

RESOLUTION NO. 2011 - 191

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 11-67 AND TO EXECUTE AN AGREEMENT WITH DANNY WITT, TENNIS PROFESSIONAL, FOR TENNIS MANAGEMENT SERVICES AT CORNERSTONE & NOCATEE PARKS.

RECITALS

WHEREAS, the County desires to enter into a contract with Mr. Danny Witt to provide tennis management services at Cornerstone & Nocatee Parks for the SJC Recreation & Parks Department; and

WHEREAS, the scope of the project shall consist of the provision of tennis lessons, clinics and camps, and over all tennis management services for the performance of these services; and

WHEREAS, through the County's formal RFP process, Mr. Danny Witt was the only respondent to the Request for Proposals; and

WHEREAS, under this contract, Mr. Danny Witt shall pay to the County five percent (5%) of the total gross fees collected for lessons, clinics, camps, demonstrations, tournaments etc., and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, and incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award a contract under RFP No. 11-67 to Mr. Danny Witt, Tennis Professional.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Mr. Danny Witt on behalf of the County for the tennis management services as specifically provided in RFP No 11-67.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of July, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 7/21/11



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 11-67
REQUEST FOR PROPOSALS**

**TENNIS MANAGEMENT SERVICES AT
CORNERSTONE PARK & NOCATEE PARK**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086**

Draft: 03/16/11

**REQUEST FOR PROPOSALS (RFP) NO: 11-67
TENNIS MANAGEMENT SERVICES AT MILLS FIELD**

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ST. JOHNS COUNTY, FL
PART I: ADVERTISEMENT

REQUEST FOR PROPOSALS

RFP NO: 11-67; TENNIS MANAGEMENT SERVICES AT CORNERSTONE PARK & NOCATEE PARK

Notice is hereby given that the St. Johns County Purchasing Department is soliciting responses **RFP No: 11-67; Tennis Management Services at Cornerstone Park & Nocatee Park**. Any interested, qualified firms or individuals may submit RFP packages according to the requirements described herein to Jaime Toney, Contract Coordinator for St. Johns County Purchasing located at 2446 Dobbs Road, St. Augustine, FL 32086. All submitted packages are due by or before 4:00PM (EST) on **Thursday, April 21, 2011**. Any packages delivered to or received by the SJC Purchasing Department after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

Scope of Work:

St. Johns County is soliciting RFP packages from qualified and experienced firms and/or individuals who are interested in providing tennis management services for the SJC Recreation & Parks Department at Cornerstone Park located at 1046 A1A North, Ponte Vedra Beach, FL 32082, and Nocatee Park located at 707 Little River Road, Ponte Vedra Beach, FL 32081. The awarded firm shall provide scheduling and supervision of the tennis courts, private and group instruction, clinics as well as camps as requested and/or necessary to serve the public. The County may, at its sole discretion, award each location to separate vendors, or both vendors to a single vendor as needed to best serve the interests of the County. Additional sites may be added upon agreement by the County and Contractor.

RFP Package Requests:

RFP Packages are available from Onvia/DemandStar Inc. at www.demandstar.com by requesting Document #11-67. A link to Onvia DemandStar is also available through the St. Johns County Website Purchasing page at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Vendors registered with DemandStar.com can download most packages at no cost. Vendors not registered with DemandStar may contact them at 800-331-5337 for information. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. RFP Package requests may also be sent to Jaime Toney, SJC Purchasing Department via email at jtoney@sjcfl.us or phone (904) 209-0158.

Inquiries or Questions:

Any and all questions related to the RFP should be directed, *in writing*, to Jaime Toney, Contract Coordinator via email at jtoney@sjcfl.us, fax to (904) 209-0159, or mailed directly to St. Johns County Purchasing, at 2446 Dobbs Road, St. Augustine, FL 32086. Inquiries related to the work scope, clarification or correction **must** be in writing via fax or email to the party shown above and received no later than close of business (4:00PM) on Thursday, April 7, 2011 to allow adequate time for response and/or an addendum. **Please do not contact any other staff member of St. Johns County, except the above, with regard to this RFP. All inquires will be routed to the appropriate staff member for response.**

Package Submission:

Any and all qualified firms or individuals desiring to provide the required services shall submit an RFP Package that complies with the following requirements:

RFP Packages:

RFP Packages **MUST** be in a **SEALED** envelope or container and clearly marked: **RFP 11-67: TENNIS MANAGEMENT SERVICES AT CORNERSTONE PARK & NOCATEE PARK**. Each package submitted must have the firm or individual's name and mailing address marked plainly on the outside of the envelope or container. Each package shall consist of **one (1) original and five (5) copies** of the RFP Package which shall include any and all requested documents and supplemental information.

Deliver or Ship to: Jaime Toney, Contract Coordinator, St. Johns County Purchasing Department, located at 2446 Dobbs Road, St. Augustine, FL 32086.

