

CITY OF BOULDE
PARKS AND RECREATION ADVISORY BOARD AGENDA ITEM

MEETING DATE: October 26, 2015

AGENDA TITLE: Public Hearing and Consideration of a Motion to Approve a Service Agreement with Gonzo Tennis, Inc to Provide Tennis Programs at City of Boulder Tennis Courts and Gymnasiums.

PRESENTERS:

Yvette Bowden, Director, Parks and Recreation
Therron Dieckmann, Deputy Director
Dean Rummel, Recreation Manager, Programs and Partnerships
Erynn Simone, Recreation Supervisor, Programs and Facilities

EXECUTIVE SUMMARY:

The purpose of this item is for the Parks and Recreation Advisory Board (PRAB) to review and consider the approval of a multi-year Services Agreement (Attachment A) with Gonzo Tennis, Inc (Gonzo). The term of the proposed agreement is from January 1, 2016 through December 31, 2018.

In September 2015, a Request for Proposal (RFP) was issued seeking contractors to provide tennis programming services for the Boulder community. One proposal was received by the September 21, 2015 deadline and a staff committee reviewed the proposal and recommended the contract be awarded to Gonzo Tennis, Inc based on the quality of the proposal and the contractor's past experience with community tennis programming.

The attached Services Contract defines the relationship between Gonzo Tennis, Inc and the City of Boulder, including Scope of Work and Performance Benchmarks (Attachment A).

STAFF RECOMMENDATION:

Staff recommends that the PRAB approve the Agreement and authorize the City Manager to make minor amendments prior to or during the term of this agreement in order to ensure that tennis programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

Suggested Motion Language:

Staff requests PRAB's consideration of this matter and action in the form of the following motion:

Motion to approve the Services Contract for a Recreation Program between the City of Boulder Parks and Recreation and Gonzo Tennis, Inc and authorize the City Manager to make minor amendments prior to or during the term of this agreement in order to ensure that tennis programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

COUNCIL FILTER IMPACTS

Economic: Tennis programming is a community service that provides recreational opportunities for the Boulder community. The city will pay Gonzo Tennis, Inc on the basis of fees collected from participants based on a 60/40 revenue split with 40 percent to the city.

Environmental: The tennis program is offered in safe and environmentally friendly places for residents to learn and practice tennis. With bike path and bus route access, alternate modes of transportation are available. Gonzo will collaborate with tennis participants and the city regarding volunteer tasks to help maintain the courts and surrounding areas.

Social: Tennis courts are valued recreational facilities and gathering place for all levels of players. Community members have shown support for community tennis programming through participation in previous city tennis programs offered through Gonzo Tennis, Inc.

OTHER IMPACTS:

Fiscal: This agreement will include volunteer responsibilities assigned to Gonzo Tennis, Inc that would otherwise be performed by department staff (e.g., trainings, community outreach and special events). Scholarship opportunities and outreach will be generated through special events and additional resources.

Staff time: Annually, the execution of this agreement will save many hours of staff time performing and managing programming, scheduling and maintenance duties. An existing staff member will be responsible for contract management.

ANALYSIS:

Gonzo Tennis, Inc has provided the city's tennis programming from 2007-2015 while serving all tennis disciplines, ages and abilities. In conjunction with an increase in participation numbers, Gonzo Tennis, Inc has been committed to serving the youth of the Boulder community.

The following table demonstrates youth participation in city tennis programming by year as a percentage of total participation:

Year:	Participants:	% of Youth Serviced
2006 (COB Internal Ops)	528	144 = 27%
2007 (start of Gonzo Tennis)	1,153	941 = 82%
2008	1,502	1,186 = 79%
2009	1,357	1,089 = 80%
2010	1,282	1,032 = 80%
2011	1,604	1,333 = 83%
2012	1,520	1,186 = 78%
2013	1,523	1,168 = 77%
2014	1,570	1,147 = 73%
2015 (10/06/15)	1,297	950 = 73%

In 2015, as part of their 2015 Program Management, Gonzo Tennis, Inc conducted an annual evaluation survey. Survey results indicated:

- 90% rating of the program as “satisfied” to “very satisfied”.
- 60% of participants found the most important benefit of participating in tennis programming was learning a new skill.
- 84% of respondents stating that it is the one activity they would least likely give up.

The city’s prior agreement with Gonzo Tennis, Inc will expire on December 31, 2015 and the city desires to continue go provide the community with high quality tennis programming.

The department and the City Attorney negotiated in good faith with representatives from Gonzo Tennis, Inc to develop the agreement.

ATTACHMENTS:

Attachment A: Services Agreement with Gonzo Tennis, Inc to provide Tennis Programming Services

CITY OF BOULDER
SERVICES CONTRACT FOR A RECREATION PROGRAM
CITY OF BOULDER PARKS AND RECREATION

THIS CONTRACT made and entered into this 1st day of January, 2016, by and between the CITY OF BOULDER, (“City”), and Gonzo Tennis, Inc., a Colorado corporation, (“Contractor” or “Gonzo Tennis”).

RECITALS:

A. The City is desirous of contracting with the Contractor for services associated with the operation of a Recreation Program to provide tennis programming and instruction at various locations on behalf of City of Boulder Parks and Recreation for the period from January 1, 2016 to December 31, 2018 (the “Recreation Program”).

B. Contractor submitted the lowest and best bid for said services and agrees to perform the Services as set forth in this Contract. The Contractor is fully qualified to perform the services needed by the City in connection with the Recreation Program.

