



**CITY OF BOULDER  
CITY COUNCIL AGENDA ITEM**

**MEETING DATE: April 19, 2022**

**AGENDA TITLE**

Consideration of a motion to approve the Services Contract between the City of Boulder Parks and Recreation and Rocky Mountain Paddleboard and authorize the City Manager to execute said contract and make minor amendments prior to or during the term of this contract in order to ensure that programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

**PRESENTER(S)**

Nuria Rivera-Vandermyde, City Manager  
Alison Rhodes, Director of Parks and Recreation  
Stephanie Munro, Senior Manager, Regional Facilities  
Stacy Cole, Boulder Reservoir Operations Supervisor

**EXECUTIVE SUMMARY**

This item seeks City Council's approval of a multi-year License Agreement and the operation of watercraft rentals at the Boulder Reservoir. After a public procurement process, Boulder Parks and Recreation (BPR) and Rocky Mountain Paddle (RMP) negotiated in good faith to develop an agreement that builds on the previous success of this relationship. The proposed term is for a 5-years, May 1, 2022 – October 31 1, 2027. With council's approval, BPR and RMP will work together to ensure that this partnership enhances the visitor experience at the Boulder Reservoir and is operated in a manner that aligns with and contributes to citywide goals.

## **STAFF RECOMMENDATION**

### **Suggested Motion Language:**

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to approve the Services Contract between the City of Boulder Parks and Recreation and Rocky Mountain Paddleboard and authorize the City Manager to execute said contract and make minor amendments prior to or during the term of this contract in order to ensure that programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

## **COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS**

- **Economic** – The agreement fosters financial sustainability for BPR while providing a beneficial business opportunity for the local business owner. In addition to increasing revenues for the department, this agreement more sustainably addresses the costs of Common Area Maintenance (CAM) and creates city passive income opportunity.
- **Environmental** – The proposed agreement aligns with city sustainability requirements and will support zero waste initiatives. The agreement also requires RMP to work with the city to ensure all operations honor that the Boulder Reservoir is first and foremost a valuable drinking water supply for the city and comply with BPR practices that balance recreation with the setting of the Boulder Reservoir.
- **Social** – The agreement codifies that the Reservoir is deeply appreciated by community members and must remain a place that accessible, safe and welcoming to the general public. The agreement also ensures that the partnership contributes to achieving BPR master plan goals, with requirements for Financial Aid, outreach to underserved populations, and programming to broaden the scope of offerings.

## **OTHER IMPACTS**

- **Fiscal** – This agreement does not require new funding and instead creates passive revenue for the Recreation Activity Fund, which can be used to support operations and/or provide community-benefit services like discounted programming for special populations or community events.
- **Staff time** - The lease will be implemented and monitored as part of normal operations of the Boulder Reservoir.

## **RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE**

None

### **BOARD AND COMMISSION FEEDBACK**

The Parks and Recreation Advisory Board (PRAB) discussed the agreement at the February 2022 meeting and approved it 5-0 (one seat vacant and one member absent) at the March 2022 meeting. The PRAB generally supported the agreement as is, and at the February meeting asked clarifying questions:

- *Will the base rent increase?* The Base Rent will increase annually by three percent (3%), with the first increase occurring on the first day of the thirteenth full calendar month from the effective date of the agreement and every twelve months after.
- *Do contractor's employees receive city benefits?* No.
- *What does the maintenance fee include?* All building repairs including restrooms, maintenance of grounds and landscaping around the building, building access, and any maintenance inside the building for example electrical, or plumbing.
- *How does RMP handle fluctuations in visitation, like the influx of small craft in 2020 and 2021?* RMP and Reservoir staff work collaboratively to avoid conflicts between small craft and powerboats and to promote a great experience for all visitors.

### **PUBLIC FEEDBACK**

None.

### **BACKGROUND**

The Boulder Reservoir is a 700-acre water supply and recreation facility west of the Gunbarrel area of Boulder that provides a diversity of recreational opportunities in an exceptional natural setting. It is a popular multi-use resource that contributes to the health and well-being of the Boulder community and to the quality of the natural environment. The Boulder Reservoir is classified as a Regional Park given the unique nature and regional draw of the amenities offered at this site.

Constructed in the 1950s to collect and hold water for municipal, domestic, and agricultural use by members of the Northern Colorado Water Conservancy District, the Reservoir remains, first and foremost, a valuable drinking water supply facility for the city. Recreational activities are supported and managed by the city's Parks and Recreation Department in a manner that is compatible with the protection and management of the water supply.

The Reservoir and nearby Coot Lake are popular destinations for over 300,000 visitors a year who hike, swim, fish, walk dogs, ride bikes, picnic or enjoy the rich diversity of

wildlife in the area. Several recreational facilities and services in the Reservoir and Coot Lake areas are provided by the Parks and Recreation Department (BPR). The South Shore provides facilities to support year-round water-based activities including motorized and non-motorized boating, swimming, water skiing, fishing, wake boarding and tubing, and land-based recreation including picnicking, running, and cycling. A multi-use trail system, including two trailheads and parking lots, support passive recreational uses of the North Shore and Coot Lake including hiking, dog walking, biking, nature observations, and picnicking. The West Shore area is known for its extensive wetland and grassland complex that supports a diversity of sensitive wildlife species.

To accommodate the needs and wants of the regional population that the Boulder Reservoir serves, the Reservoir provides services for small watercraft and power boating, drop-in use, special events, small watercraft boat rentals, programs, picnic rentals, and concessions. These service areas offer the user a unique, comprehensive experience in one of the only areas of Boulder where one can swim in a natural body of water and view the Rocky Mountains. Building upon recommendations and policy guidance of the 2014 Parks and Recreation Master Plan, BPR works with a variety of stakeholders, partners, and user groups to facilitate some of the services at the reservoir. These relationships supplement the experience by providing users with the opportunity for swimming and boating offered by subject matter experts.

In 2016, in alignment with an analysis of Reservoir operations and the master plan, BPR staff explored outsourcing small craft boat rentals. After a formal procurement process, Rocky Mountain Paddle was selected as the vendor for small craft rentals for a 1-year agreement, with the potential of a renewal every year for a maximum of 5 years total. contract extensions.

During these years RMP has provided exceptional customer service, developed positive working relationships with other user groups on-site as well as with the reservoir staff. RMP has been flexible and adaptable to the changing landscape and operational needs over the years of services provided. For example, as the use of SUPs grew over the term of the agreement (see Table 1 below), RMP worked with BPR to develop a clear communication plan that minimized conflict between small craft and motorized craft. RMP over the years has provided access to several charitable events, schools and non-profit organizations. As an outcome of the After Action Review (AAR) in 2020, the BPR reservoir staff and RMP worked together to adjust and modify safety protocols that provide a safer environment for those on the water. The reservoir management team and RMP developed an education process for all reservoir users to understand the rules and regulations at the reservoir.

<b>RMP Participants</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b># Of Bookings</b>	2,119	2,086	1,563	7,820	3,822
<b># Of Customers</b>	4,791	4,622	3,061	15,208	7,686

*Table 1: Year over Year Participation Growth*

Staff report positive feedback from RMP users. Following are examples of feedback from RMP customers:

*“Really easy experience and team to work with. We rented 2 paddleboards for 2 hours and would highly recommend and do it again.” Boulder resident*

*“We had a fabulous family afternoon at Boulder Res renting paddle boards, the Hobie Mirage Eclipse, and Hydrobike. Great equipment and service and knowledge. Thank you!!” June 14, 2017*

*"Booked time on a board at Boulder Reservoir on a gorgeous Friday afternoon in July. The staff was friendly, helpful, and informative. We had a great time and can't wait to get out on the water again. I also love the convenience of booking online- in fact, I had to alter my reservation after booking online, and was able to do so with one quick phone call, where they were kind enough to add my friend's reservation to mine via phone. Great customer service, friendly staff, and equipment are in great condition." July 2019*

## **ANALYSIS**

As the current agreement with Rocky Mountain Paddle reached its maximum length and in alignment with City of Boulder procurement policies, the Parks and Recreation Department prepared a Request for Proposal (RFP) in November 2021. The base proposal requested an expert, professional contractor to operate a small watercraft rental service on-site during the high season and flank seasons (Mid- April, and Mid-October) which includes small watercraft, paddles, and life jacket rentals for a five-year term. The procurement timeline is outlined in Table 2 below.