Any and all RFP Packages submitted **MUST** be delivered to or received by the SJC Purchasing Department no later than 4:00PM on Thursday, April 21, 2011. Any packages received by SJC Purchasing after the 4:00 P.M. deadline will not be considered for award and will be returned unopened to the addressee. Submitted RFP Packages shall be evaluated in accordance with the following Evaluation Criteria: A) Experience with Similar Programs, B) Program Approach, C) Additional Services, D) Pricing Structure, E) References, and F) Response to RFP.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

PART II: INTRODUCTION

Objective:

St. Johns County is soliciting RFP packages from qualified and experienced firms and/or individuals who are interested in providing Tennis Management Services for the SJC Recreation & Parks Department at Cornerstone Park & Nocatee Park, and/or other sites as agreed upon. These management services shall include private and group instruction, clinics and camps as requested and necessary to serve the public.

Any contract(s) negotiated with individual(s) or firm(s) responding to this Request for Proposals will be non-exclusive. The County reserves the right to enter into contracts with individuals/firms for any or all of the services requested, and to subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County. The County reserves the right to contract with multiple firms as desired by the SJC Recreation & Parks Department in order to best serve the interests of the County.

Scope of Work:

The Contractor or contractor-supplied staff shall provide supplies, equipment, instruction, and supervision necessary to provide instructions to individuals, groups, clinics or camps in the game of tennis. The Contractor shall be authorized by the Board of County Commissioners to develop and administer the specifics of the program/instruction as needed to best serve the interest of the County. The Contractor shall promote and provide tennis lessons to individuals, individuals in a group of not more than five (5) persons, and groups of individuals not less than six (6) persons for clinics and/or camps.

PART III: REQUIREMENTS OF RFP

Minimum Qualifications/License(s):

Interested firms or individuals must be currently licensed to do business in the State of Florida, and submit proof thereof with the RFP Package. Firms/individuals must be a USPTA Certified Professional, and provide proof thereof. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each firm or individual's RFP Package on Attachment "D" – Licenses/Permits.

Firm(s) and/or individual(s) must demonstrate proof of compliance with any and all local, state and federal regulations, rules, laws, codes, and requirements.

Firms and/or individuals shall provide verification of a Florida Department of Law Enforcement background screening for all employees to be utilized in the performance of tennis management services to be provided to St. Johns County within fifteen (15) days of award of contract. The background check must have been completed within the last six (6) consecutive calendar months. Also, verification of a passed drug screening shall be provided for any and all employees and staff proposed to provide tennis management services under this contract to St. Johns County within fifteen (15) days of award of contract. The drug screening must be completed after award is made, prior to execution of the Contract Agreement.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

At any point in time, during the term of the Contract with the awarded Contractors, County Staff may review records of performance to ensure that the Contractors are continuing to provide sufficient financial support, equipment and organization as

prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

In order for RFP Packages to be considered, respondents must submit with their package sufficient evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include any and all information necessary to certify that the bidder:

1. Maintains a permanent place of business;
2. Has technical knowledge and practical experience in the type of work included in the scope;
3. Has the available organization and qualified manpower to do the work;
4. Has adequate financial status to meet the financial obligation incident to the work;
5. Does not have just or proper claims pending against the individual or firm or their work;
6. Has previously performed or provided the work, materials and services as described in the scope of services/specifications.

Responsibilities of the Contractor:

In providing the tennis management services, there are responsibilities for which the Contractor(s) shall be accountable for through the duration of the contract term. These responsibilities are as follows:

1. Provide sufficient personnel/staff, at least eighteen (18) years of age, in order to maintain constant supervision of all participants present at all times throughout the duration of the contract.
2. Provide each individual employee and instructor with a distinctive shirt that prominently displays the instructor's name and/or Contractor's name, which shall be worn at all times during performance of services under this Contract.
3. Provide verification of a completed background check and a passed drug screening for each employee, staff member, instructor, and all other personnel within fifteen (15) consecutive calendar days of award. The background check must have been completed within the last six (6) consecutive calendar months. The drug screening must be completed after award is made, prior to execution of the Contract Agreement. Any individual whose background check and/or drug screening is returned as unacceptable to the County shall not be permitted to provide any services under this Contract. Any and all costs incurred by the Contractor for the background checks and drug screenings must be included in the pricing submitted for this RFP. No additional costs shall be transferred to the County.
4. A background check and drug screening must be completed for each individual hired after the effective date of the Contract, within fifteen (15) consecutive calendar days of the hire, prior to the individual being permitted to provide any services under the Contract.
5. Provide any and all equipment, materials, and supplies, necessary to conduct lessons for individuals, groups, clinics or camps. This includes, but is not limited to balls, ball machines, racquets and any other necessary equipment.
6. Maintain the facilities and areas being utilized for the tennis management services free of trash, debris, dirt, water and shall be responsible for maintaining the overall cleanliness of the areas used throughout the duration of the Contract.
7. Leave one court unoccupied for general public use at all times.
8. Maintain a Drug and Tobacco Free Workplace and provide certification of such.
9. Comply with any and all applicable rules and guidelines under the Americans with Disabilities Act.
10. Ensure that no damage is done to the County facilities, courts, and other areas being used for the services provided under this contract. Any damage to County facilities, areas, equipment during operating hours shall be corrected by the Contractor at no additional cost to the County. The Contractor shall notify the SJC Recreation Department within twenty four (24) hours of any maintenance or equipment needs of the facilities and areas.
11. Maintain all financial records in accordance with County requirements.
12. Acquire and maintain any and all licenses, permits and certifications required by local, state and federal laws, regulations, codes, etc.
13. Abide by any and all local, state and federal safety and health regulations.

