

## SECTION 1: GENERAL INFORMATION/BACKGROUND

### 1.1 INTRODUCTION

The Last Chance Tennis Association (LCTA or Center), a private, non-profit tennis club located in Helena, Montana is seeking a USPTA or USPTR Certified Tennis Instructor (Referred to hereafter as Instructor) to provide lessons to its members and to non-members at the Centers' three-court indoor facility.

A more complete description of the requested services sought for this position is provided in Section 2, Scope of Services/Qualifications. Also, LCTA Search Committee will provide offerors with a *sample* contract that contains boilerplate language and mandatory requirements, but also contains language that will be negotiated with the potential Instructor. Interested offerors may obtain this sample contract by submitting a request to the email provided in section 1.3. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.2 CONTRACT PERIOD

The contract period will begin upon contract execution or a mutually agreed upon date, whichever is later, and will end on December 31, 2020, unless terminated earlier as provided in the contract.

### 1.3 POINT OF CONTACT

All communication on this Request For Proposal (RFP) is to be through:

Board Member: Meredith Oldroyd  
Telephone Number: 801-361-8520  
E-mail Address: [meredithold@gmail.com](mailto:meredithold@gmail.com)

### 1.4 SUBMITTING A PROPOSAL

Offerors must provide detailed responses to the requirements detailed in Sections 2.3 & 2.4. Five (5) total paper copies of the response must be submitted by mail, or one (1) emailed copy. Responses must be labeled **LCTA TENNIS INSTRUCTOR PROPOSAL**. **Responses must be received by the designated Board Member prior to 11:59p.m., Mountain Time, Thursday, June 29th, 2017.**

### 1.5 EVALUATION OF PROPOSALS

A selection committee will evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring and acceptable offeror – as agreed upon by the committee. The evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of rates and quality. These scores will be used to determine the most advantageous and fitting offer to the LCTA.

## SECTION 2: BACKGROUND/SCOPE/REQUIREMENTS

### 2.1 BACKGROUND

- LCTA is a non-profit entity organized in accordance with 501(c)(3) of the Internal Revenue Code.
- LCTA has a membership Board comprised of seven members, with a strong club background in volunteerism by members of the club.
- LCTA has 185 voting members (130 individual, 35 double, 20 family).
- Club access is 24-hour and administered via a card reader that allows entry.
- LCTA utilizes proprietary software (Club Automation) to schedule court time by authorized members. Court times for members are scheduled in 1½-hour increments beginning at 6:00 a.m. Instructors are not committed to the same 1 ½ hour increments for lessons, unless court fees are the negotiated fee between the LCTA and the Instructor. An Instructor could schedule 3, 1 hour lessons, and be charged for 2, 1 ½ hour court times. If the negotiated court fee was \$4, the Pro would then be charged \$8.00 for the three hour block. If the Instructor only had 2, 1 hour lessons scheduled, they would still be charged the \$8 fee and would block out the time from the schedule for the full 3 hours.
- LCTA membership costs include a \$600 initiation fee and monthly dues and court fees. Current monthly dues are: \$25 single; \$40 double; and, \$50 family. Court light fees are \$8/court and are billed proportionately to each player scheduled on the respective court.
- LCTA has two ball machines that can be rented by members for \$10/court time.
- LCTA provides office space to a designated club member for racquet stringing purposes.
- LCTA cannot provide accurate potential Instructor with information relative to lessons taken by members or non-members at this time. For this RFP, we are suggesting you use these figures:
  - Juniors: Beginning: 10 and under, 25; teenage, 20; adult 15
  - Intermediate: 10 and under, 14, teenager 25, adult 12 (3.0 -3.5)
  - Advanced: 10 and under 0, teenager 12, 10 advanced adults (4.0-5.0)
- Historically, LCTA has held only one (1) USTA tournament known as “Spring Fever.” In 2017 LCTA had 72 applicants for this tournament.
- LCTA has not consistently held specific/seasonal club tournaments and overall participation is somewhat inconsistent.

