



**REQUEST FOR PROPOSALS
FOR OPERATION OF
THE CITY OF FLORENCE'S
RECREATIONAL TENNIS PROGRAM**

ISSUED: SEPTEMBER 4, 2025

BID PROPOSALS DUE: SEPTEMBER 18, 2025; 2:00 PM

CONTACT PERSON: Tina Benjamin
Community Services Coordinator

The Successful Bidder will be required to do all things necessary to coordinate with city staff on use of the tennis facility, maintain communication with participants/students, and conduct programs throughout the year.

1. GENERAL OVERVIEW AND PROVISIONS

Purpose of this Request for Proposal

The purpose of this Request for Proposal is to seek bid proposals for a service provider to organize and implement the Florence recreational tennis program for the 2026 to 2030 tennis season. The City of Florence reserves the right to accept or reject any part or segment of the total Bid proposal or all bids. Bidders may be excluded from further considerations for failure to fully comply with the specifications of this RFP. The City of Florence will not be responsible for any losses or damages sustained by the Tennis Professional as part or under the rights and privileges granted by the tennis contract. The City reserves the right to regulate the hours and locations of tennis programs.

Proposal Schedule

The City of Florence anticipates adhering to the following RFP schedule. This schedule may be modified by the City of Florence at its sole discretion.

<u>ACTION</u>	<u>DATE</u>
1. RFP Issued and Advertised	September 4, 2025
2. Bidders Tour	September 11, 2025
3. Proposals Due/Bid Opening	September 18, 2025; 2:00 PM

2. THE RFP PROCESS

Program Terms and Conditions

The commitments in the Bid proposal are considered obligations of the selected Bidder. The terms of the RFP, including addenda (clarifications or additions) if any, and the Bid proposal shall be incorporated into the final contract documents. The Successful Bidder shall have access to the tennis facility during times when scheduled clinics will occur only. The City of Florence first may grant approval for Tennis Professional to use tennis facility at times other than scheduled for lessons, if available.

Bidders Inquiries

All inquiries concerning this RFP, the facilities involved or the specifications should be submitted in writing or e-mail no later than three (3) days before the bid opening date to:

Tina Benjamin
Community Services Coordinator
City of Florence
E-mail: tina.benjamin@florence-ky.gov

Submitting Bid Proposals

A Bid proposal may be rejected that is incomplete, conditional, contains irregularities or not received by the specific date and time. The Bidder affirms that the Bid is genuine and not collusive or a sham and that all statements contained in the Bid proposal are true and accurate. Facsimiles and e-mails of Bid proposals will **NOT** be accepted.

One (1) signed original and **two** (2) copies of the sealed Bid must be received in the City of Florence Administration Department, Attn: Tina Benjamin, 8100 Ewing Boulevard, Florence, Kentucky 41042 up to the hour of 2:00 PM, E.S.T. on Thursday, September 18, 2025. Any Bid proposal received after the stated bid date and time cannot be accepted. All Bids will be open and read aloud at that place, date and time. Envelopes should be clearly marked as follows:

BID FOR THE OPERATION OF THE CITY OF FLORENCE RECREATIONAL TENNIS PROGRAM

A Bid proposal can be withdrawn at any time if requested in writing and delivered to Tina Benjamin, Community Services Coordinator, 8100 Ewing Boulevard, Florence, Kentucky 41042 until the Bid deadline date and time, at which time Bid proposal will be considered firm. The Bid proposal shall consist of a Transmittal letter, Table of Contents, Executive Summary, Contact and Ownership Information, and Business Plan not to exceed five (5) pages.

3. SPECIFICATIONS

Operations of the Tennis Program

- Implementation of the City of Florence's Tennis Program entails the Successful Bidder to conduct a quality, safe learning experience for participants in coordination with Florence's Community Services Coordinator. The Tennis Professional will serve as an independent contractor to the City of Florence and will be responsible for any federal, state and local taxes, licenses, fees and shall be responsible for providing tennis equipment and supplies for implementation of tennis clinics. As an Independent Contractor the Tennis Professional and its employees will not be employees of the City of

Florence and are not eligible for any benefits through the City. Tennis Professional and its employees must conduct themselves at all times in a professional manner.