The Contractor does not accrue, nor is entitled to any County employee benefits, including Workman's Compensation. The Contractor agrees to make all required tax payments arising from this contract and to hold the County harmless in respect to any liability for taxes in connection with the performance of this contract. The Contractor is also responsible for all payroll taxes.

Responsibilities of the County:

The County shall be responsible for: providing facilities "as is" for the performance of these services, providing and paying for all utilities necessary to perform these services, providing any repairs to the courts that are not a result of actions caused by

negligence of the Contractor or his employees.

The SJC Recreation Department shall also be responsible for ensuring that the facilities, courts and other areas to be utilized by the Contractor are in working order, clean, and safe prior to the effective date of the Contract.

The County shall establish reasonable procedures that will allow the Contractor to have access to and operate the facilities, locations and areas in accordance with the requirements of the contract during, before and after normal facility operating hours.

Advertisement & Promotions

The County may promote the services of the Contractor using the Contractor's name in any advertising or promotion. The County seal/St. Johns County Recreation & Parks logo will appear on all promotional and advertising materials. The cost of advertising for promotion promulgated by the County will be paid for by the County. The Contractor will be authorized to advertise and promote the Contractor's services offered under this Contract at the Contractor's own expense.

Payment of Fees to County

In exchange for the right to give tennis lessons, clinics and camps, a percentage of the total gross sales (minimum 5%), of lessons, clinics, camps, demonstrations, tournaments, etc. will be paid to the County. This percentage shall be listed on the Fee Proposal Form provided herein. Payment shall be made monthly for the previous month's collections. The County will **not** charge the Contractor a fee for the first six (6) months of the initial contract period.

Accounting Procedures

The Contractor collecting revenues shall follow the accounting procedures in place without exception:

- A. The Contractor will maintain complete accounting records and implement appropriate account controls consistent with standard business practices.
- B. All transactions generated as a result of instruction shall be accounted for as follows:
 1. The Contractor's accounting records shall be available for audit/inspection by the county during County hours of operation.
 2. The Contractor shall provide the County with a monthly participation report to include: all participants' names, address, age, type of instruction (including use of ball machine), frequency of lesson, and amount paid by participant. This report will be submitted monthly (the first of the following month), along with the percentage/fee check. Please see Monthly Participation Report (Exhibit "E")

Fee Schedule

The Contractor shall be responsible for the establishment of rates for individual, group, clinic, and camps as part of the RFP submittal. The Contractor will submit a Fee Proposal Form, labeled Attachment "B", detailing rates to be charged for said instruction. These rates shall be subject to County approval. Rates, once established, shall not be amended without prior approval of the County before implementation. Rate increases will be based on the Consumer Price Index (CPI) and if requested, shall be negotiated with the Contractor at the beginning of each year.

Applicable Standards and Guidelines:

The Contractor(s) shall be responsible for obtaining any and all licenses, permits and inspection fees required for any and all tennis management services awarded under this contract and shall comply with all laws, ordinances, regulations and code requirements applicable to the scope of services contemplated herein.

All work under this contract shall be performed in strict accordance with all applicable Federal, State and local laws, regulations, standards, and codes governing the scope of services included under this Contract.

Insurance:

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior the date the Contract(s) shall become effective.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability
 - 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - 1. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Contract Agreement & Term:

The Contract Agreement for Tennis Management Services shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, with the opportunity to extend the contract for up to three (3) renewal periods. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor(s), availability of funds, and the approval of the SJC Recreation & Parks Department Director, and Purchasing Director.

Sub-Contractors:

No Sub-Contractors are permitted to be used for any services provided under this RFP.

**RFP NO: 11-67; TENNIS MANAGEMENT SERVICES AT CORNERSTONE PARK & NOCATEE PARK
PART IV: REQUEST FOR PROPOSALS PACKAGE EVALUATION**

Evaluation Criteria:

It is the intention of St. Johns County to evaluate, rank and short list the firms or individuals that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below. With the individuals or firms awarded contracts, St. Johns County will negotiate the technical aspects of the scope of work, deliverables, schedule, and fee for the tennis management services. Evaluation of the responses to this RFP will comply with the specific criteria as follows:

- A. **Experience w/ Similar Programs:** Each respondent shall submit a list of similar projects/programs including a brief description of the services provided for each program. The description shall include the length of time, or duration of each project/program, the location of each project/program, reason for termination of project/program, outcome of each project/program, and estimated fees for each project/program. This section will be worth up to a maximum of twenty-five (25) points.
- B. **Program Approach:** Each respondent shall provide a detailed explanation of the firm/individual's approach to this project, including any and all methods of teaching lessons to individuals, groups, clinics, camps, methods of advertising and/or promoting these services, and methods of maintaining interest from participants of the lessons. This section will be worth up to a maximum of twenty (20) points.

