

**Paul W. Findlay**



2902 Fogarty Ave • Key West, Florida • Phone: 305-296-7389 W: 305-294-1346 C: 305-304-2111 • E-Mail: PaulF305@hotmail.com

**PROPOSAL FORM**

**RFP # 002-17**

**PROPOSAL # 002-17  
FOR TENNIS PROFESSIONAL SERVICES**

**Proposer/Contractor  
Paul Findlay, DBA, Island City Tennis**

# PROPOSAL FORMS

The forms on the following pages are to be submitted with the proposal.

PROPOSAL FORM

RFP# 002-17

PER ANNUM SUM PROPOSAL OFFER PRICE FOR:

TENNIS PROFESSIONAL SERVICES

\$ 9,100 \_\_\_\_\_

Proposal Offer Total in Words

\_\_\_\_\_ Nine Thousand One Hundred and 00/100 Dollars \_\_\_\_\_

ATTACHMENT: A

ANTI-KICKBACK AFFIDAVIT

PROJECT RFP #002-17 TENNIS PROFESSIONAL SERVICES

STATE OF FLORIDA )

: SS

COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Paul Findlay  
Paul W. Findlay

Sworn and subscribed before me this

18th day of October, 2016.

Mackenzie Williams

NOTARY PUBLIC, State of Florida at Large

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



**ATTACHMENT: B**

**PUBLIC ENTITY CRIMES CERTIFICATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to the City of Key West , Florida, by  
Paul W. Findlay  
(print individual's name and title)  
for d/b/a Island City Tennis  
(print name of entity submitting sworn statement)

whose business address is 2092 Fogarty Ave., Key West, FL 33040  
and (if applicable) its Federal Employer Identification Number (FEIN) is

495-64-8966 If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement \_\_\_\_\_):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Paul Findley  
(SIGNATURE)

10/18/16  
(DATE)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority \_\_\_\_\_  
\_\_\_\_\_ who, after first being sworn by me, Paul Findley (name of individual)  
affixed his/her signature in the space provided above on this 18th day of Oct., 2016.

Mackenzie Williams  
NOTARY PUBLIC

Mackenzie Williams  
Printed Name

My commission expires:



ATTACHMENT: C

05/01

FORM 575-060-13  
RIGHT OF WAY -

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NO.: 002-17

ITEM/SEGMENT

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

BID LETTING OF: 002-17

Oct. 18, 2016

I, Paul W. Findlay  
hereby

declare that I am an individual (NAME)  
of d/b/a Island City Tennis  
(TITLE)

Of Key West, Florida (FIRM)  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection



with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or

default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Paul W. Findlay  
NAME AND TITLE PRINTED

WITNESS: Cindy Sawyer  
Cindy Sawyer

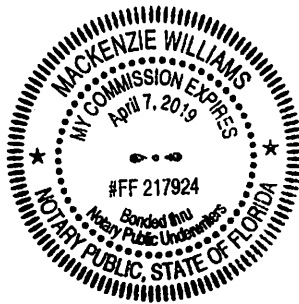
BY: Paul Findlay  
SIGNATURE

WITNESS: Tania Ortiz  
Tania Ortiz

Executed on this 18th day of October, 2016

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

State of Florida  
County of Monroe  
Subscribed and sworn to (or affirmed) before me this  
18th day of October, 2016  
By Paul Findlay  
Personally known  OR produced identification   
Type identification produced driver license  
Mackenzie Williams  
Notary Public



**ATTACHMENT: D  
CITY OF KEY WEST INDEMNIFICATION FORM**

Concessionee agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Concessionee, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Concessionee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Nothing in this indemnification is intended to act as a waiver of the City's sovereign immunity rights, including those provided under section 768.28, Florida Statutes

This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, Concessionee shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The Concessionee shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by Concessionee, or by persons employed or used by Concessionee.

CONTRACTOR: Paul W. Findlay SEAL:

2902 Fogarty Ave.  
Key West, FL 33040

Address

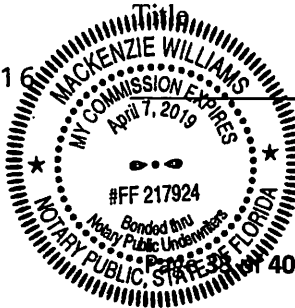
Paul Findlay  
Signature

Paul Findlay  
Print Name

Individual

State of Florida  
County of Monroe  
Subscribed and sworn to (or affirmed) before me this  
18th day of October, 2016  
By Paul Findlay  
Personally known      OR produced identification X  
Type identification produced driver license  
Mackenzie Williams  
Notary Public