- Provide dates, times and fees for **one (1) spring, two (2) summer and one (1) fall session** of tennis clinics for youth and adults to advertise in City publications and social media formats.
- Obtain an Occupational License from the City of Florence to conduct business in the City before contract execution. Collect fees, register participants for tennis clinics, assume responsibility for any and all refunds, the collection of bad checks and answer all inquiries related to the tennis program. Possess and maintain USPTA professional certification during the length of the contract.
- Perform any minor maintenance such as blowing off the court or removing rainwater at the tennis facility and report major issues to the Community Services Coordinator.
- Pay the City of Florence an annual franchise fee of **\$750.00** as determined by the City of Florence by June 30, 2026; June 30, 2027; June 30, 2028; June 30, 2029 and June 30, 2030.
- Shall provide the City of Florence Community Services Coordinator with participation levels from each session of tennis clinics by the second week of each clinic and shall contact all previous tennis participants to report clinic cancellations and to register for upcoming sessions.

Duties of the City of Florence

- The City of Florence is responsible for all structural repairs (court rehab, seal cracks, fence repair, court lining, etc.) and maintenance (mowing grass around the courts, emptying garbage cans, trash pickup in parking lot, changing and adjusting nets, etc.) due to normal wear and tear when necessary and provide storage for equipment.
- The City of Florence will advertise in various media formats and promote the tennis clinics including printing and refer all calls to the Tennis Professional.

4. SCOPE OF SERVICES

The Successful Bidder shall provide all necessary labor, licenses, materials, equipment, certification, administrative (i.e. contact with students, fee collection, record keeping, etc.), financing, insurance and all other services required herein and perform, on behalf of the City of Florence, all services necessary for the efficient and economical operation of the Tennis Program. In the event of any conflict in the terms of City of Florence's request for proposal

and the Successful Bidder's written bid, the terms of the City of Florence's request for proposals prevail.

Terms of the Agreement

- Performance under this agreement shall be for five (5) years, 2026 through 2031.

Insurance

- Successful Bidder shall carry and keep in force during the performance of this Agreement, workers' compensation insurance for its employees, or subcontractors, comprehensive general liability insurance, including public liability insurance and property damage, in the minimum amount of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate. A Certificate of Insurance must be submitted certifying the type and minimum amounts of insurance and shall name "City of Florence and its employees, agents, officers, and elected officials" as an additional insured. Said Certificate shall include a Notice of Cancellation clause with notification being sent thirty (30) days before cancellation to the City of Florence Risk Manager.

Indemnification

- Successful Bidder agrees to protect, defend, indemnify and hold harmless City of Florence and its elected officials, officers, employees and agents from and against any and all claims, suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of the Successful Bidder and its employees, its officers, agents or sub-contractors. The Successful Bidder agrees to indemnify City of Florence and its elected officials, officers, employees and agents against any judgment (including attorney's fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit, demand or action. In the event that Successful Bidder fails to defend City of Florence and its elected officials, officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and Successful Bidder shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligation of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

Assignment

- The parties expressly agree that this Agreement shall not be assigned by the Successful Bidder without prior written approval of City of Florence.

Termination / Breach

Termination for Cause

General Breach

- In the event of a Material Breach of this Agreement by the Successful Bidder, City of Florence may terminate the Agreement upon thirty (30) days prior written notice to Successful Bidder specifying the nature of the breach; provided, however, that Successful Bidder shall have the opportunity to cure such breach within the thirty (30) day notice period. Successful Bidder agrees that, if it breached the Agreement, City of Florence may recover any monies erroneously paid under this Agreement. In the event of a Material Breach by City of Florence, Successful Bidder may terminate the Agreement upon sixty (60) days prior written notice to City of Florence specifying the nature of the breach; provided, however, that the City of Florence shall have the opportunity to cure such breach within thirty (30) days of receiving notice. "Material Breach" shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Agreement and which, by itself or together with one or more "breach(es)", has a substantial negative effect on, or thwarts, the purpose of this Agreement.

Other Causes for Termination by City of Florence

- City of Florence shall have the right to terminate this Agreement with respect to Successful Bidder by providing thirty (30) days prior written notice of termination to Successful Bidder, should any of the following events occur:
 - (a) Successful Bidder fails to obtain within the time frame established by the parties and/or fails to maintain any license, certification and/or other credential necessary to perform its obligations under this Agreement;
 - (b) Successful Bidder is not willing or able to make reasonable changes to the management services to be provided as requested by City of Florence and when required under the terms of the Agreement;
 - (c) Successful Bidder does not have or fails to maintain sufficient resources and capacity to meet the terms of the agreement.