- C. **Additional Services:** Each respondent shall provide a detailed explanation, including pricing, for any and all additional services the firm/individual is available to provide under this Contract. Additional services may include, but not be limited to, programs, lesson packages, etc., not included in the basic services that would build and maintain interest in these services on a continuing basis. This section will be worth up to a maximum of fifteen (15) points.
- D. **Pricing Structure:** Each respondent shall provide all information required on the Fee Proposal Form, including per hour pricing for private lessons and group lessons, per person pricing for clinics and camps, per hour pricing for use of a ball machine, and per person per season pricing for league participation. The proposed percentage that shall be paid to the County shall also be included on this form. Respondents are encouraged to provide a breakdown of these costs with this form, but it is not required. This section will be worth up to a maximum of twenty five (25) points.
- E. **References:** Each respondent shall provide a list of references from the last three (3) calendar years, including program name and/or number, commencement and completion dates, brief description of services provided, total dollar amount for services provided, and all contact information for a representative from the client, for services performed within the last three (3) years. References must be clients for whom the firm provided tennis management services or similar programs. Reference information shall be submitted on Attachment "C" – References, provided herein. This section will be worth up to a maximum of fifteen (15) points
- F. **Response to RFP:** Each respondent shall be responsible for following the instructions contained herein and submitting an organized, comprehensive, and effectively presented RFP Package, which includes all of the required information, requested back-up, and any supplemental documentation. The quality of the RFP Package submitted by the respondent shall be evaluated based on the format, organization, and thoroughness of documentation. This section shall be worth up to a maximum of fifteen (15) points.

Evaluation of RFP Packages:

All RFP Packages submitted shall be evaluated by an Evaluation Committee of five (5) individuals. Each Evaluation Committee Team Member will receive a set of all of the RFP Packages submitted, a copy of the RFP Document, an Evaluator's Score Sheet, and shall evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any of the other Evaluation Team Members, or any other individual. References will be checked and scored by only one (1) evaluator so as to prevent duplication. Scores for each Contractor shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held at the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the scores highest to lowest.

RFP Package Format:

All RFP Packages must follow the same format, and shall be evaluated partially based on the Contractor's ability to follow the instructions herein, and provide an in depth, thorough and quality response to this RFP. To receive points from evaluation, the RFP Package format must address all required components, provide supplemental information and documentation where applicable, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages. Each respondent shall submit one (1) original, and five (5) copies of the RFP Package. All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Letter of Introduction
2	Contractor's Profile
	a. Attachment D – Licenses & Permits
3	Experience w/ Similar Programs
4	Program Approach
5	Additional Services
6	Pricing Structure
	a. Attachment B – Fee Proposal Form
7	References
	a. Attachment C – References
8	Other Required Forms
	a. Attachment A – Affidavit
	b. Attachment E – Drug Free Workplace Certificate

RFP Package Components:

Section 1: Letter of Introduction – Each Respondent shall provide a one or two page letter of introduction. Include the original signed letter of introduction with the original RFP Package, and a copy of the letter of introduction with each copy of the RFP Package. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- All contact information, including the name, title, phone number, fax number, e-mail address, and street address of any contact person in the Respondent's firm or organization who will respond to questions about the RFP Package;
- Highlights of the Respondent's qualifications and ability to perform the project services

Section 2: Respondent Profile – Each Respondent shall provide the following information in the Profile:

- The Respondent's name, business address, phone number, fax number, and email address;
- Types of services and products offered;
- Number of years in business;
- Number of employees;
- Proof of being a USPTA Certified Professional;
- Licenses & Certifications held by the Respondent firm/organization (Attachment "D");
- The location of the office or offices that would provide the project services;
- A brief statement of the Respondent's background and history;
- A list of key personnel authorized to submit RFP Packages, pricing proposals, bids, sign contracts, change orders, amendments, etc, on behalf of the firm. This list shall include a notarized delegation of authority by the president, CEO, or owner of the firm;

Section 3: Experience w/ Similar Programs

Section 4: Program Approach

Section 5: Additional Services

Section 6: Pricing Structure

Section 7: References

Section 8: Other Required Forms



**MASTER CONTINUING CONTRACT
RFP No: 11-67; Tennis Management
Services at Cornerstone & Nocatee Parks
Master Contract # 11-MCC-DAN-01914**

Approval (initial & date)

Prepared By: *[Signature]*
Approved By: *[Signature]*

This Contract Agreement is made as of this _____ day of _____, 2011, by and between St. Johns County, FL, by and through its Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Danny Witt, Tennis Professional, authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose address is 105 Natures Isle Drive, Ponte Vedra Beach, FL 32082, and whose Phone (904) 612-4865.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide professional tennis management services in accordance with the Contract Documents, attached hereto and incorporated herein by this reference. The Contract Documents shall include the following: (1) this Contract and any Amendments hereto; (2) the RFP Documents and Forms; (3) Exhibits, Attachments, and Addenda; (4) Specifications; (5) all Field Orders; (6) all Change Orders; and (7) and other amendments or modifications hereto executed by the parties.

The CONTRACTOR shall perform and complete the work specifically set forth in the Contract Documents and detailed in Exhibit "A" attached hereto.

The CONTRACTOR shall provide all labor, materials, and equipment necessary to provide scheduling and supervision of the tennis courts, private and group instruction, clinics, camps, demonstrations and/or tournaments as requested and/or necessary to provide the public with professional tennis management services at Cornerstone Park located at 11046 A1A North, Ponte Vedra Beach, FL 32082 and Nocatee Park located at 707 Little River Road, Ponte Vedra Beach, FL 32081.

Services by the CONTRACTOR shall be provided at the general direction of Betsy Clarkson, Superintendent of Recreation, St. Johns County Recreation & Parks Department, or an authorized St. Johns County designee, who shall act as the County's representative for the duration of this Contract.