COVENANTS

In consideration of the terms, conditions and covenants herein stated, the parties agree as follows:

1. SCOPE OF WORK

1.1 The City agrees to use the Contractor's services in connection with the Recreation Program for the period from January 1, 2015 to December 31, 2017, inclusive, and the Contractor covenants and agrees to provide said services as required and requested by the City during said period. The City reserves the right to extend the Contract for up to two (2) additional one-year terms as mutually agreeable by both parties in writing with conditions remaining constant. Contract renewals shall be in writing and signed by both parties.

1.2 The City will provide the tennis facilities for the operation of the Recreation Program, which facilities include the South Boulder Recreation Center located at 1360 Gillaspie Drive, the North Boulder Recreation Center located at 3170 Broadway, the East Boulder Recreation Center which is located at 5660 Sioux Drive, and the Centennial Tennis Courts which is located at 2401 Norwood (“Facility”). Depending on Facility availability, the City may: (i) provide additional tennis court locations and (ii) request that Contractor conduct tennis classes during the winter months for children ages 3-10. If the City has Facility availability, Contractor agrees to provide the additional Recreation Program. Contractor is responsible for maintaining the Facility in a clean and orderly fashion. Facility space will be provided by the City based on historical use for the Recreation Program.

1.3 In connection with the Recreation Program, the Contractor shall undertake the duties and responsibilities and provide the services described in **Appendix A**, “Scope of Work”, the Contractor’s Proposal dated September 21, 2015 and City RFP # 68-2015, and agrees to the additional performance measures outlined in **Appendix B** “Contract –

Performance Measures”, which are attached hereto and made part of hereof.

It is agreed that the request for bids, the Contractor’s proposal, and the Appendix A and B, incorporated herein by reference, are hereby made a part of this Contract, and each of the parties agrees to carry out and perform all of the provisions of said documents. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A) The Contract;
- B) Appendix A, B, and C to the Contract;
- C) The request for bids - RFP No. 68-2015; and
- D) The Contractor’s proposal.

1.4 Contractor is responsible for providing inclusion services in accordance to the federal requirements of the American with Disabilities Act (ADA). If a participant in the Recreation Program requests an accommodation, Contractor is responsible for providing any such accommodation. By way of example, accommodations may include: hands on teaching techniques in addition to verbal instructions, one-on-one staffing assistance, two-on-one staffing assistance, interpreter services, etc. Contractor is responsible for all costs associated with providing the accommodation. Contractor shall contact the City’s EXPAND program at 303-441-4933, for additional information or training regarding accommodations and the inclusion process.

1.5 In addition to those duties outlined in Appendix A, Contractor shall provide adequate supervision at all times. Contractor shall maintain at least a 1:8 staff to child ratio. Contractor, at its own cost, shall obtain a background check on each employee prior to working with any of the Program participants. The background check shall be in accordance with Section 12 CCR 2509-8 and Section 7.701.33 of the Social Services Rules (Staff Manual Volume 7; Child Welfare, Child Care Facilities).The City will perform a background check on the Contractor if the Contractor is an individual and will be working directly with program participants. All background check information, as well as CPR Certificates, can be audited by the City of Boulder at any time.

1.6 As a general matter, the Contractor shall communicate regularly with the City about the Recreation Program only through Erynn Simone, Recreation Supervisor or her designee.

2. COMPENSATION

2.1 The parties will cooperate to set fees that will be charged to the participants. The City will pay the Contractor on the basis of fees collected from participants and agrees to pay the Contractor every month, as forth below.

2.2 Payments to the Contractor are based on the amount of revenues generated by the Recreation Program. Such revenues are calculated from the data generated by the City’s recreation registration software. This data includes both the number of program participants and the amount of revenue collected year to date for the Recreation Program and is set forth in a revenue report generated by the City (“Revenue Reports”). Contractor will be paid 60% of the revenue generated by the Recreation Program.

2.3 The City agrees to provide Contractor with a proposed invoice and a copy of Revenue Reports every month. It is the responsibility of the Contractor to review this information and to submit a final invoice to the City for payment.

2.4 The City agrees that the Contractor may provide private lessons and exclusive training. Contractor will be charged \$500 a month for access to City tennis courts to provide such service.

2.5 The City will provide the Contractor with program registration information prior to the first class. The City shall only pay other expenses associated with the operation of the Recreation Program as set forth on **Appendix A**. Upon reasonable, advance request, the City may inspect and copy any or all records of the Contractor which would bear on any amounts charged to the City pursuant to this Contract. Parties will share any information collected including registration information, addresses and emails of participants.

2.3 If the Contractor is unable to meet its obligations under this Contract, and any participant requests a refund, the City may refund all or a portion of the course fee to the participant and withhold such amount from the payment to the Contractor. If payment to the Contractor has been made already, the City will bill the Contractor for the amount reimbursed, and the Contractor will pay that amount to the City within two (2) weeks of the date of such bill. If a participant chooses to drop out of a scheduled class, the attached City's refund policy will be adhered to; see Appendix C.

3. INSURANCE.

3.1 Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverages:

A. Workers' Compensation and Employers' Liability

i. State of Colorado: Statutory

B. General Liability

i. General Aggregate Limit: \$2,000,000

ii. Per Occurrence: \$1,000,000

Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Insurance shall:

- i. Provide primary coverage;
- ii. Include the City of Boulder and its officials and employees as additional insureds as their interest may appear (except for Worker's Compensation and Professional Liability). Additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for auto liability;
- iii. Include a waiver of subrogation for General Liability coverage;
- iv. Issue from a company licensed to do business in Colorado having an AM Best rating of at least A-VI; and

- v. Be procured and maintained in full force and effect for duration of work.