LCTA will provide the Instructor with the following:

- **Exclusive** right to provide tennis lessons [for profit], an office space, and the ability to establish and maintain a pro tennis shop at the LCTA facility - with the exception of racquet stringing – which will NOT be exclusive to the Instructor.
- A designated tennis court (Court 3) for tennis lessons, clinics or other tennis activities. Currently this court is available from 7:30 a.m. to 10:30 p.m. Monday through Saturday, and 12:00 noon to 10:30 p.m. on Sunday.
- Courts 1 and 2 for tennis lessons, clinics or other tennis activities. Currently allowed from 7:30 a.m. to 1:30 p.m. on Wednesday, 4:30 p.m. to 10:30 p.m. on Friday and Saturday, and 6:00 p.m. to 10:30 p.m. on Sunday. When Courts 1 and 2 are blocked/reserved by the Instructor, Court 3 must remain open for use by the membership. If Instructor would like different court times, requests can be submitted to the board for consideration.
- For this RFP, we are suggesting you use these figures:
  - Juniors: Beginning: 10 and under, 25; teenage, 20; adult 15
  - Intermediate: 10 and under, 14, teenager 30, adult 12 (3.0 -3.5)
  - Advanced: 10 and under 0, teenager 12, advanced adults 10 (4.0-5.0)

## **2.2 SCOPE**

LCTA is seeking a qualified Instructor certified by the USPTA or the USPTR capable of providing tennis lessons to all persons in the Helena area interested in learning tennis or improving their current tennis skills. Instruction will be provided at the LCTA three-court indoor facility. The Instructor will be solely responsible for scheduling and providing tennis clinics/lessons to [both] LCTA members and non-members of all ages and abilities. In cooperation and agreement with the LCTA Board, the Instructor *may also* be tasked with administration and oversight of LCTA and USTA sanctioned tournaments and member socials at the LCTA Club. Recently, the Instructor has not run these tournaments; they have been run by volunteers at the club.

## **2.3 REQUIREMENTS**

The Instructor is required to:

- Establish and maintain a separate [Club Automation] account for the duration of the contract. Also establish and maintain all applicable licenses with the State of Montana and city of Helena.
- Be USTA or USPTR certified at any level: professional, elite professional or master professional, or other distinction. **Include a copy with your response.**
- Have a telephone and email account to allow communication with LCTA members, non-members, and others interested in playing tennis.
- Obtain and maintain adequate insurance coverage as further detailed herein.
- Provide LCTA with quarterly reports that include, at a minimum: number of members/non-members participating in lessons/clinics and the respective number of adults and juniors.
- Submit to a background check (See Attachment). **Include a signed copy with your response.**

## **2.4 RESPONSE**

**All items below require a detailed response. Restate the specific question number being addressed in your response.**

1. Provide a thorough description of yourself/business, including staff credentials (as appropriate), expertise and experience of all staff, and your capability to successfully provide this tennis service.
2. Provide three (3) non-family references, including 2 tennis references. In addition, please provide 1-3 previous employer (or contracted facility) references. Include name, address, email address, and phone number of each reference.
3. Describe how long you have been in the business of providing professional tennis services similar to those requested herein.
4. Provide a complete description of any relevant past contracts/jobs, including the specific facility/club/location and dates the services were provided.
5. Provide a resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous training and experience that would qualify you and key personnel who will be involved with any aspects of the specified tennis services.

6. Provide a general court usage scenario based on your expectations of providing clinics/lessons using the estimate numbers listed above. Describe how you will organize to perform the instructional tennis services identified herein.
7. Provide a conceptual plan that outlines the specific lessons/clinics/tournaments you would propose to offer based on the information you have been provided and the thought process behind your plan. Provide reasoning/detail regarding your plan, including references to other clubs/entities that may have similarities to LCTA/Helena.
8. Provide a narrative and plan you would implement to encourage membership attendance at club sponsored events – specifically addressing ways to get more members playing outside their comfort levels, and meeting the needs of new members.
9. Provide a sample of the report(s) you would provide in compliance with the reporting requirement to the member board noted herein. Include additional reporting information that you believe would be useful to LCTA.
10. Provide a list of rates/fees you propose to charge players (members and non-members) for your services.

## APPENDIX A: CONTRACT

### CONTRACT

This Agreement is entered into between the Last Chance Tennis Association (LCTA), a Montana nonprofit corporation, and \_\_\_\_\_, referred to as the "Instructor."