ARTICLE 2 - SCHEDULE

The COUNTY and the CONTRACTOR shall mutually approve each schedule. No work shall be performed under an alternate schedule until approved, in writing, by both the COUNTY and the CONTRACTOR.

ARTICLE 3 - PAYMENTS/COMPENSATION

CONTRACTOR shall make monthly payments as Compensation to the COUNTY, in applicable amounts as set forth the in the Price Schedule, attached hereto as Exhibit C, and incorporated herein by this reference.

Although there is no payment form or format pre-approved by either the COUNTY, or the CONTRACTOR, payments submitted by the CONTRACTOR shall include a detailed written report of the work accomplished in connection with the Scope of Work as specifically set forth in Exhibit A, attached hereto and incorporated herein by this reference. The COUNTY may request additional documentation/information regarding any monthly payment submitted by the CONTRACTOR.

Unless otherwise notified, payments should be submitted to:

St. Johns County Parks and Recreation Department
ATTN: Betsy Clarkson, Superintendent of Recreation
2175 Mizell Road
St. Augustine, FL 32080

FINAL PAYMENT: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final payment" on the CONTRACTOR's final/last payment to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced, and the corresponding payments have been submitted to the COUNTY and that there is no further work to be performed under this Contract.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated with cause, upon either the COUNTY, or the CONTRACTOR providing at least thirty fifteen (30) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

This Contract may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least sixty (60) days prior written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or CONTRACTOR intends to terminate this Contract sixty (60) days from the date of notification (unless a date greater than sixty (60) days is specified). Consistent with other provisions of this Contract, the COUNTY shall be compensated for any services and/or expenses that are both authorized under this Contract and that accrue up to the termination of this Contract.

Upon receipt of a notice of termination of this Contract, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in the Contract Documents. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services noted in the Contract Documents shall be performed by the CONTRACTOR, or under the supervision of the CONTRACTOR. All personnel engaged in performing the Services noted in the Contract Documents shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services noted in the Contract Documents shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

No subcontractors are permitted to be utilized by the CONTRACTOR for any aspect of the work performed under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of the CONTRACTOR's FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - PERMITS AND LICENSES

To the extent that the CONTRACTOR needs to secure, obtain/acquire, and maintain permits and/or licenses, in order to perform Services as provided in the Contract Documents, then the CONTRACTOR shall be responsible for securing, obtaining/acquiring, and maintaining, at the CONTRACTOR's sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance. Specifically, the CONTRACTOR shall be required to secure, obtain/acquire, and maintain for the duration of this Agreement, any, and all, State permits, licenses, and approvals that are required for, or associated with, performance under this Contract.

ARTICLE 10 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- D. The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- E. The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- F. The CONTRACTOR shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONTRACTOR shall specifically include the COUNTY as "Additionally Insured".

ARTICLE 11 - INDEMNIFICATION

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the CONTRACTOR's performance under this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR. Should either the COUNTY or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services noted in this Contract. The CONTRACTOR further represents that during the duration/term of this Contract no person having any interest shall be employed for said performance of Services noted in this Contract.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from the COUNTY ADMINISTRATOR, or designee, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY ADMINISTRATOR, or designee, agrees to notify the CONTRACTOR of the opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR, of the original notification of conflict of interest. If, in the opinion of the COUNTY ADMINISTRATOR, or designee, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY ADMINISTRATOR, or designee, shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR's control and without the CONTRACTOR's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONTRACTOR; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR's failure to perform was without the CONTRACTOR's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised and/or adjusted accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in this Contract at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. It is expressly understood that under this Contract, the CONTRACTOR has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONTRACTOR being eligible for final payment of any amounts due under this Contract.

To the extent permitted by law, all written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY's expense, shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

Notwithstanding the provision above, or any other provision contained in this Contract, the COUNTY and the CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, and Independent CONTRACTOR, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that

of an Independent CONTRACTOR and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon, or resulting from, the award, or making of, this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by COUNTY, State, or Federal law.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 23 -- TERM

The term of this Agreement shall begin on the date of acceptance by the County and shall remain in effect for one calendar year, and may be renewed for up to a maximum of three (3) one (1) year renewal periods, upon satisfactory performance by the CONTRACTOR and mutual agreement by both parties. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR has satisfactorily performed the Scope of Services noted elsewhere in the Contract Documents.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain throughout the duration/term of this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

Both the County and the CONTRACTOR acknowledge that this Contract constitutes the complete agreement and understanding of the parties.

Further, both the COUNTY and the CONTRACTOR acknowledge that any change, amendment, modification, revision, or extension of this Contract (other than termination, as noted elsewhere in this Contract) shall be in writing, and shall be executed by duly authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 28 - FLORIDA LAW AND VENUE

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

ARTICLE 29 - ARBITRATION

The COUNTY is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in the Contract Documents.

ARTICLE 30 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: **Joe Burch, Purchasing Director**
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Mr. Danny Witt
105 Natures Isle Drive
Ponte Vedra Beach, FL 32082

ARTICLE 31 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

ARTICLE 32 - ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, T:\BIDS & RFPs\RFPs 11\11-67 Tennis Services at Cornerstone Park & Nocatee Park\11-67 Contract Agreement - Danny Witt (atty revisions).docx

Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 33 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 34 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 35 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 32 (Access to Records).

