way affect the validity of this Agreement.

5.3. Insertions; Deletions and Changes. Any strikeouts, insertions, changes and additions hereto if initialed by the parties were approved and consented to by the parties prior to the execution and delivery of this Agreement.

5.4 Expenses. Except as otherwise expressly provided in this Agreement, each party hereto shall pay its own expenses and costs incurred in connection with the negotiation and consummation of this Agreement.

5.5. Survivability. The covenants, terms and provisions of this Agreement and the rights of the parties hereunder shall survive the termination of this Agreement to the extent any such covenant, term, provision or right reasonably requires performance or forbearance of an act or obligation, or survival of such covenant, term, provision or right, after the termination hereof.

5.6. Notice. Any notice or other instrument authorized or required to be given or furnished under this Agreement shall be given in accordance with one of the following manners and shall be deemed to have been validly served, given or delivered on the day of hand delivery, delivery charges prepaid, or three days following deposit in the United States mails, certified mail, return receipt requested with proper postage prepaid, or one day following deposit with Federal Express or a comparable overnight courier, delivery charges prepaid, and addressed to the party to be notified as follows:

If to Client, to: _____

Attention: _____

If to BCI, to: Body Charge, Inc.
12930 Ventura Blvd. #916
Studio City, Ca. 91604
Attention: Paul Guditis, President

Either party may change the address to which any such notice or other instrument is to be delivered or mailed by furnishing written notice of such change to the other party, but no such notice of change shall be effective until ten days after receipt by such other party.

5.7. Severability. If any provision or clause of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision or clause of this Agreement.

5.8. Governing Law. This agreement shall be governed, and the rights and duties created thereby shall be interpreted and enforced under and in accordance with the laws of the State of California. The parties acknowledge that this is a California contract; that BCI and Client have engaged in business in California.

5.9. Complete Agreement. BCI and Client agree, respectively, that this Agreement is the complete and exclusive statement of any and all agreements, understandings or communications between the parties and supersedes any and all proposals and prior agreements of understandings, whether written or oral, regarding the matters that are the subjects of this Agreement.

5.10 Remedies. Nothing contained herein is intended to or shall be construed so as to limit the remedies which any party hereto may have against any other party hereto in the event of a breach by any party of any representation, warranty, covenant or agreement made under or pursuant to this

Agreement, it being intended that any remedies shall be cumulative and not exclusive. Company shall have the right to enforce this Agreement, in all of its provisions, by injunction, specific performance, or other relief in a court of equity.

5.11. Attorneys' Fees and Costs. In the event any action is instituted by a party hereto relating to any of the terms or provisions hereof, or in any appeal therefrom, the party substantially prevailing in such action shall be entitled to such reasonable fees, costs and expenses as may be fixed by the Court.

5.12. Post Judgment. In addition to any amount received as attorneys' fees, the prevailing party or parties also shall be entitled to receive from the party or parties held to be liable, an amount equal to the attorneys' fees and costs incurred in enforcing any judgment against such party or parties. This Section is several from the other provisions of this Agreement and survives any judgment and is not deemed merged into any judgment.

5.13. Titles, Headings and Interpretation. Titles and headings of sections, subsections, and other parts of this Agreement are for convenience only and are not intended to govern or interpret the provisions of this Agreement. The provisions themselves shall control.

5.14 Successors and Assigns. This agreement shall be binding upon and inure to the Benefit of the parties hereto and the permitted successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Body Charge Inc.

Client: _____

By: _____
Signature

By: _____
Signature

Name

Name

Title

Title

Date: _____

Date: _____

EXHIBIT A

Locations