D. Certificates of Insurance evidencing the coverages described herein, shall be forwarded to Purchasing. Certificate Holder shall be: City of Boulder, 1777 Broadway, Boulder, CO 80306.

E. Within seven days after receiving insurer's notice of cancellation or reduction in coverage, Contractor, or its insurance broker, shall notify the City. In either such case, Contractor shall promptly obtain and submit proof of substitute insurance complying with the City's insurance requirements.

3.2 The Contractor agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, without limitation, Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or omissions of employees or agents of the Contractor or its sub-contractor.

3.3 Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

4. MISCELLANEOUS.

4.1 The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. **The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

4.2 The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

4.3 This Contract shall be subject to the provisions of the Charter, Municipal Code and Ordinances of the City of Boulder.

4.4 The Contract may be terminated by either party if it has been materially breached by the other party and written notification is tendered. If either party materially defaults and does not substantially cure such default within 30 days after receiving written

notice of such default, then the non-defaulting party may terminate this agreement by providing 10 days written notice of termination to the defaulting party.

The City hereby reserves the right to decide all questions arising as to the proper performance of said services, and as to the quality of the materials used. In the event that the City shall determine that the services are not being performed in accordance with the terms of this Contract, or, if the services be wholly, or in part, negligently, or unsatisfactorily performed, then written notice of such defect or defects shall be given to the Contractor in the manner set forth above.

The City may, at any time, terminate this Contract, in whole or in part, for its own convenience if 120 days written notice is tendered. City shall pay Contractor for work satisfactorily completed, to the date of termination. The City shall determine the portion of work completed. If the City terminates this Contract for convenience, accommodation will be allowed to allow Contractor to deliver services for which participants have registered in good faith up to the date of termination.

4.5 It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

4.6 The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

4.7 This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

4.8 The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor represents, warrants, and agrees: (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

A. Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to Section 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under Section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or Section 8-17.5-101 I., C.R.S. the City may terminate this contract for breach, and the Contractor shall be liable for actual and consequential damages to the City.

4.9 Contractor warrants that the individual executing this Contract is properly authorized to bind the Contractor to this Contract.

[Signature page follows]

Appendix A SCOPE OF WORK

I. Specific Program Information:

1. Contractor agrees to provide children's tennis instruction and programming as set forth in City of Boulder RFP # 68-2015 and Contractor's proposal dated September 21, 2015.
2. Each tennis class shall have a minimum of four participants and the maximum number of participants will be based on Facility capacity as set by the City.
3. Programs will be scheduled by Gonzo Tennis and approved by the City based on Facility availability, conditions and capacity limits. The parties will cooperate to schedule programming throughout the year. Contractor agrees that there will be some Boulder Parks and Recreation Department priority scheduling needs incorporated into program scheduling.
4. Recreational class fees will be set by the City and the Contractor and based on factors such as market value and cost recovery.

II. The City of Boulder agrees to provide the following services:

1. Facility: South Boulder Recreation Center tennis courts and gymnasium, North Boulder Recreation Center tennis courts and gymnasium, East Boulder Community Center tennis courts and gymnasium, Centennial Tennis Courts, and additional tennis courts locations agreed to by the parties.
2. Equipment: All existing tennis equipment (hoppers, carts, tennis balls, indoor nets, etc.). Parties will agree on future purchases to not exceed \$1500. Equipment and purchasing allocations are agreed to be negotiated each year of the contract term.
3. Water and Electricity: Access to water and electricity for onsite operations of programs.
4. Advertisement: Advertise all program offerings in the seasonal City of Boulder Parks and Recreation Guide and on the City of Boulder Parks and Recreation website.
5. Marketing Material: Will be approved by the City before sent or handed out to the public, and will include the City of Boulder Parks and Recreation logo.
6. Fees: Collect registration fees in advance for courses.
7. City Policies: Provide Contractor Orientation.

III. Contractor shall comply with the following standard City of Boulder requirements:

1. Contractor will schedule and supervise all Recreation Program activities and participants with approval from Program Manager.
2. Provide course description to Program Manager.
3. Provide and pay for inclusion services as needed.
4. Contractor will hire, supervise and pay all Recreation Program staff.
5. Contractor and/or staff will participate in pre-program meeting on City of Boulder policies and procedures and facility use.
6. Contractor will keep accurate records and provide complete and timely information for required reports on activities including “check-in and check-out” procedures, incident and accident reports and injury log. This information will be made available as requested by the Program Manager.
7. Contractor will implement and report to the Program Manager, regarding progress and status of the project activities and work plan issues.
8. Contractor will allow the Program Manager to communicate all program issues.
9. Contractor will submit incident or accident forms within 24 hours. The forms will be provided to the Contractor and should be faxed, emailed or turned into the Program Manager.
10. Contractor will maintain an injury log—the log will be provided and kept at the Facility or online and turned into the Program Manager at the end of the session or upon request.
11. Contractor will submit all promotional materials to the City of Boulder Program Manager to include with Recreation Guide information for the marketing department.
12. Contractor will provide Recreation Program evaluation forms to all participants. Evaluation forms will be submitted to the Program Manager or can be made available online upon request at any point before, during, or after the season.
13. Contractor will agree to follow its stated Transfer and Refund Policy as outlined in the Contractor’s proposal.
14. Performance measures will be agreed upon to include participation and satisfaction rates as outlined in Appendix B.
15. Contractor will provide a scholarship program for participants. Contractor is responsible for all costs associated with providing the assistance.