Milestone	Date
Release RFP to Vendors	November 1, 2021
Vendor Questions Due	November 8, 2021
Answers to RFP Questions Released	November 15, 2021
Proposal Responses Due (4:00 PM Mountain)	November 22, 2021
Finalists selected	December 8, 2021
Vendor Selection (estimate)	December 13, 2021
Contract signed (target)	February 28, 2022
Contract Commencement	March 1, 2022

*Table 2: 2021 Reservoir Boat Rental RFP Timeline*

The requested proposals were to be evaluated based on the following criteria:

### **Vendor Qualifications RFP Criteria:**

1. **Experience** – bids offering a proven track record for small watercraft rental, watercraft rental operational programming, and staff management, with a preference for other municipal or lake rental operations.
2. **Fleet** – bids offering quality, and well-maintained small watercraft rental inventory.
3. **Other Rental Experiences**- bids that have a proven track record of other municipal or lake rental agreements.

4. **Safety Protocol** – bids that clearly outline a safety and emergency protocol and procedures including customer accountability.
5. **Scope** – bids that clearly define small craft program procedures, actions, and business processes according to industry standards to ensure a safe experience and to ensure compliance with ANS protocols.
6. **Vision** – bids that outline a vision for service excellence and enhancing the overall experience at the Boulder Reservoir in line with overarching city goals and plans.

Concluding the response deadline of November 22, 2021, Rocky Mountain Paddleboard was the only proposal received and BPR began negotiations.

#### *Negotiations*

During contract negotiations, the parties agreed upon performance standards that determine the continuation of the contract. The current small watercraft rental service serves walk-in patrons, picnics, and city/external programs. RMP will manage the rentals that occur at the Reservoir Boathouse renting paddleboards, kayaks, and more. RMP will have the possibility, upon department approval, to expand their business into other areas of service and seasons not to include ski or wakeboard motorboat rentals, but may include pontoon boat rentals and rides, collaborations with the reservoir's hospitality partner, Driftwind, expanded lesson program or StandUp Paddleboard races.

#### *Contractor Performance Measures*

For the city to promote consistent levels of service at the Boulder Reservoir, the city has established the following performance benchmarks as goals for each of the Contractors. These are standard measures that are incorporated into all BPR partnership contracts and include: Educational Components to promote participant understanding of health and well-being, Health Benefits, Participation (Engagement & Activity), and Social Relationship Building. These measures will be calculated through parent and participant interactions, participation surveys, and communication between the city and the Contractor. If performance benchmarks are not met, then the city and the Contractor will meet to discuss the future of the services offered.

Contract Requirements as proposed in the RFP are listed below and outlined in Table 3.

The proposed RMP contract includes an increased annual base rent that more closely aligns with the facility usage of the boathouse and the Standup Paddleboard storage unit. The introduction of monthly Common Area Maintenance (CAM) fees will be applied during the reservoir's high season (May – September), which reflects the boat rental seasons. These fees will offset the costs of building maintenance, landscaping trash collection, janitorial services, and utilities use for those months the boathouse is actively being used. Revenue collected is captured at 10% for rentals and programs and 15% for all retail sales. In addition to the revenue share, the reservoir will continue to collect the access fee for all patrons using any RMP services.

<b><u>RFP Bid Requirements</u></b>	<b><u>RFP Bid Included the following</u></b>	<b><u>Negotiations for Contract</u></b>
Base Rent \$8,000 annually	Rental of the Boat House	No change
Common Area Maintenance (CAM) Fees \$500 per month	Paid during operational seasons: High Season and Flank Seasons. (Mid-April through Mid-October) CAM fees include; zero waste requirements (excluding large items), water, electricity, general building maintenance, janitorial restroom services, trash removal	\$300/month Paid during RMP operational season May – September
Revenue Share Rentals 10%	10% retained by COB	No change
Revenue Share Programs	20% revenue retained by COB and participants of registered classes do not pay an access fee.	10% revenue retained by COB and participants pay the access fees.
Revenue Share retail sales	20% Retail sales retained by COB	15% retail sales retained by COB
Vendor proposed service pricing structure for BPR camp watercraft usage annually during 6 weeks in high season.	Include pricing for COB youth summer camp at the reservoir.	COB camp charged \$5/ craft/ hour for watercraft. Donation of 3 craft per week equating to approx. \$1500.

*Table 3: 2022 RMP Contract Terms*

### **NEXT STEPS**

City Council's approval is required for any agreement over three years. Upon council's approval, the contract will be executed, and staff will monitor the contractor's performance to ensure compliance with all terms and performance measures.

### **ATTACHMENT(S)**

Attachment A: Agreement for RMP Boulder Reservoir

Attachment B: Rocky Mountain Paddle Addendum 2022

Attachment C: Rocky Mountain Paddle RFP

## **AGREEMENT FOR USE OF BOULDER RESERVOIR**

THIS AGREEMENT FOR USE OF BOULDER RESERVOIR (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Boulder, a Colorado home rule municipality ("City"), and Rocky Mountain Paddleboard, LLC, a Colorado limited liability company (" RMP"). The City and RMP may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

A. The City owns and operates the Boulder Reservoir (the “Reservoir”), located at 5565 51<sup>st</sup> Street in Boulder; and

B. The Reservoir is subject to heavy, and frequently competing, demands for use from individual citizens and from organized groups; and

C. The City has incurred and will incur substantial expenses to own and operate the Reservoir; and

D. The Parties recognize that it is in the public interest that access to the Reservoir be allocated fairly among the various users and that individuals and organization using the Reservoir each pay a fair share of the operating costs; and

E. Both Parties recognize the need for boat rentals and associated services at the Reservoir; and

F. The Parties desire to reach an agreement which will allow RMP to rent small craft boats (kayaks, paddleboards, canoes, hydro-bikes, stand up paddle boards), instruct on small craft use, and hold classes and programs related to small watercraft (the “Services”).

### **AGREEMENT**

In exchange for the mutual promises and agreements contained herein, which constitute good and sufficient consideration, the Parties agree as follows:

1. Term.

A. The term of this Agreement shall be April 1, 2022 through October 31, 2027, inclusive (“Term”).

2. Amendment in Writing.

A. No amendment or modification shall be made to this Agreement unless it is



in writing and signed by both Parties. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

3. Scope of Work.

3.1 The City agrees to use the Services of RMP as set forth in more detail in **Appendix A**, Scope of Work, attached hereto and incorporated herein, for the Term of this Agreement and RMP covenants and agrees to provide the Services as required and requested by the City during the Term of this Agreement.

3.2 The City will provide the facility at the Reservoir for the Services, which facility is known as the Boathouse (the "Facility") as depicted in **Appendix C**, Boulder Reservoir Boathouse Facility, attached hereto and incorporated herein. RMP is responsible for maintaining the Facility in a clean and orderly fashion. The Facility space will be provided by the City based on historical needs for the Services. Additional space needed for the Services will require written approval from the Reservoir Supervisor or their designee and shall be reflected as an amendment to this Agreement.

3.3. In connection with the Services, RMP shall undertake the duties and responsibilities and provide the services described in Appendix A.

