



City of Lakeland, City Hall  
Parks and Recreation Office  
10001 HWY 70,  
Lakeland, TN  
38002

Request for Qualifications  
Independent Contractor – Athletics, Non-Athletic Recreation Programs and Fitness

# Request for Qualifications

## Independent Contractor – Athletics, Non-Athletic Recreation Programs and Fitness

The City of Lakeland, Tennessee (“City”) is requesting statements of qualifications and proposal(s) jointly for the Request for Qualifications (“RFQ”) for Independent Contractors to work within the Parks and Recreation Departments catalog of programs. The City is requesting proposals from individuals and organizations to coordinate leagues, clinics and sessions of athletic, non-athletic and fitness programs.

The City’s objective is to contract with (a) qualified organization(s) to provide coordination of recreation programs to include, but not be limited to: youth sport leagues and clinics (e.g. soccer, lacrosse), adult sport leagues and clinics, non-athletic recreation programs (e.g. dog obedience, dance, martial arts), and youth, adult and senior fitness classes. It is not the City’s practice to contract with more than one organization for operations of programs/leagues within the same field. Currently the City of Lakeland operates a flat field and a multiuse flat field at City Hall Park with the physical address of 9998 HWY 70, Lakeland, Tennessee, 38002 with an additional flat field facility anticipated to open in fall 2021 with 2 @ flat fields (approx. 160’ x 360’ each). Additionally, the City operates the International Harvester Clubhouse community meeting space at 4523 Canada Road, Lakeland, Tennessee, 38002 for indoor activities.

Proposals shall be delivered and addressed to, City of Lakeland, Attn: Parks and Recreation Director, 10001 HWY 70, Lakeland, Tennessee, 38002 and shall be labeled “Independent Contractor Proposals – Athletics, Non-Athletic Recreation Programs and fitness”.

Proposers must submit the attached Scope of Work form and supporting documentation such as instructor certifications. Should a Proposer and City mutually agree to enter into an Independent Contractor Agreement, additional documentation such as business license(s) and Proof of Insurance and Worker’s Compensation Policies will be required.

An RFQ document can be obtained via the City of Lakeland website [www.lakelandtn.gov](http://www.lakelandtn.gov).

For additional information, contact Patrick O’Mara, Parks and Recreation Director, City of Lakeland, 10001 HWY 70, Lakeland TN, 38002, [pomara@lakelandtn.org](mailto:pomara@lakelandtn.org), or 901-867-2717

### **Minimum Qualifications**

Before awarding a Contract, the City reserves the right to require that a Proposer submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Proposer, including previous experiences of same with the City and performance evaluation for services, in making an award in the best interest of the City.

Proposer’s membership with the National Alliance for Youth Sports, possess the Coach’s or League Directors certification from same, and/or Certified Youth Sports Administrator designation is preferred.

Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City’s Board of Commissioners.

Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**ATTACHMENT A**  
**Scope of Work**

**City of Lakeland  
Independent Contractor Proposal  
SCOPE OF WORK**

**Organization Name:** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
Name of Program: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Website: \_\_\_\_\_

---

**A. Program Mission**

**B. Program Goals**

At the end of this program, participants will:

- 1.
- 2.
- 3.

**C. Program Description**

**D. Program Dates, and Times**

**E. Program Registration and Additional Fee Proposal**

**F. Facility Needs**

**G. Equipment Supplied by Organization**

**H. Equipment Needed from City**

Request for Qualifications

Independent Contractor – Athletics, Non-Athletic Recreation Programs and Fitness

**ATTACHMENT B**  
**Sample Contract**

**City of Lakeland, TN**  
**Independent Contractor Program Agreement**

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between the **City of Lakeland**, a Tennessee municipality having a principal place of business at 10001 Highway 70, Lakeland, Tennessee 38002 ("**City**"), and \_\_\_\_, a youth program having a principal place of business at \_\_\_\_ ("**Program Operator**").

Program Operator will conduct a \_\_\_\_ Program for the citizens of Lakeland, TN utilizing City and partnering facilities. The City agrees to make available certain facilities ("Facilities"), identified in **Attachment A** to this Agreement, and advertise the Program with the City's media resources.

In consideration of the mutual benefits and responsibilities set forth below, the parties agree as follows:

1. **TERM.** This Agreement shall commence on the date of \_\_\_\_ and shall expire on \_\_\_\_ unless terminated sooner or extended in accordance with the provisions hereof. This Agreement may be terminated immediately by the City for the Program Operator's violation of any of the provisions or conditions contained in this Agreement, or in the event the City determines in its sole discretion that the Program Operator's use of the Facilities is or may be undesirable, offensive, unacceptable for educational and cultural uses or may cause damage to the facility's property, the facility's furnishings, or equipment located on the facility's property or injury of persons lawfully on the facility's property. Further, the City may terminate this Agreement for convenience upon 60 days written notice, in its sole discretion and with no liability to the City.
2. **FACILITIES.** The Facilities to be provided by the City under this Agreement for the purpose of operating the Program, and the times and dates on which they will be provided, are set forth in **Attachment A**. This Agreement relates solely to the Facilities and times and dates listed in **Attachment A**. **Notwithstanding any provision to the contrary, the City reserves the right to cancel or postpone any Program at any of the Facilities.**

Program Operator shall not damage in any way or cause waste to the Facilities or any contiguous or surrounding property and shall not permit the same to be done. Program Operator shall pay for all damages to the Facilities, including the building, grounds, equipment, furniture and other property, caused by or related to its use of the Facilities. Program Operator shall, at its sole expense, repair or replace any damage to the building, grounds, equipment, furniture or other property, upon demand by the City. If the City is required to repair or replace any part of the grounds, building, equipment, or furniture, the costs associated therewith shall be reimbursed to the City by the Program Operator.