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract on the day and year below noted.

ST. JOHNS COUNTY, FL

CONTRACTOR

BY: _____
Joe Burch, SJC Purchasing Director

BY: St. Johns Tennis Academy

Date of Execution

CONTRACTOR Representative Signature

LEGALLY SUFFICIENT:



Assistant County Attorney

Printed Name & Title

6/29/11

Date of Execution

Date of Execution

WITNESS:

**ATTEST
CLERK OF COURT:**

Witness' Signature

Deputy Clerk

Printed Name & Title

Date of Execution

EXHIBIT "A"

RFP NO: 11-67; Tennis Management Services at Cornerstone & Nocatee Parks

SCOPE OF WORK

The CONTRACTOR shall provide scheduling and supervision of the tennis courts, private and groups instruction, clinics and camps as requested, and/or necessary to provide the public with professional tennis management services.

The Scope of Work for the Contract Includes:

Section 1 – Qualifications of CONTRACTOR

1. CONTRACTOR must be a US Tennis Professional Registry Certified Professional
2. CONTRACTOR shall provide sufficient qualified staff over the age of 18.

Section 2 – Responsibilities of CONTRACTOR

In providing the tennis management services, throughout the duration of the Contract, the CONTRACTOR shall be responsible for the following:

1. Provide sufficient personnel/staff, at least eighteen (18) years of age, in order to maintain constant supervision of all participants present at all times throughout the duration of the Contract.
2. Provide each individual employee and instructor with a distinctive shirt that prominently displays the instructor's name and/or CONTRACTOR's name, which shall be worn at all times during performance of services under this Contract.
3. Provide verification of a completed background check and a passed drug screening for each employee, staff member, instructor, and all other personnel within fifteen (15) consecutive calendar days of award. The background check must have been completed within the last six (6) consecutive calendar months. The drug screening must be completed after award is made, prior to execution of the Contract. Any individual whose background check and/or drug screening is returned as unacceptable to the County shall not be permitted to provide any services under this Contract. Any and all costs incurred by the CONTRACTOR for the background checks and drug screenings must be included in the pricing submitted in the CONTRACTOR's proposal. No additional costs shall be transferred to the County.
4. A background check and drug screening must be completed for each individual hired after the effective date of the Contract, within fifteen (15) consecutive calendar days of the hire, prior to the individual being permitted to provide any services under the Contract.
5. Provide any and all equipment, materials, and supplies necessary to conduct lessons for individuals, groups, clinics or camps. This includes, but is not limited to balls, ball machines, racquets and any other equipment or supplies necessary to provide the services required under this Contract.
6. Maintain the facilities and areas being utilized for the tennis management services free of trash, debris, dirt, water and maintain the overall cleanliness of the areas used throughout the duration of the Contract.
7. Leave one court unoccupied for general public use at all times.
8. Maintain a Drug and Tobacco Free Workplace and provide certification of such.
9. Comply with any and all applicable rules and guidelines under the Americans with Disabilities Act.
10. Ensure that no damage is done to the County facilities, courts, and other areas being used for the services provided under this Contract. Any damage to County facilities, areas, equipment during the performance of services under this Contract shall be corrected by the CONTRACTOR at no additional cost to the County. The CONTRACTOR shall notify the SJC Recreation & Parks Department within twenty four (24) hours of any maintenance or equipment needs of the facilities and areas.
11. Maintain all financial records in accordance with County requirements.
12. Acquire and maintain any and all licenses, permits and certifications required by local, state, and federal laws, regulations, codes, etc.
13. Abide by any and all local, state, and federal safety and health regulations.

EXHIBIT "B"

RFP NO: 11-67; Tennis Management Services at Cornerstone & Nocatee Parks

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on the date of acceptance by the County, and shall remain in effect for a period of one (1) calendar year providing satisfactory performance by the CONTRACTOR is maintained.

Contract Renewal/s – The contract may be renewed for up to three (3), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the continued need of the COUNTY for services.

Exhibit "C"

RFP NO: 11-67; Tennis Management Services at Cornerstone & Nocatee Parks

PRICE SCHEDULE

Percentage of total gross sales to be paid by CONTRACTOR to County as Compensation: 5%

Instruction:

Private Lesson: \$70.00 per hour
\$38.00 per half hour

Clinics: Four Players: \$20.00 per person
Five Players: \$15.00 per person

Section 1: Letter of Introduction

Dear Board of County Commissioners,

My name is Danny Witt and I am a USPTA Certified Professional spending the past 15+ years managing country club tennis operations at Queen's Harbour Yacht and Country Club and most recently, Deerwood Country Club. As the Director of Tennis at both locations, I administered all aspects of the operation including budgeting, staffing and all adult and junior programming. The programming included private lessons, clinics and after school groups and camps (holidays and summers).

I do fully understand all aspects of the services that I will provide (private and group lessons). I have extensive experience managing tournaments and camps which will not likely occur with this particular RFP due to the number of courts (Cornerstone with 2 and Nocatee with 2). My experiences with adult teams and junior tennis is extensive. I have worked with every level of player from beginners to Touring Professionals. I am very passionate about developing junior players, many of whom have received college tennis scholarships.