3.4 RMP is responsible for providing inclusion services. If a participant in the Services requests an accommodation, RMP is responsible for providing any such accommodation in accordance with American Disability Act (ADA) requirements. 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, etc. RMP is responsible for all costs associated with providing the accommodation. RMP shall contact the City's Exciting Programs Adventures and New Dimensions (EXPAND) at 303-441- 7256, for additional information or training regarding accommodations and the inclusion process.

3.5 In addition to those duties outlined in Appendix A, RMP shall provide adequate supervision at all times. RMP shall maintain at least two (2) adult staff members at the Facility at all times. RMP, at its own cost, shall obtain a background check on each employee prior to working with any of the 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 RMP if RMP is an individual and will be working directly with program participants. RMP shall provide the City with all background check information, as well as CPR Certificates, no later than May 31 of each year of the Term of this Agreement.

3.6 As a general matter, RMP shall communicate with the City about the Services primarily through Reservoir Supervisor or their designee or their designee.

3.7 RMP agrees to comply with the requirements of the Independent Contractor Manual of the City's Boulder Parks and Recreation Department.

4. Compensation.

4.1 The Parties will cooperate to set fees that will be charged to a person who wishes to obtain rental, class, or lesson services with RMP (the "Participants"). However, the City shall have final authority on price set for fees. All RMP participants shall pay the established facility access fee upon entry into facility. RMP will pay the City on the basis of fees collected from participants, as set forth below and more fully described in **Appendix B**, Fee Schedule, attached hereto and incorporated herein.

4.2 Payments to the City are based on the amount of revenues collected by RMP for the Services. Such revenues are calculated from the data generated by RMP's rental software. This data includes both the number of rentals and the amount of revenue collected month to date for the Services and is set forth in revenue reports generated by RMP (the "Revenue Reports"). RMP will pay to the City ten percent (10%) of the total revenue collected by RMP from the Services. In addition, RMP will pay to the City fifteen percent (15%) of retail sales of any products sold by RMP, as well as \$8,000 ("Base Rent") for boat house rental for year round use of the boathouse, and \$300/month in Common area maintenance fees in the months of May - September. Base Rent shall increase annually by three percent, with the first increase occurring on the first day of the thirteenth full calendar month from the Effective Date and every 12 months thereafter. Late payments shall incur a late penalty fee of \$50 per day that it is late. Tenant may also be subject to termination of Agreement for non-payment or late payment as set forth in Section 8 of this Contract.

4.3 RMP agrees to provide the City with a copy of the Revenue Reports within thirty (30) days of the dates set forth in Appendix B. It is the responsibility of the City to review this information and to submit a final invoice to RMP for payment. Subject to final City approval, RMP shall pay the final invoice within thirty (30) days of receipt. The City shall only pay expenses associated with the Services as set forth on Appendix A.

4.4 RMP will provide the City with boat rental information prior to the first day of business each year. Upon reasonable, advance request, the City may inspect and copy any or all records of RMP which would bear on any amounts charged to the City pursuant to this Agreement. The Parties will share any information collected, including participant information, addresses, and email addresses of the Participants.

4.5 If RMP is unable to meet its obligations under this Agreement, and any of the Participants requests a refund, RMP may refund all or a portion of the service fee to the Participants and withhold such amount from the payment to the City. If payment to the City has already been made, RMP will bill the City for the amount to be reimbursed, and the City will pay that amount to RMP within two (2) weeks of the date of such bill.

5. Insurance

## 5.1

- a. Minimum Coverages. RMP agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverages:
  - i. Workers' Compensation and Employers' Liability
 

State of Colorado:	Statutory
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  - ii. General Liability – ISO CG 00001 or equivalent
 

A. General Aggregate Limit:	\$2,000,000
B. Per Occurrence:	\$1,000,000
  - iii. Automobile Liability Limits - ISO form CA0001 (BAP) or equivalent including coverage for owned, non-owned, and hired autos <sup>1</sup>

Bodily Injury & Property Damage Combined Single Limit:	\$1,000,000
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- b. Additional Insurance Requirements.
  - i. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
  - ii. Where commercially available, **RMP shall name “the City of Boulder, it's elected and appointed officials, directors, officers, employees, agents and volunteers” as additional insureds** as their interest may appear (except for Workers' 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. **The Certificate Holder shall be identified as: City of Boulder, P.O. Box 791, Boulder, CO 80306.**
  - iv. All policies of insurance shall be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the City.
  - v. A Separation of Insureds Clause must be included in general liability policies.
  - vi. RMP limits are reduced below the required per occurrence limit. At its own expense, RMP will reinstate the aggregate limits to comply with the

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<sup>1</sup> Applicable only if RMP, its agents, employees, or representatives will be using motor vehicles in Colorado while performing the Services.

minimum requirements and shall furnish to the City a new certificate of insurance showing such coverage is in force.

- vii. RMP's insurance carrier shall possess a minimum A.M. Best's Insurance Guide rating of A- VI.
- viii. RMP, or RMP's insurance broker, shall notify the City of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. RMP shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.
- ix. RMP is responsible for any damage or loss to its own vehicles or equipment.
- x. The City and RMP shall cooperate with each other in the collection of any insurance proceeds that may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
- xi. RMP and its insurers shall waive subrogation in favor of Additional Insured parties.
- xii. RMP shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- xiii. General Liability coverage shall include a waiver of subrogation.

## 6. Indemnification

6.1 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 Agreement, 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 Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of BCR's operations in connection with this Agreement, including operations of subcontractors and acts or omissions of employees or agents of BCR.

## 7. Immunity.

7.1 Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement 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 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.

8. Miscellaneous.

8.1 The relationship between RMP and the City is that of an independent contractor. RMP shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. RMP 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 RMP. **RMP is not entitled to workers' compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.**

8.2 RMP shall not assign this Agreement without the written consent of the City, which it may withhold at its sole discretion.

8.3 This Agreement shall be subject to the provisions of the Charter, Municipal Code and Ordinances of the City of Boulder. RMP shall comply with any city ordinance and use codes, relevant local and state ordinances. RMP will follow sound ordinance and ANS policy.

8.4 This Agreement may be terminated by either Party if it has been materially breached by the other Party and written notification is tendered. In the event of a material breach, the City reserves the right to terminate within three (3) days of tendering written notification to RMP of the breach. The City may, at any time, terminate this Agreement, in whole or in part, for its own convenience. The City shall pay RMP for work satisfactorily completed, to the date of termination. The City shall determine the portion of work completed.

8.5 In addition, the City reserves the right to terminate this Agreement if RMP fails to meet minimum revenue requirements established by the City and RMP one (1) month prior to Memorial Day. Failure to meet minimum revenue requirements shall be considered a material breach and the procedures set forth above shall be applied.

8.6 Furthermore, the City hereby reserves the right to decide all questions arising as to the proper performance of the 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 Agreement, 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 RMP. RMP may be given thirty (30) days to cure the defect. This Agreement shall terminate within sixty (60) days of delivery of such notice if the City determines that the defect has not been cured.

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

this Agreement shall be deemed an incidental beneficiary only.

8.8 The waiver of any breach of a term, provision, or requirement of this Agreement 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.

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

8.10 RMP agrees to rent watercraft to City of Boulder watersports camp at \$5/craft per hour

9. Worker Without Authorization.

- a. No Employment of Worker Without Authorization. RMP certifies that RMP shall comply with the provisions of Section 8-17.5-101, et seq., C.R.S., as now or hereafter amended. RMP shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to RMP that the Subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- b. Employment Eligibility Confirmed. RMP 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 Agreement through participation in either the E-Verify Program as defined by Section 18-17.5-101(3.7), C.R.S., or the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S. ("Department Program"); (ii) that RMP is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed; and (iii) if RMP obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, RMP shall be required to:
  - i. Notify the Subcontractor and the City within three (3) days that RMP has actual knowledge that the Subcontractor is employing or contracting with a worker without authorization; and
  - ii. 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), C.R.S., the Subcontractor does not stop employing or contracting with the worker without authorization;

except that RMP shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with a worker without authorization.