DATE: Oct. 18, 2016



**ATTACHMENT: E**  
**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

:

SS COUNTY OF Monroe )

I, the undersigned hereby duly sworn, depose and say that the firm of Paul W. Findlay  
d/b/a Island City Tennis

provides benefits to domestic partners of its employees on the same basis as it provides  
benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

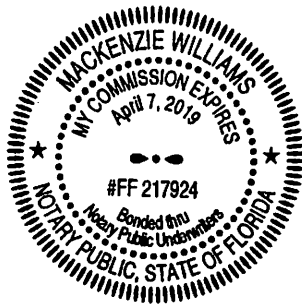
By: Paul Findlay

Sworn and subscribed before me this 18th day of October  
20 16

*Mackenzie Williams*

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**ATTACHMENT: F**  
**CONE OF SILENCE AFFIDAVIT**

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached

below) STATE OF Florida )

:

S

S

COUNTY OF Monroe )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Paul W. Findlay *Paul Findlay* ~~have~~ read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

18th day of October, 2016.

*Marcy Mui*

NOTARY PUBLIC, State of Florida at Large

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



**Sec. 2-773. Cone of Silence.**

(a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for PROPOSAL ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
- (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
- (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a Firm, lobbyist, or actual or potential subcontractor or sub-Firm who acts at the behest of a vendor in communicating regarding a competitive

solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a

competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between

a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation

between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3) Any communication regarding a particular competitive solicitation between

a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with the city clerk.

Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the

agenda item when publishing information related to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection

committees;

(5) Contract discussions during any duly noticed public meeting;  
(6) Public presentations made to the city commission or advisory body thereof

during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive

solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of

these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the

time of public notice of such solicitation as provided by section 2-826 of this

Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the

release of each competitive solicitation to the affected departments, with a

copy thereof to each commission member, and shall include in any public

solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate at the time the city commission or other

authorized body makes final award or gives final approval of a contract,

rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(3) Any city employee, official or member of the city commission that is

approached concerning a competitive solicitation while the cone of silence is

in effect shall notify such individual of the prohibitions contained in this

section. While the cone of silence is in effect, any city employee, official or

member of the city commission who is the recipient of any oral

communication by a potential vendor or vendor's representative in violation

of this section shall create a written record of the event. The record shall

indicate the date of such communication, the persons with whom such



communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with

the city attorney's office. In each such instance, an initial investigation

shall be performed to determine the existence of a violation. If a violation

is found to exist, the penalties and process shall be as provided in section

1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by

law, a violation of this ordinance shall render the competitive solicitation

void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited

from serving on a City of Key West advisory board, evaluation and/or

selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject

said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on

two more occasions it shall constitute evidence under City Code section 2-

834 that the vendor is not properly qualified to carry out the obligations or

to complete the work contemplated by any new competitive solicitation.

The city's purchasing agent shall also commence any available debarment

from city work proceeding that may be available upon a finding of two or

more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)

**ATTACHMENT: G**

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
  - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
  - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Paul W. Findlay  
d/b/a Island City Tennis Phone: 305-294-1346  
 Current Local Address: 2902 Fogarty Ave. Fax: \_\_\_\_\_  
 (P.O Box numbers may not be used to establish status)

Length of time at this address: 35 years

Paul Findlay Date: 10/18/16  
 Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

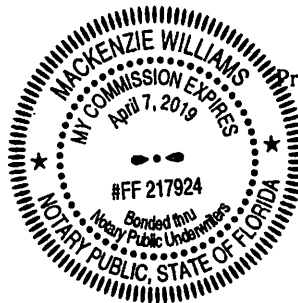
The foregoing instrument was acknowledged before me this 18th day of 2016.

By Paul W. Findlay, of Island City Tennis  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification driver license as identification  
(Type of identification)

Mackenzie Williams  
 Signature of Notary

Return Completed form with Supporting documents to: City of Key West Purchasing



Print, Type or Stamp Name of Notary

Title or Rank

**STATEMENT OF PROPOSER'S UNDERSTANDING OF WORK**

**PROJECT RFP #002-17 TENNIS PROFESSIONAL SERVICES**

**STATE OF FLORIDA )**

**: SS**

**COUNTY OF MONROE )**

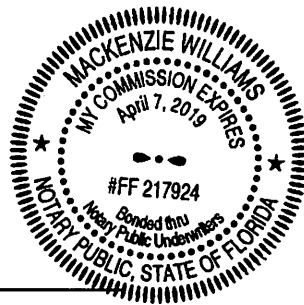
**I, THE UNDERSIGNED, UNDERSTAND THE WORK ON THIS PROJECT AS SET FORTH IN THE ABOVE REQUEST FOR PROPOSAL.**

By: *Paul Findlay*  
**PAUL FINDLAY**

**Sworn and subscriber before me this**

18th DAY OF October, 2016.