I will be the contact person for all tennis related business concerning this RFP:

Danny Witt (Tennis Professional)
Dannywitt71@yahoo.com
904-612-4865
105 Natures Isle Drive
Ponte Vedra Beach, FL 32082

My qualifications include being a USPTA Certified Professional, USTA Sports Science Certified and a former All-American at UNF in 1991. I spent some time coaching my brother, David Witt, while he competed on the ATP Tour and I learned my coaching philosophy from several mentors on the Tour (Brian Gottfried and Tom Gullikson, in particular). Their influence has been a tremendous help to me from the aspect of developing young players.

Respectfully


Danny Witt

Section 2: Profile

Danny Witt
105 Natures Isle Drive
Ponte Vedra Beach, FL 32082
904-612-4865
dannywitt71@yahoo.com

Services and Products Offered:

The services I will offer are private tennis lessons in duration of a half hour, full hour or an hour and a half. I will also offer group clinics for varying lengths of time depending on the type of group (adult or junior). I also offer the USTA Quikstart method of learning for young kids which utilizes low compression balls and modified nets and junior racquets.

I have been working in the tennis business for 15 years and I am currently working alone with no additional staff. I have attached my USPTA proof of certification which comes with liability insurance as a Certified Member. I have an office in my home as listed above.

I grew up a Florida competitive junior player and went on to UNF with a full tennis scholarship where I was a 1991 All American. I received my Business/Marketing degree in 1993. My work experience includes time at the ATP as a Teaching Professional and also Player Tour Services. I then spent time coaching my brother on tour prior to my teaching at the club level. For 15 + years I have worked as a Director of Tennis managing all aspects of a tennis operation. I am an active volunteer for USTA Florida Section and the local Mal Washington Kids Foundation.

My passion is working with kids and teaching them how to play the game of tennis. I work with every age (five and up) and every level based on what each individual wants to get out of the game. I currently am working as an independent contractor so all business related matters go directly to me.

Please see Attachment D: Licenses & Permits. On this attachment you will see that I have recently been cleared by both the YMCA and St. Johns County as a Certified Volunteer.

Section 3: Experience with Similar Programs

For the past 15 + years I have administered the following programs throughout the calendar year:

Spring Jr. Development Program (Jan-May)

Summer Camps

Fall Jr. Development Program (Sept-Dec)

Schools Program for Extended Day Students (Fall and Spring)

The above programs were all created on age group levels and ability levels.

The Fall and Spring classes were offered twice a week for (ages 5-7) 45 minutes and (ages 8+) one hour. I worked with the Tournament Level group in two hour increments.

These groups concluded when the sessions changed and started back up based on the calendar. Year after year, the program as a whole continued to grow in size. I had a staff of three professionals and numerous courts to work on. I used up to six courts during certain programming/match play for kids.

All fees were based on an hourly calculation starting at \$8 per child in a group setting and went up from there. The fees were also based on how many students attended (professional to student ratio).

Section 4: Program Approach

I have been teaching tennis for many years in the Jacksonville/Ponte Vedra Beach area and I feel that my expertise and reputation are my best forms of advertising. My methods of teaching are based on a strong coaching philosophy and many years of experience on the court. In the past year I have incorporated the USTA Quikstart method of coaching for young kids under the age of 10 which utilizes the low compression balls and in some cases, modified nets and court dimensions.

I am very interested in any type of advertising that the county will assist with and again, I feel that word of mouth advertising keeps me very busy and the interest level staying very high. I usually have a waiting list for kids to get on my private lesson schedule and my reputation is something I take great pride in.

I have brought tennis into several Jacksonville area schools and this is something that I would like to explore again. I would be interested in creating interest with the kids in county schools by conducting a tennis activity or assembly within the parameters of the public schools.

Section 5: Additional Services

My rates for private lessons are \$70 per hour and \$38 per half hour. My clinic rates are four players (\$20 each) and five players (\$15 each). Due to the fact that each site (Nocatee and Cornerstone) has only two courts, of which I can only use one, each clinic will be limited to six players or less.

I discussed my rates with Troy Blevins and Betsy Clarkson a few weeks ago and expressed to them that my rates have been the same for several years. I want to be sure that my rates do not diminish my chances of being rewarded this RFP.

Section 6: Pricing Structure

My rates and fees are listed in Section 5 as requested. I do not have a ball machine and league participation is not possible at these facilities since they each have only two courts. Please see Attachment B: Fee Proposal Form.

Section 7: References

Please see Attachment C: References.

Section 8: Other Required Forms

Please see Attachment A: Affidavit

ST. JOHNS COUNTY, FL
RFP NO: 11-67; TENNIS MANAGEMENT SERVICES AT
CORNERSTONE PARK & NOCATEE PARK
ATTACHMENT "A" - AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his bid a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF St. Johns. Before me, the undersigned authority, personally appeared Danny Witt who, being duly sworn, deposes and says he is Tennis Professional (Title) of Danny Witt (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for RFP No. 11-67, Tennis Management Services at Cornerstone Park & Nocatee Park.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Danny Witt
(Bidder)

By Danny Witt
Tennis Professional
(Title)

Sworn and subscribed to before me this 15 day of April 2011 ~~2010~~ se
Sally A. Cowans
Notary Public



SALLY A. COWANS
MY COMMISSION # DD 824148
EXPIRES: October 24, 2012
Bonded Thru Budget Notary Services

My Commission Expires: October 24, 2012

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

**RFP NO: 11-67; TENNIS MANAGEMENT SERVICES AT
CORNERSTONE PARK & NOCATEE PARK
ATTACHMENT "B"
FEE PROPOSAL FORM**

Each respondent shall provide all information required on the Fee Proposal Form, including per hour pricing for private lessons and group lessons, per person pricing for clinics and camps, per hour pricing for use of a ball machine, and per person per season pricing for league participation. The proposed percentage that shall be paid to the County shall also be included on this form. Respondents are encouraged to provide a breakdown of these costs with this form, but it is not required.