- c. Compliance with Investigation. RMP 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 RMP fails to comply with any requirement of this provision or Section 8-17.5-101, et seq., C.R.S., the City may terminate this Agreement for breach and RMP shall be liable for actual and consequential damages to the City.

**[SIGNATURE PAGE FOLLOWS]**

The Parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be original, but all of which together shall constitute a fully binding and executed Agreement.

**ROCKY MOUNTAIN  
PADDLEBOARD, a/k/a RMP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BOULDER**

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



## **Appendix A**

### **Scope of Work**

A. Specific Program Information. The Services include renting small craft boats (kayaks, paddleboards, canoes, hydro-bikes, stand up paddle boards and one pontoon boat), instruction on small craft use, classes and programs related to small watercraft, and ensuring the Participants' safety and compliance with RMP's rules and the City's rules.

As a key partner at the Boulder Reservoir, RMP will work with the city to ensure all operations honor that the Boulder Reservoir is a shared community resource and a public place. Its first and foremost purpose is a valuable drinking water supply for the City of Boulder. The recreational activities at the Reservoir are provided in a manner that is compatible with the protection and management of the water supply and have grown to be deeply appreciated by community members. It is essential that it remain a place that is accessible, safe and welcoming to the general public

B. The City agrees to provide the following services for the program specified above:

Facility and location: Boulder Reservoir, 5565 N 51<sup>st</sup> Street, as depicted in Appendix C.

1. Advertise the courses in the seasonal City of Boulder Recreation Guide, website, email blast, promotional flyers, and additional marketing efforts as they present themselves.
2. Provide inclusion training for RMP as needed.
3. Provide RMP orientation on the City's policies and procedures.

C. RMP will provide small craft rental to Boulder Reservoir Camp at rate of \$5.00 per craft per hour.

1. Trainings. Prior to the start of the Services, RMP agrees to participate in the City's trainings as follows:

- a. RMP and city staff will participate in pre-program training on the City's policies and procedures and facility use.
- b. RMP and city staff will attend staff training both before providing any of the Services and as necessary throughout the season.
- c. RMP will attend the City's EXPAND inclusion training as needed.

D. The Services. RMP will schedule and supervise all the Services activities and the Participants with approval from the Reservoir Supervisor or their designee, such duties include but

are not limited to the following:

1. RMP will hire, supervise, and pay all staff of who perform the Services.
2. RMP will brand the City of Boulder Parks and Recreation Department through marketing materials, staff uniforms, banners, etc., consistent with all City of Boulder Parks and Recreation regulations for branding.
3. RMP will submit all promotional materials to the Reservoir Supervisor or their designee for use in the Recreation Guide in a timeframe determined by the Reservoir Supervisor or their designee.
4. RMP will collect the City's Risk and Release forms from all the Participants.
5. RMP will keep accurate records and provide complete and timely information for required reports on activities including accountability procedures, incident and accident reports, injury log, and major customer service issue reports.
6. RMP will collect all of the Participants' information for promotional materials (i.e. name, email address, address, phone number) and provide to the Reservoir Supervisor their designee on or before the conclusion of the program.
7. RMP will meet with the Reservoir Supervisor or their designee on a quarterly basis to report on Boat Rentals and Associated Services.
8. RMP will submit all required reports and/or forms within twenty-four (24) hours of any incident and/or accident. The completed, signed forms will be provided by the City to RMP and should be faxed, emailed, or hand delivered to the Reservoir Supervisor or their designee.
9. RMP will maintain an injury log. The log will be provided by the City and kept at the Facility and turned into the Reservoir Supervisor or their designee at the end of September each year of the Term of this Agreement.
10. RMP will submit annual operations and safety manuals to Boulder Reservoir Supervisor or their designee.
11. All additional watercraft permit fees and storage fees apply at resident rates
12. RMP will comply with all requirements of Appendix D, Addendum,

attached hereto and incorporated herein. The City reserves the right to update Appendix D on an annual basis.

E. MASTER PLAN and RESERVOIR GOALS. The Services will align with the City's Parks and Recreation Master Plan goals to meet community needs, including, but not limited to the following:

1. RMP will provide a scholarship program for the Participants who the City determines are eligible for financial assistance based on the City's eligibility policy for reduced fees. RMP is responsible for all costs associated with providing the assistance.
2. In conjunction with a scholarship program, RMP will conduct community outreach to underserved populations of the community.
3. RMP will set program plans to broaden the scope of offerings for a wide range of community opportunities.
4. RMP will work with the Reservoir Supervisor or their designee to maximize facility use while exploring creative ways to use available spaces.
5. Partnership reporting will include data on items 1, 2 and 3 above.

F. Reporting Obligations.

1. RMP shall submit a Lifecycle Management and Delivery Model Report (the "Report") to the Reservoir Supervisor or their designee on or before November 1st of each year of the Term of this Agreement. A Report will be generated by the City. The purpose of the Report is to assist the City in the evaluation of the Services and the development of future programming.
2. RMP shall submit Revenue Reports that clearly show total revenue earned by RMP at the Reservoir every thirty (30) days, beginning at the start of business each year of the Term of this Agreement.
3. RMP will shall submit annual reporting on community benefit programming/master plan goals.

G. PERFORMANCE BENCHMARKS.

1. RMP shall be responsible for meeting the following software requirements:
  - a. Has a secured contract or agreement for rental software;

- b. The software, or associated credit card processor, meets PCI compliance standards; and
  - c. The software will record or report total revenue.
- 2. RMP shall maintain RMP's staff appearance to meet the following standards:
  - a. RMP's staff shall be dressed appropriately for the outdoor-oriented job (shorts, t-shirts), while maintaining a professional appearance (no bathing suits) with RMP's logo.
  - b. The City will determine the appropriateness of RMP's staff members' appearance.