*Mackenzie Williams*  
**NOTARY PUBLIC, State of Florida at Large**



**My Commission Expires:** \_\_\_\_\_

# Paul W. Findlay



2902 Fogarty Ave • Key West, Florida • Phone: 305-296-7389 W: 305-294-1346 C: 305-304-2111 • E-Mail: PaulF305@hotmail.com

## PROPOSAL FORM

RFP # 002-17

### Tennis Professional Services For a Period of Five Years

1. Findlay will oversee all aspects of maintaining a tennis facility open to the public including cleaning, standing water removal, court and retail space supervision, minor repair, minor net repair and maintenance, minor retail space repair and minor crack repair. Findlay will be paid \$9,100.00 per annum for services rendered.
2. Findlay will have access to no more than 2 courts for lessons but will be able to use all courts for special events, i.e., tournaments, socials, leagues, etc.
3. Pro shop will be open at those hours which are deemed necessary by Findlay to meet public demand. City will be responsible for all substantial repairs and maintenance to the pro shop.

### Concessions and Lessons

Findlay will pay the City \$600.00 per month or 10% of gross sales and lessons, whichever is greater. Payment will be monthly, no later than the 5th of each following month. Beginning Year Four Findlay will pay the City \$630.00 per month or 10% of gross, whichever is greater.

STATE OF FLORIDA )

: SS

COUNTY OF MONROE )

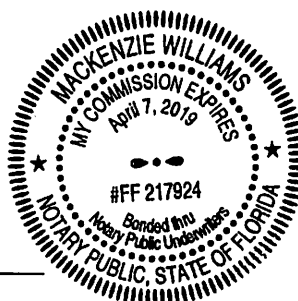
By: *Paul Findlay*  
PAUL FINDLAY

Sworn and subscriber before me this

18th DAY OF October, 2016.

*Mackenzie Williams*  
NOTARY PUBLIC, State of Florida at Large

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





**PROPOSER'S REFERENCES FROM SIMILAR PROJECTS  
WITHIN THE LAST FIVE YEARS**

**References**

Mr. Randy Sterling  
c/o City of Key West  
P.O. Box 1409  
Key West, FL 33040

Mr. Richard Bloom  
1400 Newton St.  
Key West, FL 33040  
305-296-7236

Michael R. and Megan K. Behmke  
3528 Sunrise Drive  
Key West, FL 33040

John Leslie  
901 Georgia St.  
Key West, FL 33040

Randy Moore  
24 Key Haven Terrace  
Key West, FL 33040

Peter Batty, Sr.  
912 Georgia Street  
Key West, FL 33040



## STATEMENT OF PROPOSER'S UNDERSTANDING OF THE WORK

### Concept of Proposal "Continuity with Success"

The City of Key West ("City") in association with Paul Findlay DBA Island City Tennis ("Findlay") is one of the longest running successful professional collaborations in the City's history. It spans a 34-year history.

The proposal keeps intact most of the elements of this successful relationship. Paul Findlay's proposal, if accepted, assures tennis players of every age continued access to well-maintained, professional quality courts.

Paul Findlay will continue to offer instruction to both residents and visitors of our community.

Paul Findlay has and will continue to serve as an effective and trusted liaison between the City and Key West tennis community, a group that volunteers their time and money with the guidance of Paul Findlay to enhance the courts and the facility with funding for special projects and sponsorship and assistance with tournaments.

Paul will continue to serve the community's needs as the premier tennis instructor for the Island's youth. For years, Island City Tennis has served as "the unofficial City League" of children's tennis preparing the majority of the Key West High School tennis players for tennis at the high school level.