Percentage of total gross sales to be paid by the Contractor to the County: 5 % (minimum 5%)

Instruction:

Private Lesson: \$ 70 per hour

Group Lesson: 4 players \$20 per per person per hour

Same thing

Clinics: 5 players \$15 per per person per session

Camps: N/A per person per session (only 1 court can be utilized)

Ball Machine: N/A per hour

League Participation: N/A per person per division (per season) only 2 courts at each facility

Additional Services: Each respondent shall provide a detailed explanation, including pricing, for any and all additional services the firm/individual is available to provide under this Contract. (Respondents may use attach additional pages if necessary)

pricing is above

Detailed explanation is described in Section 4 Program Approach

RFP NO: 11-67: TENNIS MANAGEMENT SERVICES
AT CORNERSTONE PARK & NOCATEE PARK
ATTACHMENT "C"
REFERENCES

Each respondent shall provide a list of references from the last three (3) calendar years, including program name and/or number, commencement and completion dates, brief description of services provided, total dollar amount for services provided, and all contact information for a representative from the client, for services performed within the last three (3) years. References must be clients for whom the firm provided tennis management services or similar programs.

Reference #1:

Program Name/Number: Lisa Peterson Taryn (daughter)
Commencement/Completion Dates: 2010 - present
Program Description: private instruction on weekly basis
Price for Services: \$ 70 hr.
Client Firm Name: Taryn Peterson
Client Representative Name & Title: same
Phone: 904 599-8700 Fax: _____ Email: casalisap@aol.com

Reference #2:

Program Name/Number: Kitty Switkes daughter (Jaclyn)
Commencement/Completion Dates: 2008 - present
Program Description: private instruction
Price for Services: \$ 70 hr.
Client Firm Name: Jaclyn Switkes
Client Representative Name & Title: same
Phone: 904 631-4440 Fax: _____ Email: switty111@hotmail.com

Reference #3:

Program Name/Number: Leslie Schmachtenberger daughters (Lily and Molly)
Commencement/Completion Dates: Fall 2000 - present
Program Description: private instruction and group instruction
Price for Services: \$ 70 hr priv. \$15 per group (6 girls)
Client Firm Name: Lily and Molly Schmachtenberger
Client Representative Name & Title: _____
Phone: 904 382-3819 Fax: _____ Email: Lschmachtenberger@comcast.net

RFP NO: 11-67; TENNIS MANAGEMENT SERVICES AT
CORNERSTONE PARK & NOCATEE PARK
ATTACHMENT "D"
License/Certification List

In the space below, each Respondent shall list all current licenses held.

The Contractor shall attach a copy of each current license listed below to his proposal as instructed..

License Name	License #	Issuing Agency	Expiration Date
see USPTA Certification			

United States Professional Tennis Association, Inc.
Setting the standard for teaching professionals - That's Who We Are



April 11, 2011

Mr. Danny M. Witt, Jr.
105 Natures Isle Dr
Ponte Vedra Beach, FL 32082-3659

Dear Danny,

This letter will confirm that, as a certified member of the United States Professional Tennis Association, you have liability insurance as outlined below. This USPTA liability policy covers applicants, certified and certain honorary members in the United States, its territories or Canada, and nonmembers who are insured through a certified member's policy.

THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis.

Policy Number:	PHPK663100
Effective Period:	12/31/2010 - 12/31/2011
For questions or to report an accident, contact:	USPTA World Headquarters 3535 Briarpark Drive, Suite One Houston, TX 77042 Telephone 713-978-7782

If we may be of further assistance, please do not hesitate to contact us.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach
Melony DeLoach
Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

Attachment "D" Licenses/Permits

I will update my Background when deemed necessary as well as the Drug Screening.



Danny Witt



Volunteer



Expires: 1/29/12

W
i
n
s
t
o
n

St. Johns County
Recreation & Parks



Certified Volunteer



DANNY WITT

Expires: July 31, 2011

RFP NO: 11-67; TENNIS MANAGEMENT SERVICES AT
CORNERSTONE PARK & NOCATEE PARK
ATTACHMENT 'D'
DRUG FREE WORKPLACE CERTIFICATE

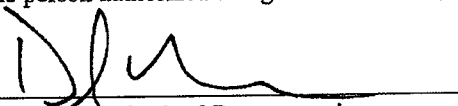
STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES ON DRUG-FREE WORKPLACE

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.



Signature of Authorized Representative

Danny Witt

Full Legal Company Name

Daniel M. Witt, Jr Tennis Professional

Printed Name & Title

4-15-11

Date of Execution