WHEREAS, it is the Vision Statement of the LCTA to promote and develop the growth of tennis and in furtherance thereof; and

WHEREAS, the LCTA supports a wide range of programs designed to help people learn the game, play the game and benefit from its many health, fitness, and social benefits; and

WHEREAS, the LCTA is responsible for the ownership and operation of a tennis facility located in Helena, Montana; and

WHEREAS, the Instructor is engaged in the independent business of providing tennis lessons and other activities associated with the promotion of tennis; and

WHEREAS, the LCTA and the Instructor want to enter into a contractual Agreement whereby the Instructor will assist the LCTA in providing club members and non-members with tennis instruction, tournaments, clinics, and tennis socials in exchange for reasonable compensation pursuant to the terms and conditions as set forth herein, the parties agree as follows:

- I. Effective Date and Termination. This Agreement shall be effective from the date executed by the Instructor and the authorized representative of the LCTA, and shall be for a period of 3 years. At the discretion of the parties, this Agreement may be renegotiated upon expiration of the 3 year period. However, this Agreement may be terminated by either party with or without cause, upon written notice to the other party of intent to terminate the Agreement. Such notice shall be provided at least 30 days in advance of the effective date of the termination.
- II. Facilities and Rights Provided by LCTA.
  - A. The LCTA shall provide the Instructor with the exclusive right to establish and maintain a pro tennis shop at the LCTA tennis facility, with the exception of racquet stringing. It is agreed that the LCTA shall not be held responsible for any liability associated with theft or loss of items in conjunction with the use of the tennis facility by the Instructor.
  - B. The Instructor may block/reserve Court 3 for tennis lessons, clinics or other tennis activities from 7:30 a.m. to 10:30 p.m. Monday through Saturday, and 12:00 noon to 10:30 p.m. on Sunday. When Court 3 has been blocked/reserved by the Instructor, the Instructor may use a second, unreserved court when it is not being used by members, subject to members' priority for use.

The Instructor block/reserve Courts 1 and 2 for tennis lessons, clinics or other tennis activities from 7:30 a.m. to 1:30 p.m. on Wednesday, 4:30 p.m. to 10:30 p.m. on Friday and Saturday, and 6:00 p.m. to 10:30 p.m. on Sunday. When Courts 1 and 2 are blocked/reserved by the Instructor, Court 3 must remain open for use by the membership.

The Instructor may block/reserve all three courts for three consecutive weekdays from 9:00 a.m. to 4:00 p.m. three times a year for special clinics and camps. The Instructor will specify the dates to be so utilized to the authorized representative of the LCTA at least 30 days in advance of the court use.

The Instructor may be provided with additional court time for specified, temporary periods of time with the prior approval of the LCTA Board.
  - C. The Instructor shall have the exclusive right to provide tennis lessons for profit in the tennis facility. The LCTA will advise any members who attempt or request to provide lessons of the Instructor's exclusive rights to do so.
  - D. In the event the Instructor does not intend to use a blocked/reserved court time, the Instructor shall cancel the court(s) by reopening the courts on the Tennis Center's reservation system at the earliest possible time. The Instructor will not permit non-members to use courts at times the Instructor is not providing lessons or supervision. If members use the court during a time blocked/reserved by the Instructor and the Instructor is not providing lessons or supervision, member(s) must register for the

court and will be subject to the member usage fee, and any non-member(s) using the court with them must be registered as a guest(s) of the member(s), and member(s) will be charged the guest fee.

### III. Compensation and Fees.

- A. Charges for lessons, clinics, tournaments, and tennis socials (with the exception of the provisions listed under Section III.B), and other supervised activities organized and directed by the Instructor are determined solely by the Instructor and directed by the Instructor. The LCTA will retain the right to run tournaments should members desire to do so. Charges collected by the Instructor for lessons and clinics are the sole compensation to which the Instructor is entitled to under this contract. The LCTA Board and the Instructor will negotiate the compensation for both parties for tournaments and socials
- B. The Instructor can serve as the tournament director for up to two (2) Adult and two (2) Junior Montana Tennis Associations/USTA sanctioned tournaments each year, and up to two Club tournaments each year. The director's fee and club compensation will be negotiated by the Instructor and the LCTA Board.
- C. The Instructor will have available \$1,000 per contract year for professional development. These funds must be used within the contract year; any balance remaining at the end of the year will remain with the LCTA. The funds may be used for payment of membership in the appropriate professional association, club automation fees, and required state and city licenses. The authorized representative of the LCTA must approve the proposed use as appropriate for professional development.
- D. The LCTA retains a tournament account of \$500.00 which may be requested in advance of the tournament/social. The account must be brought back up to the required \$500.00 balance from the proceeds of the event, before any compensation agreements are paid. If the event fails to re-coop the cost owed to the tournament account, the organizer is personally responsible to bring the account back to its required balance of \$500.00. An authorized representative of the LCTA must approve the proposed pre-use of these funds.
- E. The LCTA retains the right to collect negotiated funds from the Instructor for use of the courts. Payment will be negotiated. Sources of payment will be derived from anyone of the following but are not limited to; court fees from \$0 - \$8.00 for 1 ½ hr., non-member additional charge for lessons, ½ of the tennis membership fee for the recruiting of new members, a set monthly amount of (\$500-\$700), and any others that are to be determined in negotiation of this contract.