Appendix B

PERFORMANCE BENCHMARKS

In order for the City to guarantee consistent levels of service for tennis programming, the City has established the following performance benchmarks as goals for the Contractor. These benchmarks are based on similar levels of service offered by other recreation programmers contracted by the City of Boulder. A pattern of continued failure by the Contractor to meet these benchmarks may be considered a material breach and the City may exercise its right to terminate this Contract in accordance with Section 4.

The performance benchmarks are as follows:

- Offer a similar proportion tennis programming for the levels, ages and demographics that were offered in 2015.
- Expand opportunities and offer other tennis programs that may increase revenue without affecting general facility use by the public as mutually agreed upon by the Contractor and Program Manager.
- Contractor should conduct an annual (at minimum) participant satisfaction survey. Results should indicate they are fully or partially satisfied with camp offerings and instruction with respondents indicating a satisfaction of at a minimum of 75%.
- In 2017 and 2018, an average of 80% of respondents should indicate they are fully or partially satisfied with program offerings and/or instruction on quarterly program participation surveys.
- In 2017 and 2018, increase the number of participants in 2016 by 2% each year.
- Partner with Boulder Parks and Recreation Department to assist in programming community events. These events may include but are not limited to Boulder Community Day, Summer Festival, GreenStreets, etc.
- Maintain a scholarship program. Assist the City of Boulder's efforts to target low income participants.
- Attain an annual score of at least 50 on the Boulder Parks and Recreation's Recreation Priority Index (RPI).

Appendix C Refund Policy

Camps:

- | | |
|--|-------------|
| • Two weeks before camp begins | \$15.00 fee |
| • Within two weeks of first day or after first day | No refund |

Programs:

- | | |
|-----------------------|-------------|
| • Before second class | \$15.00 fee |
| • After second class | No Refund |

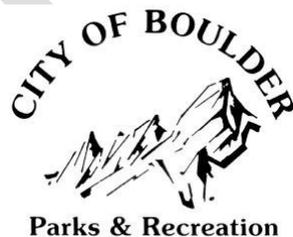
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Appendix D
The Request for Bids – RFP No. 68-2015



CITY OF BOULDER,
COLORADO REQUEST FOR
PROPOSAL RFP NO. 68-2015

Programming Contractors for the
City of Boulder Tennis Program



DUE DATE: 4:00 PM, September 21st, 2015

CONTACT:
Erynn Simone
303-441-4137
simonee@bouldercolorado.gov

PART I: General RFP Information

**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL RFP
NO 68-2015
PROGRAMMING CONTRACTORS
Tennis Programs**

Issued: SEPTEMBER 8th, 2015

The City of Boulder is seeking contractors to provide adult and youth tennis programming services for the community.

In accordance with the specifications of the RFP, sealed proposals will be received at the Parks and Recreation Department until 4 P.M. Mountain Time, September 21st, 2015. Late proposals will not be considered.

A copy of the Request for Proposal (RFP) may be obtained from the web site:

www.rockymountainbidsystem.com

Sealed proposals shall be plainly marked 'RFP No. 68-2015 Tennis Programming Contractor, 4 P.M., September 21st, 2015 and addressed to:

**City of Boulder, Colorado Purchasing Division
Pam Andrus
P.O. Box 791 Boulder, Colorado 80306**

Hand carried proposals shall be delivered to can be delivered to:

Pam Andrus
City of Boulder- Purchasing Coordinator
1777 Broadway
Boulder, Colorado 80304

Qualifications shall be prepared at the bidder's expense and becomes a city record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

City of Boulder, Colorado
A Municipal Corporation

By: _____
City Clerk

BACKGROUND

The City of Boulder tennis program is devoted to fostering the development of players of all disciplines, ages and abilities through a variety of program offerings with an opportunity to progress through techniques and skills. Winter, spring, summer and fall program offerings are key elements of the City of Boulder Parks and Recreation Department's (BPRD) community programming opportunities.

The intent of this RFP is to provide a high quality service designed from the "best of the best" in the community in tennis programming for all ages and abilities. The programming components of the RFP listed below have previously been operated through a Contractor since 2009. BPRD staff desires the Contractor who is awarded this RFP to continue offering a higher level of service driven by experts in the given field(s). The BPRD is requesting organizations to take part in our community growth and opportunity to help nurture, grow, and sustain these programs by providing the highest levels of knowledge, staffing, experience, and planning capabilities possible. Listed below are the tennis program seasons. The awarded Contractor(s) will have the ability to adjust offerings based on their recommendations and approval from BPRD.

Tennis Program Seasons **Spring:**

March through May **Summer:**

May through August **Fall:** August

through November **Winter:**

December through March

Tennis Courts

East Boulder Community Center Courts

5660 Sioux Drive, Boulder CO

- (5) courts with quick start lines
- Lights
- Storage shed
- Access to drinking fountains, bathrooms, and locker rooms
- Parking

North Boulder Recreation Center Courts

3170 Broadway, Boulder CO

- (4) courts with quick start lines
- Lights
- Storage shed
- Access to drinking fountains, bathrooms and locker rooms
- Parking

Centennial Middle School Courts
2401 Norwood, Boulder CO

- (8) courts total; (4) courts include quick start lines
- Storage box
- Porta-potty
- Parking

(3) Recreation Center Gymnasiums

East Boulder Community Center, North Boulder Recreation Center, South Boulder Community Center

- Available for use in winter months
- Access to bathrooms & locker Rooms
- Access to drinking fountains
- Parking

More information can be found on the City of Boulder tennis page:

<https://bouldercolorado.gov/parks-rec/tennis>

SCOPE OF SERVICES

Base Proposal

The City of Boulder is seeking contractor(s) to provide various tennis related classes and programs to the Boulder community beginning in 2016. Contractor(s) will be asked to provide a variety of programs that serve all tennis disciplines, ages and abilities, and offer a progression of skills and techniques.