Consistent with the RFP:

1. Findlay will oversee all aspects of maintaining a tennis facility open to the public including cleaning, standing water removal, court and retail space supervision, minor repair, minor net repair and maintenance, minor retail space repair and minor crack repair. Findlay will be paid Nine Thousand One Hundred and 00/100 Dollars (\$9,100.00) per annum for services rendered.
2. City will be responsible for site improvements such as nets, lights, windscreens, fencing, and court repair as deemed necessary by Findlay. Findlay will be responsible for water removal equipment.
3. Findlay will pay the City Six Hundred and 00/100 Dollars (\$600.00) per month or 10% of gross sales and lessons, whichever is greater. Payment will be monthly, no later than the 5th of each following month. The minimum monthly payment will increase 5% per year beginning Year Four of the Contract for a minimum monthly payment of Six Hundred Thirty and 00/100 Dollars (\$630.00).
4. Findlay will have access to no more than two (2) courts for lessons but will be able to use all courts for special events, i.e., tournaments, socials, leagues, etc.
5. Pro shop will be open at those hours which are deemed necessary by Findlay to meet public demand. City will be responsible for all substantial repairs and maintenance to the pro shop.



6. Findlay will hold and direct tournaments at the facility to meet public demand for such events. Findlay currently holds a minimum of four (4) fundraising tournaments per year to benefit various non-profits in the community. This is consistent with his 34 years of directing Tournaments in Key West.



## MAINTENANCE PLAN

1. Findlay will oversee all aspects of maintaining a tennis facility open to the public including cleaning, standing water removal, court and retail space supervision, minor repair, minor net repair and maintenance, minor retail space repair and minor crack repair. Findlay will be paid Nine Thousand One Hundred and 00/100 Dollars (\$9,100.00) per annum for services rendered.

2. City will be responsible for site improvements such as nets, lights, windscreens, fencing, and court repair as deemed necessary by Findlay. Findlay will be responsible for water removal equipment.

3. Findlay will monitor and report to City any and all physical condition(s) which may present a hazard to public safety or create liability on the part of the City.



# Paul W. Findlay



2902 Fogarty Ave • Key West, Florida • Phone: 305-296-7389 W: 305-294-1346 C: 305-304-2111 • E-Mail: PaulF305@hotmail.com

## **PROPOSAL FORM**

**RFP # 002-17**

**Copy of United States Professional Tennis Association Certification with ranking of Professional 1**

# United States Professional Tennis Association

Hereby certifies that

## Paul W. Findlay

has successfully completed all requirements, including an extensive examination of teaching, playing and business skills, necessary for the rating of

### Elite Professional

*John R. Embree*  
Chief Executive Officer



Membership No. 13548  
Valid through Dec. 31, 2016

M97C - CLWX - G227 - RPM2

# Paul W. Findlay



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## **PROPOSAL FORM**

**RFP # 002-17**

**Copy of United States Professional Registry Certification with ranking of professional or higher**



*certifies that according to the guidelines and standards established*

*Paul Findlay*

*has completed all tests and examinations and qualifies for PTR Certification of*

*Professional*

*and is a member in good standing from*

*March 1985 - August 2017*

*Roy Barth*

PTR Board of Directors  
President

*Dan Santorum*

Dan Santorum  
CEO

# Paul W. Findlay



2902 Fogarty Ave • Key West, Florida • Phone: 305-296-7389 W: 305-294-1346 C: 305-304-2111 • E-Mail: PaulF305@hotmail.com

## PROPOSAL FORM

RFP # 002-17

### Proof of Personal Liability Insurance of at least SIX MILLION Dollars for Tennis Activities

STATE OF FLORIDA        )  
  :SS  
COUNTY OF MONROE    )

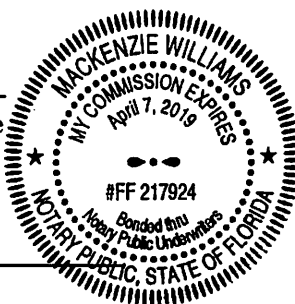
I hereby certify that the attached document(s) have been submitted as proof of liability insurance of NINE MILLION dollars for Tennis Activities USDTA Liability Policy # PHPK663100, effective 12/31/2001

By: Paul Findlay  
          PAUL FINDLAY

Sworn and subscriber before me this

18th DAY OF October, 2016.

Mackenzie Williams  
NOTARY PUBLIC, State of Florida at Large



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

United States Professional Tennis Association, Inc.

Setting the standard for teaching professionals - That's Who We Are



January 13, 2016

Mr. Paul W. Findlay  
2902 Fogarty Ave  
Key West, FL 33040-4038

Dear Paul,

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.

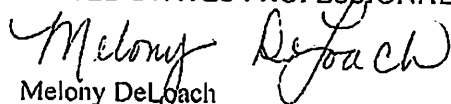
THE USPTA LIABILITY POLICY INCLUDES \$6 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis, pickleball, and platform tennis.

<b>Policy Number:</b>	PHPK1417813
<b>Effective Period:</b>	1/1/2016 - 12/31/2016
<b>For questions or to report an accident, contact:</b>	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  
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.