3. **EQUIPMENT.** The Program Operator will provide all necessary equipment to operate the program. If the City finds it necessary, it can provide equipment as needed. However, such City-provided equipment shall remain the sole property of the City and shall become part of the Facility for purposes of this Agreement.
4. **ADVERTISEMENT OF PROGRAM.** The City agrees to advertise the Cheer Program by placing information about the program on the City of Lakeland's websites and media outlets. Program Operator shall not represent that the City of Lakeland as operating or supervising the Cheer Program in any way.

5. **REGISTRATION AND FEES.** All Registration for the Program will be collected through the City's Program Registration system. Only the City shall accept registrations and fees of any kind relating to this program.

Upon the completion of the program, or in the case of a program which runs longer than 30 days, the first day of the month following the first day of the program, the City shall prepare and provide a list of registrants, along with an accounting of the fees generated by the Program to the Program Operator. The City will remit Seventy Percent (70%) of Registration Fees to the Program Operator and retain the remaining Thirty Percent (30%).

In the case of fees identified as additional fees to the registrant (e.g. Uniform Fees, Supply Fees, Certification Fees, etc.) the City shall set these fees aside prior to the revenue share calculations. These fees will then be disbursed by the City to the vendor mutually selected. Such fees are to be charged to registrants at cost.

In the case of pre-determined costs which are not additional fees to the registrant (e.g. membership fees, competition entry fees, etc.) the City shall reduce registration fees by this estimated total figure prior to revenue share calculations, and make these payments to the vendor mutually selected. Program Operator agrees to reimburse the City for 70% of any fee in this category as a result of under estimation. City agrees to disburse to the Program Operator 70% of the remaining balance of these fees as a result of over estimation.

6. **COMPLIANCE WITH POLICIES, RULES AND LAWS.** Program Operator agrees to operate the Program and to use and occupy the Facilities and Equipment in compliance with all applicable City policies, ordinances, regulations and procedures, and all other local, state and federal regulations and laws.
7. **SUPERVISION AND TRAINING.** Program Operator shall be solely responsible for the conduct of all persons using the Facilities or while on City property at Program Operator's program or by express or implied invitation and shall protect and indemnify the City from all claims arising out of or related to the Program Operator's use of the Facilities.

Program Operator shall be responsible for supervising its officers, agents, employees, guests, patrons, volunteers, and invitees while anywhere on City Property or the Facilities and shall provide qualified, properly trained and responsible adult supervisors to ensure compliance with all rules, regulations and procedures. Program Operator is responsible for providing all necessary and appropriate safety instruction to all its employees and volunteers and to all participants and attendees at the Program. The City reserves the right to eject anyone whose conduct is unlawful or is interfering with the reasonable enjoyment or participation of others using the Facilities.

8. **INDEMNIFICATION, HOLD HARMLESS, AND INSURANCE.** Program Operator shall indemnify, defend, and save harmless the City, its officers, elected officials, agents, and employees from all loss, cost, and expense, including costs of defense and attorney's fees, relating to or arising out of any liability, loss, expense, or claim, whether sounding in tort, contract, or otherwise, by reason of the use or occupancy of the Facilities under this Agreement (whether such use is authorized or not) or by reason of any act or omission of Program Operator or any of its officers, agents, employees, volunteers, guests, participants, attendees, patrons, or invitees.

Program Operator is responsible for any and all damage to the property of the City, or loss or theft of such property, done or caused by Program Operator or any of its officers, agents, employees, volunteers, guests, participants, attendees, patrons, or invitees.

The City assumes no responsibility whatsoever, for any personal property placed in the Facilities by Program Operator, its employees, volunteers, agents, guests, attendees, patrons, or invitees.

The City is hereby expressly released and discharged from all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the use of the Facilities under this Agreement

Program Operator agrees to purchase, at Program Operator's own expense, a comprehensive general liability insurance policy, including public liability and property damage, written by a company licensed to do business in Tennessee and acceptable to the City, covering Bodily Injury and Property Damage for an amount not less than \$1,000,000.00 Combined Single Limits. This insurance shall include coverage for legal liability to participants and coverage for sexual abuse and molestation. The City shall be named as an additional insured in any insurance policy required by this Agreement. Program Operator agrees that the insurance purchased shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the insurance as required under this Agreement shall be delivered to the City before the subject Cheer Program begins.

9. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed to place the parties in the relationship of partners, employee/employer, joint ventures, agents, or otherwise. Program Operator shall have no power to obligate or bind the City in any manner whatsoever, and the City does not in any way represent itself as a guarantor of the quality of any product or service produced or provided by Program Operator.

By their execution below, the parties have agreed to all the terms and conditions of this agreement.

**City of Lakeland**

**Program Operator**

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

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

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**City of Lakeland  
Independent Contractor Agreement  
Attachment A: Program Information**

**Program Operator:** \_\_\_\_\_  
Name of Program: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Website: \_\_\_\_\_

---

**I. Program Description**

**J. Program Dates, Times and Locations**

**K. Program Registration and Additional Fees**

**L. City Facilities**

**M. Other Facilities**

**N. City Equipment**

SAMPLE