Specific program details, including but not limited to, participant age, class size and class duration (both hours and days) should be included and determined by the contractor(s) based on their knowledge, expertise and safety standards. Contractors should thoroughly explain program details and the reasoning in the proposal.

The contractor(s) will provide and be responsible for all management and supervision of program staff and any equipment necessary.

DESIRED QUALIFICATIONS

Contractor Requirements

1. Demonstrated experience, license and/or certification in coaching, training, education and supervision of tennis.
2. Demonstrated experience in progressive tennis and/or recreational-based classes, trainings or programming.
3. Proven track record and business knowledge to host, manage and facilitate the necessary services for public programs and classes.
4. Proven track record in hosting, coaching and teaching proposed discipline.
5. Safety certifications and risk management protocols for all staff to insure the highest safety standards and emergency response.

ITEMS PROVIDED BY THE CITY OF BOULDER

6. Demonstrated experience managing a financially successful business.
1. Use of the tennis facilities for classes and programs as scheduled in advance.
2. Access to recreation center gymnasiums during the winter months.
3. Advertising and Promotion for classes and programs in the Parks and Recreation Department's Recreation Guide, website, and distribute flyers in the recreation centers.
4. Location within the facility for space to store tennis equipment.

EXPENSES TO BE COVERED BY THE CONTRACTOR

1. Staff salaries, compensation and benefits.
2. Legal, human resources, payroll and other administrative functions.
3. Insurance, certifications and permits.
4. All program materials and supplies.

PROCUREMENT SCHEDULE

Note: The City reserves the right to adjust this schedule as necessary.

SELECTION SCHEDULE

RFP issued	September 7, 2015
RFP proposals due	September 21, 2015
Selection	September 28, 2015

PROJECT CONTRACT INFORMATION

Upon release of this RFP, all communications concerning the overall RFP should be directed to the Recreation Supervisor listed below. Unauthorized contact with other city employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Consultants should rely only on written statements by the Recreation Supervisor.

Name: Erynn Simone, Recreation Supervisor of Programs and Facilities

Address: City of Boulder
Parks and Recreation Department
3198 Broadway
Boulder, CO 80304

Telephone: 303-441-4137

Email: simonee@bouldercolorado.gov

PART II: Required Proposal Response

PROPOSAL MATERIALS

All printed and photocopied documents related to the fulfillment of RFPs and contracts must, whenever practical, use recycled paper, be double-sided, and otherwise fully comply with the provisions of the Environmental Purchasing Policy.

All RFP documents should include information on the City's policies and programs to buy recycled and environmentally preferable products. Vendors should be encouraged to provide submissions on products with recycled-content or which meet criteria for environmentally preferable products whenever such products meet the performance criteria specified in the RFP documents. Submittal requirements can be viewed at <https://bouldercolorado.gov/purchasing/environmental-purchasing-policy>

PROPOSAL CONTENT

Proposals must contain all of the following information in the same sequence as presented below. Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP.

- 1) A **cover letter** that introduces your company, provides your contact information, confirms that all statements made within the application are true, and states that you have legal authority to represent your company.
- 2) A statement of project scope and understanding.
- 3) Your general approach to executing the work, services and programs required of the project. Include a description of the specific tennis and/or recreational services your company provides. Specifically describe how you intend to structure your work, staff and services to deliver a quality product including tentative schedules for seasonal classes.
- 4) A description of how your previous experience prepares you to facilitate a project such as programming tennis.
- 5) A list of key personnel, including yourself if applicable, who will be assigned to the project, programming and/or classes. For each person list their:
 - a) Position with the company
 - b) Years involved with the company
 - c) Years of experience providing service
 - d) Relevant skills, experience, race history and credentials
 - e) Applicable training, certifications and licenses

- f) Any background checks performed if working with children or youth
 - g) Identify their specific discipline(s)
- 6) A list of owned/leased equipment that may be used during the project.
- 7) Information for at least three (3) previous tennis and/or recreational programs your company has completed in the last three (3) years, including:
- a) Program name
 - b) Location
 - c) Program description and duration
 - d) Number of staff and class participation, include ratio standards
 - e) Services performed
 - f) Methods of promotion or marketing
 - g) Contract or fee information
 - h) Photos of instructor, class and venue (optional)
 - i) Program feedback, references and statistics
- 8) All program pricing by class and discipline including the percent of total revenue to be retained by the City of Boulder. Submit each program and percent share on the form provided in this document along with the proposal.

FORM 1: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any specifications listed in the RFP itself. Proposals which take exception to the specifications or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the specifications of the RFP.

If your firm takes no exception to the specifications of this RFP, please indicate so.

List exceptions here:

Signed,

By: _____
Title

_____ Date

For: _____

FORM II: BID FORM

All program bids shall be submitted on this form and submitted with the proposal.

INSTRUCTIONS TO BIDDERS:

The City will accept individual bids for the tennis programs. The City may select one or more in its final decision. The highest and best bid meeting the City’s objectives will be accepted; provided, however, that the City shall have the right to reject any and all bids and to waive any informalities contained in said bids.

If your bid is an all or nothing bid, you must state so on the bid form.

Program bids will be graded and selected based on the following criteria:

1. **Variety** - bids offering more than one program discipline / skill area
2. **Revenue** - bids offering a higher percent of program revenue back to the city
3. **Experience** - bids offering a proven track record for programs and staff credentials
4. **Scope** - bids that clearly define program procedures, actions, and processes according to industry standards.