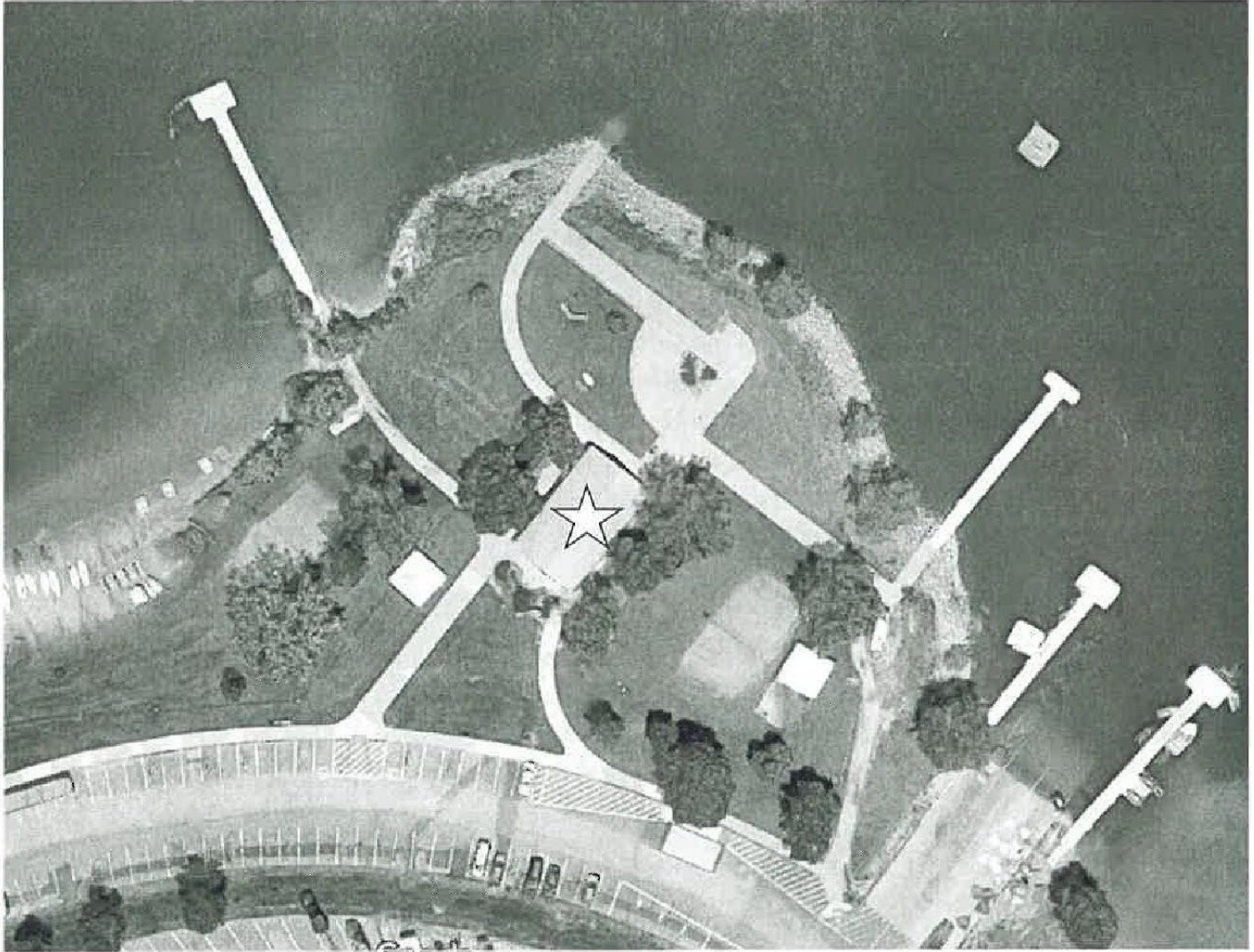
## **Appendix B Fee Schedule**

RMP agrees to pay the City according to the requirements below.

- Revenue- share agreement
  - o Ten percent (10%) of revenue generated at the Boulder Reservoir from rentals and programs

Fifteen percent (15%) of all retail revenue generated at the Boulder Reservoir

- Payment occurs every thirty (30) days (begins thirty (30) days after the first day of business each year of the Term of this Agreement)
  - o RMP submits the Revenue Reports.
  - o The City approves the Revenue Reports and has the option to ask RMP for clarification and more information.
  - o The City submits an invoice to RMP based on the Revenue Reports.
  - o RMP submits payment according to Section 4.3 of this Agreement.

Boulder Reservoir Boathouse Facility y

Star over the Boathouse at the Boulder Reservoir represents the Facility.

## **Appendix D Addendum**

### **Addendum to Reservoir boat rentals and associated services agreement dated April 2022**

All conditions will remain the same through December 15, 2022, as stated in the Agreement for use of Boulder Reservoir (agreement) dated April 1, 2022. Additional items for the 2022 contract of boat rentals and associated services at the Reservoir are the following:

RMP must submit for approval a COVID-19 plan for all programs and services. This plan must be approved by Boulder County Health Department and must be strictly adhered to throughout operations.

Must follow user groups Standard Operating Procedures (SOP) for incoming watercraft from contracted users.

All requests for maintenance, repairs, or assistance with projects or project requests will be submitted in writing to Irrigation and Maintenance Supervisor and Facility Supervisor or Reservoir designee.

No personal vehicles will be stored on site.

No personal craft will be stored on site unless it has paid the current reservoir permit and paid assigned storage.

RMP will not provide storage for any personal craft.

ALL vehicle/motorized craft repair and maintenance will occur offsite.

Building access keys will be provided to RMP staff from reservoir staff. Keys will be managed by Irrigation and Maintenance Supervisor or Reservoir designee. All requests for hard keys will be submitted via email to Irrigation and Maintenance Supervisor or reservoir designee. All requests for key cards will be submitted via email to Facility Supervisor, or Reservoir designee.

Front gate access will consist of one (1) key card to the Facility for after hours. This key card is to be issued to and used by Shawn Rodine.

Pontoon boat usage will include wet mooring at the current resident fee and powerboat permit at the current resident permit fee.

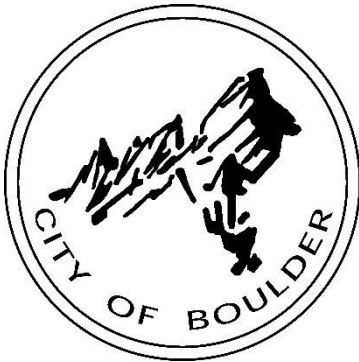
All use of watercraft use for the City of Boulder Water Sports Camp will be \$5 per hour per craft.

RMP will donate three (3) craft per week for the City of Boulder Reservoir Camp for their use without a rental fee

All watercraft entering or leaving the facility will be subject to current ANS Protocols. Any necessary decontaminations or additional inspections will be charged at current ANS rates.

RMP shall comply with any City ordinances and use codes, including noise ordinance, ANS protocols or any relevant local and state ordinances.

Annual hours, fees, and programming including events will be submitted via email to Facility Supervisor, or Reservoir designee each year or annually by April 1. Any changes will be submitted via email to Facility Supervisor, or Reservoir designees at least three (3) weeks in advance of the change date.



## **CITY OF BOULDER, COLORADO**

Finance Department / Purchasing  
Division  
P.O. Box 791  
Boulder, Colorado 80306

### **Request for Proposal**

# **RFP No. 57-2021**

**Due Date: November 22, 2021**

**Operate and Manage Small watercraft Rental Service at the  
Boulder Reservoir**

### **For Information Contact:**

**Parks & Recreation**

**[munros@bouldercolorado.gov](mailto:munros@bouldercolorado.gov)**



**CITY OF BOULDER, COLORADO  
NOTICE OF CALL FOR PROPOSALS 57-2021**

The City of Boulder, Colorado, is seeking proposals for:

**Operation and Manage small watercraft Rental Service at the  
Boulder Reservoir**

In accordance with the specifications of the RFP, proposals will be received until 4:00P.M. Mountain Time, Monday, **November 22, 2021**. Late proposals will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from the website at:  
[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)

The city will only accept electronic submissions in response to this RFP. Electronic submissions are required to be considered for an award. Please plan for a maximum file size of 2GB.

To submit your proposals online, please visit [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). The submission deadline is Monday, **November 22, 2021**, at 4:00 PM MST

If you experience problems submitting your electronic response, please contact the Bidnet Direct technical support team (800-835-4603) **prior** to the submission deadline. The 4:00 pm deadline is a hard stop. You must save your submission to the site before the deadline or you will be locked out and your submission will not be accepted.

Proposals 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.

The lowest responsible and best proposal shall be accepted; provided, however, that the city, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

**Dated this: November 1, 2021**

City of Boulder, Colorado  
A Municipal Corporation

By: \_\_\_\_\_  
City Clerk

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## Section I: General RFP Information

### A. OVERVIEW

#### BACKGROUND

The City of Boulder, Colorado (hereafter referred to as “the City” or “City”), is located in Boulder County, is 35 miles northwest of Denver, and has a population of just over 100,000 residents. The City is approximately 25 square miles in size, surrounded on all sides by nearly 65 square miles of City-owned open space. Boulder is home to the University of Colorado at Boulder and its 36,000 students, faculty, and staff; has a vibrant local economy, with significant industry clusters in “clean tech”, natural and organic foods and active living/recreation; and is home to several federal laboratories, including the National Center for Atmospheric Research, National Institute for Standards and Testing and the National Oceanic and Atmospheric Administration.