IV. Club Member Preferences. The LCTA members shall have preference for lessons, clinics, and other activities offered by the Instructor, other than activities exclusively organized for non-members. Members may also book a court and use the services offered by the Instructor at any time.

V. Independent Contractor. The Instructor is an independent contractor and not an employee of the LCTA. The Instructor cannot assign or sub-contract any of the Instructor's duties, obligations or rights under this agreement to any other person or entity. The Instructor may hire employees or contract with an employee service. The Instructor shall have the exclusive right and duty to control the work of the Instructor's employees. The Instructor shall provide workers compensation coverage for all the Instructor's employees and shall provide the LCTA with proof of workers' compensation coverage through their own company or through an employment service. The LCTA provides no benefits and makes no deductions for taxes on behalf of the Instructor. The LCTA shall not have supervision, direction or control over the manner in which the Instructor provides the services called for in this Agreement. The Instructor will provide proof of Independent Contractor status, as required by Montana State law and liability insurance as set forth herein.

### VI. Release of Liability and Indemnity.

- A. The Instructor agrees to indemnify and hold harmless LCTA from all judgment, awards, claims, demands and damages from any claims arising from the performance of this Agreement which the Instructor or any of his employees, agents or invitees could otherwise assert against LTCA, except to the extent that such claims are proximately caused by the intentional misconduct or gross negligence of LCTA.

- B. The Instructor shall indemnify and hold harmless LCTA for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, and for loss and damage to property belonging to any person, arising in any manner from the Instructor's, his agents or employees' acts or omissions.
- C. In addition to any other provision of this Agreement, in the event that all or any portion of this provision shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this provision shall be interpreted as requiring the Instructor to indemnify LCTA to the fullest extent permitted by applicable law.
- D. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

VII. Insurance.

- A. The Instructor and his employees, at their sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:
  - (i) Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000.00 each occurrence and an aggregate limit of at least \$2,000,000.00. Coverage must be for, but not limited to, the following:
    - \* Bodily Injury and Property Damage
    - \* Personal Injury and Advertising Injury

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- \* Additional insured endorsement in favor of LCTA and acceptable to LCTA

- B. All policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- C. Prior to commencing the work, Instructor shall furnish to LCTA an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments.
- D. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify LCTA in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance.
- E. Any insurance policy shall be written by a reputable insurance company acceptable to LCTA
- F. Failure to provide evidence as required by this Section shall entitle, but no require, LCTA to terminate this Agreement immediately.

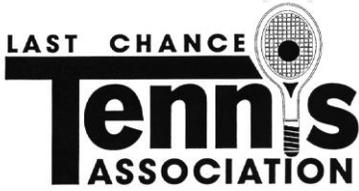
VIII. Entire Agreement. This Agreement constitutes the entire Agreement of the parties, and will not be modified or otherwise altered without the prior consent of both parties.

Executed at Helena, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_, Tennis Instructor

\_\_\_\_\_, President, LCTA

Return to : Meredith Oldroyd  
1110 Star Road  
Helena, MT 59602



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**BACKGROUND INVESTIGATION RELEASE**

I specifically authorize the Last Chance Tennis Association to investigate my background. This includes any and all references, available criminal record and other judicial records, where applicable to the position for which I am applying and consistent with applicable law. I authorize the Last Chance Tennis Association to use all legal means at its disposal to assess my suitability for this position. I make this authorization in return for the Last Chance Tennis Association's consideration of me for this position, and I specifically release and hold the Last Chance Tennis Association harmless for any and all liabilities arising out of their investigation of my application for this position.

I further understand that if I am selected for this position prior to the completion of this investigation, and the investigation proves that I am unsuitable for this position, the contract will be considered null and void.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

State of Montana  
County of \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name (typed, stamped, or printed)  
Notary Public for the State of Montana

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_