Program/ Discipline and Park Location(s)	Program time/days Total Time	Age and Skill	Program fee per student	City % of Program Revenue	Contractor % of Program Revenue
EXAMPLE: EBRC	2hrs/2days 4 hours	12-99 yrs beg - inter	\$xx.xx	xx%	xx%

Vendor Name _____

Appendix E Contractor Proposal

Monday, September 21, 2015

Ms. Erynn Simone, Recreation Supervisor of Programs and Facilities
City of Boulder – Parks and Recreation Department
3198 Broadway Ave
Boulder, CO 80304

RE: RFP No. 68-2015

Dear Ms. Andrus,

My name is Gonzalo Garcia and I am the owner of Gonzo Tennis, Inc. Through this Request for Proposal, I would like to submit my company for your consideration as provider of tennis programming services for kids as well as adults, for the community of the City of Boulder. I certify that all the statements in this document are true and I have full legal authority to represent my company.

I have been a tennis instructor for over thirty years, and I have taught students of all different ages as well as all different skill levels. My program offers a comprehensive package for students from 3 years of age to Senior citizens still willing and able to play. Classes include students who are just being introduced to the sport to advanced players competing at State, Regional and National open levels.

Find attached the required documentation with my program structure, information on my work experience as well as information on previous tennis programs I have formed part of, a list of my personnel, a list of my leased and owned equipment, and pricing.

I appreciate your attention to my proposal and your consideration for the position of City of Boulder Tennis Coach.

Sincerely,

Gonzalo Garcia
Gonzo Tennis, Inc.

RFP 68-2015 SCOPE OF SERVICES

To better reach all ages and skill levels I propose the following lessons structure and schedule across the different locations offered by the City of Boulder and taking into consideration the four Tennis Program Sessions required throughout the year.

YOUTH

For students ages 3 to 9 years old. This is a physical development program that uses our underlying philosophy of game focused structured reinforcement. Youth players will enjoy the game of tennis while improving in all aspects of the game. They will build self confidence in a fun and friendly group lesson environment. This group is divided into 3 subgroups that will focus on different aspects of the game, targeted to the player's age as follows:

Mini Gonzos: Ages 3 to 4

This group will work on beginning tennis skills, games that start developing their motor skills using colors, shapes and silly moves.

Tiny Gonzos: Ages 5 to 6

This group will work with racquets, balls, cones and bounces. They will have fun activities to develop kids' understanding of the game, working on coordination drills on and off the court.

Mighty Gonzos: Ages 7 to 9

This group will focus on stroke development, team games that help with tactics and strategy shots as well as numbers and points.

Under the Youth program we will also have summer and Holiday Camps, also divided in these three groups. And during the cold months of winter, we will work indoors at the Gymnasium provided at the East Boulder Rec. Center. The class schedule proposed is as follow:

Location	Program	Days/Time
EBCC	MINI Gonzos (ages 3-4)	Every weekday at 3:15pm
EBCC	TINY Gonzos (ages 5-6)	Every weekday at 3:45pm
EBCC	MIGHTY Gonzos (ages 7-9)	Every weekday at 4:30pm
NBRC	MINI Gonzos (ages 3-4)	Wed at 3:15pm-Sat at 9:45am
NBRC	TINY Gonzos (ages 5-6)	Wed at 3:45pm-Sat at 10:15 am
NBRC	MIGHTY Gonzos (ages 7-9)	Wed at 4:30pm-Sat at 9:45 am

JUNIORS

For students ages 10 to 17 years old. Our program is divided into three levels, determined by age and ability. These game-based lessons are specific exercises and focused games designed to help students understand and confidently execute all aspects of the game. Under this program we offer classes to beginner, intermediate and advanced.

Under this program we also offer a section called Boulder Smash where we help students understand the game, build competitive confidence, and teach them how to technically play matches by participating in the USTA Jr. Team Tennis and CARA competitions. Under this section, kids get to represent the City of Boulder in matches with other tennis centers/ programs within the City and the State.

The class schedule proposed for this group is as follows:

Location	Program	Days/Time
EBCC/NBRC	JR. BEGINNER (ages 10-16)	Tue-Thu at 4pm-Sat at 9am
EBCC/NBRC	JR. INTERMEDIATE (ages 10-16)	Tue-Thu at 5pm-Sat at 10am
EBCC/NBRC	JR. ADVANCED (ages 10-16)	Tue-Thu at 6pm-Sat at 11am
EBCC	JR. Training w/Gonzo-10 & Under	Saturdays at 9 am
EBCC	JR. Training w/Gonzo-12 & Under	Saturdays at 10:30 am
EBCC	JR. Training w/Gonzo-14 & Under	Wednesdays at 4 pm
NBRC	JR. Training w/Gonzo-16 & Under	Fridays at 4 pm
EBCC	SUMMER CLINICS (summer)	Tue-Wed-Thu 9am to 12pm
CENTENNIAL	BOULDER SMASH	8-week programs-competition

ADULTS

The adult programs are divided into Beginner, Intermediate and Advanced. These include 4-week programs with 1.5 hour lessons once or twice per week, depending on student choice of enrollment. Each class includes drills to improve technique and games to help students understand the structure nature of tennis.

Under the Adults category, we include Drop-In Lessons, where students have the capability to simply show up and play. This is for people who want to play without committing to a 4-week program. For this activity punch cards are available.

Finally, the Adults program also includes Team Training, with special training as preparation for summer and fall leagues. These sessions focus on team work, as well as singles and doubles strategy to get teams ready for competition.

Our Adults program also includes lessons especially designed for our Senior Citizens who like to stay young, burn calories and make new friends playing the life-long game of tennis. We also provide a Doubles Social ladder, a friendly and competitive environment where everybody is welcome to play tennis.