The Boulder Reservoir (hereafter referred to as “the Reservoir” or “Reservoir”) is a 700-acre water supply and recreation facility west of the Gunbarrel area of Boulder that provides a diversity of recreational opportunities in an exceptional natural and visual setting. It is a popular multi-use resource that contributes to the health and well-being of the Boulder community and to the quality of the natural environment.

Constructed in the 1950s to collect and hold water for municipal, domestic, and agricultural use by members of the Northern Colorado Water Conservancy District, the Reservoir remains, first and foremost, a valuable drinking water supply facility for the City. Recreational activities are supported and managed by the City’s Parks and Recreation Department in a manner that is compatible with the protection and management of the water supply.

The Reservoir and Coot Lake are popular destinations for over 500,000 visitors a year who hike, swim, fish, walk dogs, ride bikes, picnic or enjoy the rich diversity of wildlife in the area. Several recreational facilities and services in the Reservoir and Coot Lake areas are provided by the Parks and Recreation Department (hereafter referred to as “the Department: or “Department”. The South Shore provides facilities to support year-round water-based activities including motorized and non-motorized boating, swimming, water skiing, fishing, wake boarding and tubing, and land-based recreation including picnicking, running, and cycling. A multi-use trail system, including two trailheads and parking lots, support passive recreational uses of the North Shore and Coot Lake including hiking, dog walking, biking, nature observations and picnicking. The West Shore area is known for its extensive wetland and grassland complex that supports a diversity of sensitive wildlife species.

### B. Boulder Reservoir site location

**Boulder Reservoir**  
**5565 51st Street**  
**Boulder, CO 80301**

## **Boulder Reservoir Boat House Building**

**Located at the Boulder Reservoir**

**Amenities include:**

**Boat House Building; High season operations, storage during low season, trash, recycling, utilities, and janitorial for restrooms.**

**1,500 Total Square Feet**

## **C. SCOPE OF SERVICES**

### **Base Proposal**

The City of Boulder is seeking an expert, professional contractor to operate a small watercraft rental service on-site during the high season and flank seasons (Mid- April – Mid October) which includes small watercraft paddles and life jacket rentals. The successful vendor will establish a contract with the City for a five-year term. There will be established performance standards to determine the continuation of this agreement, and these will be agreed upon during contract negotiations.

The current small watercraft rental service serves walk-in patrons, picnics, and city/external programs. 70-150 rentals occur at the Reservoir Boathouse daily renting paddleboards, kayaks, and more. The successful vendor will be expected to operate the boat rental service during high season hours, and will have the possibility, upon department approval, to expand their business into other areas of service and seasons. This does not include motor boat rentals.

The vendor will supply and support its own software to process boat rentals, and payments.

## **D. DESIRED QUALIFICATIONS**

### **Contractor Requirements**

1. Demonstrated experience, license and/or certification in coaching, training, education, and supervision of a variety of small watercraft rental options.
2. Verification of a valid Colorado Business License.
3. Demonstrated best practices for recruiting, hiring, and training staff members.
4. Demonstrated experience in tracking and accountability of all participants and water craft, and/or recreational-based classes, events or programming.
5. Demonstrated experience providing education about rules, regulations and instruction on how to use craft safely and safety on the water to customers.
6. Proven track record in small watercraft rental operations.
7. Demonstrated ability to have successful working relationship with managing entity.
8. Safety certification and risk management protocols for all staff to ensure the highest safety standards and emergency response.
9. Demonstrated experience managing a financially successful business.
10. Fully staff operations according to facility hours; to include the below.  
High Season: Memorial Day – Labor Day  
Flank Seasons additional possible operations:  
Mid April to Memorial Day and Labor Day – Mid October .
11. Abide by reservoir rules and regulations and policies

12. Have a clear understanding of the Boulder Reservoir Aquatics Nuisance Program (ANS) and support its goals and objectives.

## **E. Long Term Goals**

1. Explore options to expand small watercraft rental service to provide a more comprehensive service to the public (including collaboration with other partners, user groups of the facility and Boulder Park and Recreational based programs).
2. Explore options to expand service offerings beyond High Season; Flank Seasons; Mid-April – Memorial Day and Labor Day – Mid October .
3. Explore options to expand programming throughout the facility amenities with particular focus on BPR camps, and community benefit programming such as those for youth, those with low resources, and people with disabilities.

## **F. EXPENSES TO BE COVERED BY THE CONTRACTOR**

1. Staff, instructors, and sub-contractor salaries, compensation, and benefits.
2. Legal, human resources, payroll, and other administrative functions.
3. Insurance, certifications, and permits.
4. All program materials and supplies.
5. Business software and all associate fees.

## **Section II: Requirements**

- a) Annual Base Rent for; facility rental which includes, the rental of the boat house: \$8,000
- b) Common Area Maintenance (CAM) fees; paid only during operational seasons; High Season and Flank Seasons. (Mid April – Mid October) CAM fees include ; zero waste requirements (excluding large items), water, electricity, general building maintenance, janitorial restroom services. Approximately \$500 per month
- c) Revenue share retained by the City of Boulder of all rentals is 10%
- d) Revenue share retained by the City of Boulder for registered programs and classes is 20%
- e) Revenue share retained by the City of Boulder of all retail sales is 20%

## **Section III: Administrative Information and Requirements**

### **A. RFP OFFICIAL CONTACT**

Upon release of this RFP, all vendor communications should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other city employees may result in disqualification. Any oral communications will be considered unofficial and non-

binding on the city. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator; Stephanie Munro; Regional Facilities Manager  
 Address: City of Boulder  
 E-mail: munros@bouldercolorado.gov

## B. PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

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

Milestone	Date
Release RFP to Vendors	November 1, 2021
Vendor Questions Due	November 8, 2021
Answers to RFP Questions Released	November 15, 2021
Proposal Responses Due (4:00 PM Mountain)	November 22, 2021
Finalists selected	December 8, 2021
Vendor Selection (estimate)	December 13, 2021
Contract signed (target)	February 28, 2022
Contract Commencement	March 1, 2022

## C. QUESTIONS REGARDING THE RFP

Vendors who request clarification of the RFP's requirements may submit written questions to the RFP Coordinator by 4 p.m. (Mountain Time) on November 8, 2021. Written copies of all questions and answers will be provided as an addendum on Bidnet. An email attachment sent to munros@bouldercolorado.gov is preferred.

## D. PROPOSAL PREPARATION

### GENERAL INFORMATION

***Vendors must prepare proposals using an electronic version of the forms provided in Section IV of this RFP.*** This approach will allow all the proposals received to be compared in a consistent manner.

## E. PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

<b>Due Date:</b>	<b><i>Proposals must be received no later than November 22, 2021 at 4 p.m. (Mountain Time).</i></b>
<b>Submission Format:</b>	<p><u>Electronic Submissions</u></p> <p>The city is implementing use of electronic proposal submissions for this RFP. Please plan for a maximum file size of 2GB.</p> <p>To submit your proposal online, please visit <a href="http://www.bidnetdirect.com/colorado">www.bidnetdirect.com/colorado</a>.</p> <p>If you experience problems submitting your electronic response, please contact the Bidnet Direct technical support team (800-835-4603) <b><i>prior</i></b> to the submission deadline.</p> <p>The city will <b>not</b> accept facsimiles.</p> <p>Late proposals will not be accepted nor will additional time be granted to a specific vendor. All proposals and accompanying documentation will become the property of the city and will not be returned.</p>

## F. EVALUATION PROCEDURES

The evaluators will consider how well the vendor's proposed solution meets the needs of the city as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is intended to help the city select the vendor with the best combination of attributes based on the evaluation factors.