The class schedule proposed for this group is as follows:

Location	Program	Days/Time
EBCC	ADULT BEGINNERS	Tue-Thu at 5:30pm
NBRC	ADULT BEGINNERS	Wednesdays at 5:30pm
EBCC	ADULT INTERMEDIATE	Mon-Wed at 5:30pm
NBRC	ADULT BEGINNERS w/Gonzo	Tuesdays at 9am
EBCC	ADULT BEGINNERS w/Gonzo	Wednesdays at 9am
EBCC	ADULT INTERMEDIATE w/Gonzo	Wednesdays at 10:30am
NBRC	ADULT BEGINNERS w/Gonzo	Thursdays at 9am
NBRC	ADULT INTERMEDIATE w/Gonzo	Thursdays at 10:30am
NBRC	ADULT INTERMEDIATE/ADVANCED w/Gonzo	Tuesdays at 10:30 am
EBCC	SENIOR TENNIS	Fridays at 9am
EBCC	DOUBLES SOCIAL	Fridays at 9am
EBCC	OPEN TENNIS (Drop-In lesson)	Saturdays at 1pm

PRIVATE LESSONS

Students of all ages also have the capability to sign up to get focused attention and improve their skills one-on-one with a private instructor. They can also grab some friends and sign up for group private lessons. Private lessons are one hour long and can be for one single individual or a group of up to 3 people. Private lessons can be scheduled as follows:

Location	Program	Days/Time
All locations	PRIVATE LESSONS	Lessons w/Gonzo
All locations	PRIVATE LESSONS	Lessons w/instructors

All programs will be scheduled and managed by Gonzo Tennis staff. The locations cited for the lessons are NBRC: North Boulder Recreation Center Courts at 3170 Broadway Ave, Boulder, CO 80304; EBCC: East Boulder Community Center Courts and Recreation Center Gymnasiums at 5660 Sioux Drive, Boulder, CO 80303; and CENTENNIAL: Centennial Middle School Courts at 2401 Norwood Ave., Boulder, CO 80304. Programs registration and fees collection will be done through the City of Boulder Parks & Recreation Department, either in person at any of their locations, or via their online portal.

All necessary materials can be purchased directly by Gonzo Tennis, Inc. at approved vendors and at promotional prices, due to relationships with vendors and sponsors, and then billed to the City of Boulder Parks & Recreation Department at cost. Materials include but are not limited to tennis balls and racquets.

RFP 68-2015 PERSONNEL AND EXPERIENCE

Gonzo Garcia – Head Instructor and owner

Gonzalo Garcia, best known as Gonzo, is a certified USPTA (United States Professional Tennis Association) instructor as well as a Level 1 teacher with the Argentine Tennis Association. He has excelled in every range of professional coaching in Argentina, Italy, Spain and the United States. He has over 30 years in coaching experience.

Gonzo has been teaching tennis since 1984 as both, private instructor and director of tennis programs, at private clubs and municipalities. Prior to founding Gonzo Tennis, he worked for the City of Boulder and the Longmont Athletic Club. Before settling in the United States, Gonzo was director of Tennis at the exclusive and highly successful Mapuche Country Club in Buenos Aires, Argentina. As the Mapuche Club Director he was responsible for the creation and development of the adult and junior programs. He saw the growth of all levels of player, from beginners to aspiring ATP pros. He personally trained a cadre of teachers and coaches at the club, all the while maintaining coach status himself.

Gonzo spent his early coaching years creating programs designed to promote enthusiasm for the sport. He developed tennis in the private club environment with that goal in mind. He has since translated his success as a club coach to reach students of all economic backgrounds – reaching out to city governments and school districts. As a Level 1 teacher with the Argentine Tennis Association (ATT), Gonzo initiated one of his most enjoyable projects. For three years he managed a team of four teachers in developing the project “Tennis at the School”, a national initiative aimed at developing physical coordination in children 3 to 8 years old through the teaching of tennis. The program reached over 80,000 children. In 2003 he had the great pleasure to coach a Junior to the US Open.

As a Junior player, Gonzo was ranked #2 in the U-12 State ranking and was the #8 ranked Junior in Argentina. He played in First Division in Argentina in 1990-1992. He has also competed as a professional player in France, Spain and Italy. One of his most memorable moments was playing in a semifinal in Spain against Carlos Moya, former No. 1 in the world.

Gonzo’s related work experience abroad includes his instruction at the Argentine Tennis Association, the Davis Cup (Argentina/Germany), the Mapuche Country Club, the Mayling Country Club and the Village Country Club; in Italy he was an instructor at the Circolo de Tennis Avelino, in Avelino, Italy; and since he moved to the United States his experience has been as follows:

City of Boulder, Boulder, Colorado (1/11/05 - Present)

President/Owner of GONZO TENNIS

- In charge of Juniors and Adult tennis programs for the City of Boulder

Longmont Athletic Club, Longmont, Colorado (11/01/02 – 30/10/05)

Head Pro

- Junior Tennis Academy
- Teaching group and private tennis classes for kids and adults.

City of Boulder. Boulder, Colorado (06/01/02 - Present)

Tennis Coach

- Teaching in Summer Tennis Camps (June-July 2002).
- Teaching groups and private tennis classes for kids and adults. Worked with 200 children and adults.
- In charge of one week camps for adults.

BCSIS School. Boulder, Colorado (09/06/02 - Present)

Para Educator.

- Working in special education with kids in 1st and 5th Grade.