Proposals will be evaluated based on the following criteria:

### **Qualifications**

1. **Experience** – bids offering a proven track record for small watercraft rental, watercraft rental operational programming, and staff management, with a preference for other municipal or lake rental operations.
2. **Fleet** – bids offering quality, and well-maintained small watercraft rental inventory.
3. **Other Rental Experiences**- bids that have a proven track record of other municipal or lake rental agreements.
4. **Safety Protocol** – bids that clearly outline a safety and emergency protocol and procedures including customer accountability.
5. **Scope** – bids that clearly define smallcraft program procedures, actions, and business processes according to industry standards to ensure a safe experience and to ensure compliance with ANS protocols.
6. **Vision** – bids that outline a vision for service excellence and enhancing the overall experience at the Boulder Reservoir in line with overarching city goals and plans.

The city reserves the right to require that a group of finalist vendors make a presentation to a selection team. The individual that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

The city reserves the right to request additional information from any proposing firm. The city may contact and evaluate the firm's and subcontractor's references; contact any firm to clarify any response; contact current users of the firm's services; and seek and review any other information deemed pertinent to the evaluation process.

## **Section IV: Required Proposal Response Forms**

Vendors must respond to each question outlined in Section II: Requirements, as well as complete all the forms in the Attachments section, and any other requests for information contained herein. The following format is required for response.

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. Cover Letter-The cover letter should introduce your company and must contain the following statements and information: Company name, address, and telephone number of the vendor submitting the proposal. Name, title, address, e-mail address, and telephone number of the person or persons who are authorized to represent the vendor and to whom correspondence should be directed. The proposer's federal and state taxpayer identification numbers.
2. A statement of project scope and understanding and vision for the partnership.
3. Your general approach to executing the work, services, rentals, and programs required of the project. Include a description of the specific boat rental and boat recreational services your company provides. Specifically describe how you intend to structure your work, staff, and services to deliver a quality product including tentative programs for seasonal classes.
4. A description of how your previous experience prepares you to facilitate a project such as watercraft rental operations
5. A list of key personnel, including yourself if applicable, who will be assigned to the project, small watercraft rentals, programming and/or classes. For each person list their:
  - a) Position with the company/organization
  - b) Years involved with the company/organization
  - c) Years of experience providing service
  - d) Relevant skills, experience, dance history and credentials
  - e) Applicable training, certifications and licenses
  - f) Results of 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 boat rental operations and/or recreational boat/craft programming your company/organization has completed in the last three (3) years, including:



- a) Service name
- b) Location
- c) Service description and duration
- d) Number of staff and participation,
- e) Services offered including classes, programs, events and types of rentals
- f) Methods of promotion or marketing
- g) Contract or fee information
- h) Photos of instructor, class and venue (optional)
- i) Service feedback, references and statistics

8. Form 1:

- a.) provided in this document along with the proposal. Provide an outlined fee structure of the vendors, watercraft rental fees, other rental services fee and pre-registered programming.
- b.) Provide proposed service pricing structure for BPR camp water craft usage annually during 6 weeks in high season.
- c.) Provide proposal to ensure accessibility for and/or expand access to groups identified by the Boulder Community as priorities for BPR to serve: aging adults, youth, those with disabilities and those with low-income.

City of Boulder Reservoir access fees are paid by the customer upon entry for any rental services. Access fees will be waived for participants pre-registered in ongoing programming (classes) this excludes rentals. Vendor will provide a program roster for all pre-registered programming to receive the waived fees. Vendor will be assessed annual permit fees, any other associated fees outside of small craft rental fleet, and storage fees based on current Boulder Park and Recreation (BPR) fee schedules.

9. Form 2: Provide safety and emergency protocols and procedures for customer accountability, ANS mitigation, weather protocols, and medical emergency procedures,

10. Form 3: Provide an inventory list of rental inventory to include watercraft, lifejackets and paddles

11. Form 4: Please complete and attach the Non-Collusion Certificate

12. Form 3: Please review the city's contract attached to this RFP, as well as the RFP itself.

Proposals which take exception to the specifications, terms, or conditions of this RFP 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 conditions, terms, and specifications of the RFP. If your firm takes no exception to the specifications or contract of this RFP, please indicate so.

## Section V: ATTACHMENTS

### FORM 1: 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 watercraft rental services. The 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.

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

1. **Experience** – bids offering a proven track record for small watercraft rental, small watercraft rental operations programming, and staff management.
2. **Fleet** – bids offering quality, and well-maintained boat rental inventory.
3. **Qualifications** – bids offering a proven track record for programs and staff credentials.
4. **Other Rental Experiences**- bids that have a proven track record of other municipal or lake rental agreements.
5. **Safety Protocol** – bids that clearly outline a safety and emergency protocol and procedures.
4. **Scope** – bids that clearly define program procedures, actions, and processes according to industry standards.

# FORM 1: NON-COLLUSION CERTIFICATE

## NON-COLLUSION CERTIFICATE

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )  
 ss.

The undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Boulder for consideration in the award of a contract on the improvement described as Boat Rentals at the Reservoir.

(Firm Name)

By: \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

## FORM 2: ACCEPTANCE OF TERMS AND CONDITIONS

The Draft Contract attached is intended for use as is. Use this form to indicate your acceptance of the terms and conditions contained in draft Contract attached.

Please indicate exceptions to the RFP itself in this form. Proposals which take exception to the specifications, terms, or conditions of this RFP 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 conditions, terms, and specifications of **the RFP**.

Submitters that take exceptions to any terms and conditions or offer language 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 terms and conditions as contained in the draft Contract. Note that such exceptions may render the proposal non-responsive and cause the submittal to be rejected.

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

The City of Boulder asks that vendors do not submit their own contract.

Signed, By:

---

Title

---

Date

For:

## **Section VI: Appendices**

### **RFP AMENDMENTS**

The city reserves the right to change the schedule or issue amendments to the RFP at any time. The city also reserves the right to cancel or reissue the RFP.

### **VENDOR'S COST TO DEVELOP PROPOSAL**

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the city. This includes travel to and from the city of Boulder for the purposes of participating in interviews as part of the selection process.

### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

The city reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the city.

### **PROPOSAL VALIDITY PERIOD**

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the city and the successful vendor.

### **PUBLIC INFORMATION**

Proposal may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked

## **CONTRACT AWARD AND EXECUTION**

- The city reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the city.
- The general conditions and specifications of the RFP and as proposed by the city and the successful vendor's response, as amended by agreements between the city and the vendor, will become part of the contract documents. Additionally, the city will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with the city.
- If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the city may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**CITY OF BOULDER****SERVICES CONTRACT FOR A RECREATION PROGRAMS AND SERVICES****CITY OF BOULDER PARKS AND RECREATION**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Boulder, (the "City"), and \_\_\_\_\_, a Colorado \_\_\_\_\_, (the "Contractor").

**RECITALS:**

The City is desirous of contracting with the Contractor for services associated with the operation of a Recreation Program on behalf of the City of Boulder Parks and Recreation for the period from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ (the "Recreation Program").

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 Programs and services for the period from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, 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 this Contract as mutually agreeable by both parties; such renewals shall be in writing and signed by both parties.

1.2 The City will provide the facility for the operation of the Recreation Programs and services (\_\_\_\_\_), which facility is known as Boulder Reservoir Boat house\_\_\_\_\_ (the "Facility"). The Contractor is responsible for maintaining the Facility in a clean and orderly fashion. Facility space will be provided by the City based on historical needs for the Recreation Services. Additional space needed for the Recreation Program will require approval by the Facility Manager. 1.3. In connection with the Recreation Service, the Contractor shall undertake the duties and responsibilities and provide the services described in **Appendix A**, "Scope of Work," which is attached and incorporated herein.

1.4 The Contractor is responsible for providing inclusion services. If a participant in the Recreation Program or service requests an accommodation, the Contractor is responsible for providing any such accommodation in accordance with ADA requirements. 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 etc. The Contractor is responsible for all costs associated with providing the accommodation. The Contractor shall contact the City's EXPAND program at 303-413-7256, for additional information or training regarding accommodations and the inclusion process.

1.5 In addition to those duties outlined in **Appendix A**, the Contractor shall provide adequate supervision at all times. The Contractor shall maintain a 1:8 staff to child ratio and have at least 2 adult/staff at the Facility at all times. The 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 shall be on file with the City of Boulder by \_\_\_\_\_, 20\_\_.

1.6 As a general matter, the Contractor shall communicate with the City about the Recreation Services only through \_\_\_\_\_ who has been assigned by the City as the Facility Manager.

1.7 The Contractor agrees to comply with the requirements of the Independent Contractor Manual of the City of Boulder Parks and Recreation Department.

1.8 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. The Contractor may be given 30 days to cure the defect. The Contract shall terminate within 60 days of delivery of such notice.

## 2. COMPENSATION.



2.1 The parties will cooperate to set fees that will be charged to the participants. However, the City shall have final authority on price set. The Contractor will pay the City on the basis of fees collected from participants.

2.2 Option 1: Payments to the City are based on the amount of revenues collected by the Recreation Programs and services. Such revenues are calculated from the data generated by the Contractor's software. This data includes both the number of participants and the amount of revenue collected year to date for the Recreation Programs and services and is set forth in a revenue report generated by the Contractor (the "Revenue Report"). The City will be paid \_\_\_% of the revenue collected by the Recreation Programs and services.

2.3 Option 2: Payments to the Contractor are based on the amount of revenues collected by the Recreation Programs and services. 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 (the "Revenue Report") The Contractor will be paid \_\_\_% of the revenue collected by the Recreation Program.

2.4 The Contractor agrees to provide City with an initial invoice and a copy of the Revenue Report within 30 days of the conclusion of the Recreation Program session. It is the responsibility of the City to review this information and to submit a final invoice to the Contractor for payment. Subject to final approval by the City, the Contractor shall pay the final invoice within 30 days of receipt. The City shall only pay expenses associated with the operation of the Recreation Program as set forth on **Appendix A**.

2.5 The Contractor will provide the City with program registration information prior to the first class. 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. The Parties will share any information collected including registration information, addresses and emails of participants.

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

### 3. INSURANCE.

3.1 The 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 the Program Manager. Certificate Holder shall be: City of Boulder, 1777 Broadway, Boulder, CO 80306.

E. Within twenty-one days after receiving insurer's notice of cancellation or reduction in coverage, the Contractor, or its insurance broker, shall notify the City. In either such case, the 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 subcontractors and acts or admissions of employees or agents of the Contractor or its subcontractor.

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 Termination. This Contract may be terminated by either party if it has been materially breached by the other party and written notification is tendered or as set forth in paragraphs 1.7 and 1.9. In the event of a material breach, the City reserves the right to terminate within three (3) days of tendering written notification to Contractor of the breach. City may, at any time, terminate this Contract, in whole or in part, for its own convenience. City shall

pay Contractor for work satisfactorily completed, to the date of termination. The City shall determine the portion of work completed.

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 party. 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 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 (3) 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 *et seq.*, 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 The Contractor warrants that the individual executing this Contract is properly authorized to bind the Contractor to this Contract.

***[Signature Page Follows]***

The parties hereto have signed this Contract effective as of the day and year first written above.

CONTRACTOR

By:

Title:

STATE OF COLORADO )

) SS.

COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires:

(SEAL)

Notary Public

CITY OF BOULDER ATTEST:

City Manager

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

## **Appendix A SCOPE OF WORK**

**A. Specific Program Information:** *INCLUDE PROGRAM/SERVICES DESCRIPTION HERE*

**B. The City of Boulder agrees to provide the following services for the program specified above:**

1. Facility and location:
2. Equipment:
3. Advertise the services in marketing efforts as they present themselves.
4. Provide inclusion training for the Contractor as needed.
5. Provide the Contractor with orientation on the City's policies and procedures.

**C. The Contractor shall comply with the following standard City of Boulder requirements:**

1. **TRAININGS**. Prior to the start of the services, Contractor agrees to participate in City trainings as follows:

- a. The Contractor and/or staff will participate in pre-service training on the City of Boulder policies and procedures and facility use.
- b. The Contractor and staff will attend staff training both before the start of the services and as necessary to provide all services.

c. The Contractor and staff will attend inclusion training by the City of Boulder EXPAND program as needed.

2. **RECREATION PROGRAMs and services OPERATION.** The Contractor will schedule and supervise all recreation programs and services s and participants with approval from the Facility Manager, such duties include but are not limited to the following:

a. The Contractor will hire, supervise and pay all staff of the Recreation Programs and services.

b. The Contractor will brand the City of Boulder Parks and Recreation Department through marketing materials, staff uniforms, banners, etc. consistent with all City of Boulder Parks and Recreation regulations for branding.

c. The Contractor will submit all promotional materials to the facility Manager for use in the Recreation Guide in a timeframe determined by the Facility Manager.

d. The Contractor will collect City Risk and Release forms from each participant and return to City of Boulder staff at the end of each operational season. .

e. The 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.

f. The Contractor will collect all participants' information for promotional materials (i.e. name, e-mail, address, phone number) and provide to the facility Manager on or before the conclusion of the program.

g. The Contractor will meet with the Facility Manager on a 3X per year to report on the Recreation Program.

h. The Contractor will submit incident or accident forms within 72 hours of such incident or accident. The forms will be provided to the Contractor and should be faxed or turned into the facility Manager.

3. The Contractor will maintain an injury log that will be provided and kept at the facility and turned into the facility Manager at the end of the high season

**MASTER PLAN GOALS.** The Contractor will align with the City of Boulder Parks and Recreation Master Plan goals to meet community needs, including, but not limited to the following:

a. The Contractor will provide a scholarship program for participants who



the City determines are eligible for financial assistance. The Contractor is responsible for all costs associated with providing the assistance.

b. In conjunction with a scholarship program, the Contractor will conduct community outreach to underserved populations of the community.

c. The Contractor will set program plans to broaden the scope of offerings for a wide range of community opportunities.

d. The Contractor agrees to participate in a minimum of one City special event and appropriate "guest appearances" within current City programming and outreach efforts.

e. The Contractor will work with the facility Manager to maximize facility use while exploring creative ways to use available spaces.

**REPORTING OBLIGATIONS.** The Contractor shall submit a Lifecycle Management and Delivery Model Report (the "Lifecycle Report") to the Program Manager on or before November 1 of each contract year. The Report will be generated on form provided by the City. The purpose of the report is to assist the City in the evaluation of the Recreation Programs and services and the development of future programs and services.

4. **PERFORMANCE BENCHMARKS.** In order for the City to guarantee consistent levels of service for all its Recreation Programs and services, the City has established performance benchmarks as goals for the Contractor. Performance measures will include participation and satisfaction rates as follows:

- Educational Components;
- Health Benefits;
- Participation (Engagement & Activity); and
- Social Relationship Building.

These measures will be calculated through parent and participant interactions, participation surveys, and communication between the City and the Contractor. If performance benchmarks are not met, then the City and the Contractor will meet to discuss the future of the services offered.

The performance benchmarks are as follows:

1. In 2022 an average of 75% of respondents indicate they are fully or partially satisfied with program offerings and/or instruction on quarterly program participant surveys,
2. In 2023 and 2024, increase the number of participants in 2022 by 2% each year and;

3. In 2023 and 2024, 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.

## **Appendix B**

### **REFUND POLICY**

#### **Programs:**

- Before second meeting \$15.00 fee
- After second class No Refund