His memberships include:

- Member of the VOLKL-LOTTO Elite Team
- Member of the United States Professional Tennis Association - USPTA
- Member of the United States Tennis Association - USTA
- Member of the Argentine Tennis Association - AAT
- Member of Tenis Argentino - AAT

The staff of Gonzo Tennis, Inc. also includes the following instructors:

Ms. Lynne Buhling

USPTA Certified

Instructor of Youth programs as well as Adult and Senior Tennis

She's been working with Gonzo Tennis for four years

Mr. David Woo

Instructor of Junior Programs, Adult Clinics and Jr. Training

He's been working with Gonzo Tennis for three years

Mr. Dakota Muench

Instructor of Junior Programs, Summer Clinics and Jr. Training

He's been working with Gonzo Tennis for three years

RFP 68-2015 PROGRAM PRICING BY CLASS AND REVENUE DISTRIBUTION

Following is our proposed program pricing by class and discipline, including the percentages of total revenue to be retained by the City of boulder, per Form II – Bid Form.

Location	Program	Days/Time	Fee per student	COB %	Contractor %
EBCC	MINI Gonzos (ages 3-4)	Every weekday at 3:15pm	\$63 (8 lessons of 30')	40%	60%
EBCC	TINY Gonzos (ages 5-6)	Every weekday at 3:45pm	\$71 (8 lessons of 45')	40%	60%
EBCC	MIGHTY Gonzos (ages 7-9)	Every weekday at 4:30pm	\$84 (8 lessons of 60')	40%	60%
NBRC	MINI Gonzos (ages 3-4)	Wed at 3:15pm-Sat at 9:45am	\$63 (8 lessons of 30')	40%	60%
NBRC	TINY Gonzos (ages 5-6)	Wed at 3:45pm-Sat at 10:15 am	\$71 (8 lessons of 45')	40%	60%
NBRC	MIGHTY Gonzos (ages 7-9)	Wed at 4:30pm-Sat at 9:45 am	\$84 (8 lessons of 60')	40%	60%
EBCC / NBRC	JR. BEGINNER (ages 10-16)	Tue-Thu at 4pm-Sat at 9am	\$84 (8 lessons of 60')	40%	60%
EBCC / NBRC	JR. INTERMEDIATE (ages 10-16)	Tue-Thu at 5pm-Sat at 10am	\$84 (8 lessons of 60')	40%	60%
EBCC / NBRC	JR. ADVANCED (ages 10-16)	Tue-Thu at 6pm-Sat at 11am	\$84 (8 lessons of 60')	40%	60%
EBCC	ADULT BEGINNERS	Tue-Thu at 5:30pm	\$63 (4 lessons of 90')	40%	60%
NBRC	ADULT BEGINNERS	Wednesdays at 5:30pm	\$63 (4 lessons of 90')	40%	60%
EBCC	ADULT INTERMEDIATE	Mon-Wed at 5:30pm	\$63 (4 lessons of 90')	40%	60%
NBRC	ADULT BEGINNERS w/Gonzo	Tuesdays at 9am	\$88 (4 lessons of 90')	40%	60%
EBCC	ADULT BEGINNERS w/Gonzo	Wednesdays at 9am	\$88 (4 lessons of 90')	40%	60%
EBCC	ADULT INTERMEDIATE w/Gonzo	Wednesdays at 10:30am	\$88 (4 lessons of 90')	40%	60%
NBRC	ADULT BEGINNERS w/Gonzo	Thursdays at 9am	\$88 (4 lessons of 90')	40%	60%
NBRC	ADULT INTERMEDIATE w/Gonzo	Thursdays at 10:30am	\$88 (4 lessons of 90')	40%	60%
NBRC	ADULT INTERMEDIATE/ADVANCED w/Gonzo	Tuesdays at 10:30 am	\$88 (4 lessons of 90')	40%	60%
EBCC	SENIOR TENNIS	Fridays at 9am	\$63 (4 lessons of 90')	40%	60%
EBCC	OPEN TENNIS (Drop-In lesson)	Saturdays at 1pm	\$68 for 6 punches	40%	60%
Location	Program	Days/Time	Fee per student	COB %	Contractor %
All locations	PRIVATE LESSONS	Lessons w/Gonzo	\$74 (lesson of 60')	20%	80%
All locations	PRIVATE LESSONS	Lessons w/instructors	\$50 (lesson of 60')	20%	80%

CENTENNIAL	BOULDER SMASH	8-week programs-competition	\$130 (2 hours practice)	40%	60%
EBCC	DOUBLES SOCIAL	Fridays at 9am	Tennis punch card	40%	60%
EBCC	JR. Training w/Gonzo-10 & Under	Saturdays at 9 am	\$180 (8 lessons of 90')	40%	60%
EBCC	JR. Training w/Gonzo-12 & Under	Saturdays at 10:30 am	\$180 (8 lessons of 90')	40%	60%
EBCC	JR. Training w/Gonzo-14 & Under	Wednesdays at 4 pm	\$180 (8 lessons of 90')	40%	60%
NBRC	JR. Training w/Gonzo-16 & Under	Fridays at 4 pm	\$180 (8 lessons of 90')	40%	60%
EBCC	SUMMER CLINICS (summer)	Tue-Wed-Thu 9am to 12pm	\$104 (3 lessons or 180')	40%	60%

RFP 68-2015 ACCEPTANCE OF TERMS AND CONDITIONS

Gonzo Tennis, Inc. takes no exceptions to the specifications of the above referenced Request for Proposal, per Form I – Acceptance of Terms and Conditions.

Signed By:

 Gonzalo Garcia, President
 Gonzo Tennis, Inc.

 Date: