

CONCESSION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2012, by and between the City of Key West, Florida (hereinafter referred to as "City"), a municipal corporation organized and existing under the laws of the State of Florida, and Paul W. Findlay (hereinafter referred to as "Concessionee").

WITNESSETH:

WHEREAS, Concessionee wishes to obtain from City certain rights to vend to the public at a concession location at Bayview Park tennis courts and pro shop; and

WHEREAS, City wishes to convey such rights for a stated period, in return for monetary consideration and other assurances, in order that tennis professional services and associated retail shall be available to the public; and

WHEREAS, City and Concessionee desire a written agreement between them providing terms by which City grants, and Concessionee accepts, such rights.

NOW THEREFORE, in mutual consideration of the benefits that will accrue to the parties in faithfully abiding by the terms of this Agreement, City and Concessionee agree as follows:

(1) Concession Premises

City hereby grants to Concessionee the right and authority to use only as hereinafter described the demised area, consisting of 5 public tennis courts and one retail space, as shown on the attached "Exhibit A" (hereinafter referred to as "Concession Premises").

Concessionee hereby accepts the Concession Premise in an "as is" condition, and shall cause no harm by act or neglect to the Concession Premises or property contiguous thereto owned or controlled by City. Furthermore, the City shall not be responsible for debris or damage to any property of the Concessionee from any cause whatsoever.

In the event that a hurricane warning is issued by the National Weather Service, Concessionee shall immediately remove all personal property, equipment, inventory, storage boxes and other property that pose an imminent and serious danger to the public health, safety or welfare.

(2) Concession Term

City hereby grants to Concessionee's use as hereinafter described, the Concession Premises for a term of five (5) years (hereinafter, "Concession Term"). The Concession Term is subject to all rights of termination as hereinafter described.

(3) Concession Use

Subject to all terms and conditions provided in this Agreement, City hereby grants to Concessionee the right and authority to operate, as herein described, tennis professional services and associated retail (hereinafter, "Concession Use") upon the Concession Premises. It is the sole responsibility of the Concessionee to keep all equipment in good repair and supply all necessary and approved equipment required to conduct the activities specified herein.

In accordance with City's RFP #006-11 dated May 23, 2011 and Concessionee's Response to the RFP dated August 18, 2011, copies of which are attached hereto, incorporated by reference, and more particularly described as "Exhibit B" and "Exhibit C", respectively, Concessionee herein expressly agrees to oversee all aspects of maintaining a tennis facility open to the public, including, but not limited to, the following:

- 1) With regard to the tennis courts and retail space located on the Concession Premises, Concessionee shall be responsible for cleaning, removal of standing water, painting, net replacement, crack repair, and minor repair to the retail space such that the tennis facility shall be available for regulation play throughout the year. Maintenance and supervision tasks are further defined as:
 - i. Clean area surrounding courts and seating areas as needed at least twice daily.
 - ii. Daily leaf and debris removal.
 - iii. Water removal as necessary as well as maintenance of equipment.
 - iv. Pressure washing of bleachers as needed.
 - v. Reinstallation of nets and windscreens as needed.
 - vi. Supervision of courts with rule enforcement daily.
 - vii. Monitor activity in park and notify authorities when required.
- 2) Concessionee shall provide a combination of court supervision and retail space management for a minimum of eight (8) hours daily, which hours of operation are as followed:
 - i. Hours for Play: 7 a.m.- 10 p.m. daily
 - ii. Hours Tennis Pro Shop: Monday to Friday 7:30 a.m. – 11 a.m. and 2 p.m. to 7 p.m. Saturday 7:30 a.m. -11 a.m.
- 3) Court maintenance equipment, retail inventory, and associated materials shall be provided by Concessionee at Concessionee's sole expense.
- 4) Concessionee shall hold and direct tournaments at the Concession Premises such to meet public demand for same, including a minimum of four (4) fundraising tournaments each calendar year for the benefit of community nonprofit entities. In conducting said tournaments, as well as special events, socials, and leagues, Concessionee shall be permitted to utilize all courts located on the Concession Premises.

- 5) Concessionee shall be permitted to utilize a maximum of two (2) courts to conduct private tennis lessons. Provided, however, with the exception of scheduled events such as tournaments wherein all courts are utilized, a minimum of three (3) courts shall be available for public use.

(4) Concession Fee

(A) Payment Amount

Concessionee shall pay to City the amount of \$500.00 per month, or ten percent (10%) of the gross amount derived from private lessons and retain sales, whichever is greater (hereinafter, "Concession Fee"), plus applicable sales tax. The said gross amount shall include all revenues derived by Concessionee from the retail sales excluding sales tax collected for direct pass-through to local or state government.

(B) Increases in Minimum Fee

Beginning in year three of the Concession Agreement, Concessionee agrees that the minimum \$500.00 amount referred to in the preceding paragraph shall be subject to annual increases of five percent (5%) thereafter for the remainder of the Concession Agreement term.

(C) Payments Due

The Concession Fee for each month is due at the City of Key West Revenue Office, P.O. Box 1409, Key West, Florida 33041, on the fifth (5th) day of the following calendar month. Any Concession Fee payment not received at the office by the twentieth (20th) day following the said due date shall bear interest at the highest rate permitted by law from the twenty-first (21st) day after the due date until the date it is received by the City. In addition, all payments received after the due date shall incur a Fifty Dollar (\$50.00) administrative fee to cover the costs of collecting and processing late payments.

In addition, within twenty (20) days following the end of each month, Concessionee shall forward to City an accurate and complete copy of the Concessionee's State of Florida Department of Revenue Sales and Use Return Form DR-15 and any necessary accounting reports to reconcile between the amounts reported to the City and the amount reported to the State. Concessionee shall execute an authorization letter attached hereto as Exhibit D to enable the City to obtain copies of the Sales and use Tax Form DR-15 directly from the State of Florida at any time during the term of this agreement. Concessionee's failure to comply with this provision shall constitute a default of the Agreement pursuant to paragraph 11 below.

(D) Additional Rent

Should any fee, tax, penalty, fine, or other amount due City be levied or imposed upon Concessionee for any reason related to Concessionee's use of the Premises involved in this agreement, from any source whatsoever, including but not limited to sales tax, ad valorem tax, or code enforcement fine, the same shall be the responsibility of the Concessionee and Concessionee shall pay the same promptly when due as additional rent hereunder.

(E) Hardship Provision

In the event the Bayview Park tennis courts are deemed “closed” through no fault of the Concessionee by an event beyond his control, including City construction projects or destructive storms, for more than 15 days in a calendar month, the Concessionee may request, by writing to the City Manager, that a hardship provision be invoked wherein the Concessionee will be required to pay the greater of 50% of the minimum fee or 10% of gross income for the month that the hardship provision is invoked. The City Manager’s decision regarding the Concessionee’s request to invoke the hardship provision shall be final and shall be made in the sole discretion of the City Manager.

(5) Insurance

Concessionee shall provide at his sole expense comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property arising for any reason out of the Concessionee's Use of the Concession Premises, or arising out of its activities related to the Concession Use, or otherwise arising from its exercise of rights or failure to perform obligations pursuant to this Agreement. The insurance policy shall be written by a solvent insurance company in good standing and fully licensed to do business in Florida, and shall provide (i) an occurrence form commercial general liability policy, covering the operations of Concessionee and any person conducting business in, on or about the Concession Premises in which the limits with respect to liability and property damage shall not be less than Six Million (\$6,000,00.00) Dollars per occurrence (ii) all risk property insurance, including theft coverage, written at replacement cost value and a replacement cost endorsement insuring Concessionee’s improvements and betterments, fixtures, furnishings, equipment and any other property belonging to Concessionee; (iii) workers compensation coverage as required by the provisions of Florida statute (iv) and any additional coverage specific to the Concessionee’s Use or activities related to the Concession Use to adequately insure the Concessionee and the City. The policy shall show the City as a named insured, and shall provide that it cannot be canceled or revoked except after a minimum of thirty (30) days written notice to City. A true copy of the insurance contract shall be filed with the City Clerk within ten (10) days after execution of this Agreement, and shall be maintained on file throughout the Concession Term and any Renewal Term. Concessionee's failure to maintain the insurance policy in full force and effect at any time during the Concession Term or any Renewal Term shall be a default hereunder, and upon such default Concessionee shall immediately suspend all Concession Use and shall provide to City written notice of the default.

The insurance amounts here provided shall not in any way operate to limit or release, or be construed to limit or release, Concessionee from any liability to City, or from any obligation to indemnify City as provided herein. Said insurance amounts are minimum requirements, and shall be supplemented by Concessionee as necessary to meet its obligations, and to fully indemnify the City, as provided in this Agreement.

(6) Indemnity

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.

(7) Access to Records

Concessionee agrees to keep, at its principal office, records in accordance with generally accepted accounting principles, in which gross sales shall be recorded. Such records shall be open for inspection by City or its agents, including accountants retained for that purpose, during reasonable business hours for the term(s) of the concession and for at least three (3) years thereafter. If any audit shows that the amount of gross sales on Concessionee's statement was understated by more than one percent (1%) for any year, then Concessionee (in addition to paying the percentage Concession Fee due for such understatement) shall pay to City the reasonable cost of the audit.

Annually, the Concessionee shall submit to City a report of its operations showing in detail annual gross revenue as defined herein. The report shall be submitted within ninety (90) days of the close of each fiscal period; it shall be prepared in accordance with generally accepted accounting principles and shall be in sufficient detail to allow for a complete accounting for all gross sales derived from the Concession Use. A financial officer of the Concessionee shall certify the report.

(8) Assignment and Transfer of Control

(A) Transfer

The Concession shall be a privilege to be held by the Concessionee for the benefit of the public. Said Concession Use cannot under any circumstances be assigned, or control thereof transferred, by any means whatsoever including but not limited to, voluntary or involuntary sale, merger, consolidation, foreclosure, receivership, or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Any purported transfer of control of, or assignment of, this Concession without prior written authorization by the City Commission shall be null and void. The authorization shall be at the absolute discretion of the City.

(9) Obligations of City

(A) Compensation to Concessionee

In consideration for services rendered as listed in Section 3 by Concessionee pursuant to this Agreement, City shall pay to Concessionee the amount of \$758.33 per month, on or before the fifth day of each calendar month during the term of this Agreement.

(B) Improvements and Repair

With the exception of minor repair, minor net repair and maintenance, minor retail space repair, and minor crack repair, City shall be responsible for improvements to the Concession Premises, including nets, lights, windscreens, fencing, and court repair as deemed necessary by Concessionee. With regard to major maintenance tasks for the courts or the retail space in excess of \$5,000.00, Concessionee shall submit a request to City for review and possible inclusion in the City Facility Maintenance Plan.

(10) Notice

(A) Notice from City to Concessionee shall be deemed received and binding:

- 1) Upon written notice hand-delivered to Paul W. Findlay; or
- 2) two business days after written notice is locally mailed by certified letter to the following address:

Paul W. Findlay
2902 Fogarty Avenue
Key West, FL 33040

Concessionee agrees that delivery of notice hereunder shall be considered accomplished regardless of whether delivery to the above address is accepted, and regardless of the identity of any person there accepting delivery. Concessionee is fully and solely responsible for the receipt of notice at the above address.

- (B) Notice from Concessionee to City shall be deemed received and binding:
- 1) Upon written notice hand-delivered to the City Manager; or
 - 2) Two business days after written notice is locally mailed by certified letter to:

City Manager, City of Key West
P.O. Box 1409
Key West, FL 33041

(11) Default

- (A) Any one of the following events shall constitute a default and material breach under this Agreement:
- 1) Any material misrepresentation intentionally made by or on behalf of Concessionee in its concession proposal, or in support thereof, or in connection with the negotiation or renegotiations, or any amendment or modification thereof, or any attempts to evade any of the material provisions of this Concession Agreement, or to practice any fraud or deceit upon the City;
 - 2) Any failure by Concessionee to restrict its operations to the Concession Premises and Concession Use as herein provided, or to otherwise comply with Sections 1 through 3 hereof;
 - 3) Any failure to comply with the terms of Section 4 hereof governing the Concession Fee and timely payments thereof;
 - 4) Any failure by Concessionee to fully comply with Sections 5 or 6 hereof governing liability insurance and indemnification;
 - 5) Any failure by Concessionee to comply with Sections 7 or 8 hereof;
 - 6) Any failure by Concessionee to provide to the public on a daily basis the concession services described at Section 3 hereof, throughout the Concession Term, unless performance is prevented by force majeure;
 - 7) Any failure by Concessionee to comply with all City, State, and Federal law, or with all lawful directives issued by any public agency; or
 - 8) Any material breach of any other duty or obligation of Concessionee by the terms of this Agreement.

- 9) Bankruptcy or Insolvency - If at any time during the term hereof proceedings in bankruptcy shall be instituted against Concessionee and which proceedings have not been dismissed within a reasonable time period, and which bankruptcy results in an adjudication of bankruptcy; or if any creditor of Concessionee shall file any petition under Chapter X of the Bankruptcy Act of the United States of America, as it is now in force or may hereafter be amended; and Concessionee be adjudicated bankrupt, or Concessionee makes an assignment for the benefit of creditors; or sheriff, marshal, or constable take possession thereof by virtue of any attachment or execution proceedings and offer same for sale publicly, and such taking and offer for sale is not rescinded, revoked, or set aside within ten (10) days thereafter, then City may, at its option, in any of such events, immediately take possession of the Concession Premises and terminate this Agreement. Upon such termination, all Concession Fees to the date of termination and unpaid, shall at once become due and payable; and in addition thereto, City shall have all rights provided by said bankruptcy laws relative to the proof of claims on an anticipatory breach of an executory contract.

(B) Upon finding that Concessionee is in default of this Agreement, the City Manager (or his designee) may:

- 1) Suspend Concessionee's rights conferred by this Agreement, including Concessionee's use of the Concession Premises, by entering upon and taking possession of the Concession Premises, whereupon Concessionee shall surrender possession pending hearing as provided in Paragraph (C) below; or
- 2) Provide to Concessionee written notice of the basis of the default, and request Concessionee to show cause, at a subsequent hearing before the City Commission, why the Concessionee should not be declared in material breach of this Agreement.

(C) Only upon finding that Concessionee has substantially failed to comply with Sections 5 or 6 hereof, or is otherwise in default in a manner presenting a clear and present threat to public health or safety, the City Manager or designee shall proceed pursuant to paragraph (B)(1) of this Section. Within 48 hours after Concessionee's surrender of possession of the Concession Premises as there provided, the City Manager shall fully comply with paragraph (B) (2) above. At all reasonable times after Concessionee's surrender of possession, and pending hearing pursuant to (B)(2) above, the City Manager or his designee shall provide to Concessionee the opportunity informally to be heard why the suspension of rights should be lifted. In reaching decisions under this section, the City Manager/designee shall:

- 1) Consider Concessionee's past record of compliance with provisions of this Agreement and related laws; and

- 2) Consider the degree of risk to public health, safety, and peace arising from the default by Concessionee.

(D) Upon City Commission finding, after hearing as provided in paragraph (B) 2) above, of default by Concessionee the City Commission may direct Concessionee to surrender possession of the Concession Premises, and Concessionee hereby agrees immediately to so do. Concessionee shall thereafter have no further right to possession of the Concession Premises, and City may occupy same for its own uses, and may rescind the rights granted to Concessionee by this Agreement, and may in its absolute discretion grant any or all concession rights to a new party. Alternatively, the City Commission may direct such other remedy as may be agreed to by the parties.

(12) Cumulative Remedies; Nonwaiver

The specification of certain procedures herein shall not affect the City's right to pursue such other just and appropriate relief as may be provided by law. The remedies provided herein are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies the City may have. The City's waiver of, or failure to exercise any rights or remedies shall have no effect on the enforcement of such rights at any subsequent time, and shall not operate to limit by way of estoppel, laches, or otherwise, City's discretion to exercise any such rights.

(13) Joint, Several Liability

Concessionee shall execute a personal guarantee in a form acceptable to the City for the performance of all duties, obligations, and liabilities of Concessionee as provided by this Agreement, and for payment of the Concession Fees.

(14) Surrender of Possession

Upon expiration of the Concession Term, or sooner termination of Concessionee's rights pursuant to paragraph 10 or 11 hereof, Concessionee agrees to surrender and yield possession of the Concession Premises to City peacefully and without further notice, and in good order and condition.

(15) Utilities and Taxes

City shall bear all costs of any utilities provided to the Concession Premises for its use, including but not limited to all costs for electricity, water, solid waste service, or sewer service. Concessionee shall pay for telephone and internet service. Concessionee shall be responsible for any taxes due or that may become due arising out of the Concessionee's use of the property.

(16) Public Access

Concessionee agrees that there shall at all times be free and clear public access to the Concession Premises. The public shall have the right to make full noncommercial use of the property, including but not limited to, enjoyment of the tennis courts with equipment in their own possession.

(17) No Partnership

City does not in any way or for any purpose, become a partner of Concessionee in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Concessionee.

(18) Captions

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of this Agreement.

(19) Validity of Agreement

If all or any portion of this Agreement is determined by any court of law to be invalid for any reason whatsoever, the Agreement or any such portion shall be subject to renegotiation between the parties insofar as is consistent with the court order. Neither party shall be entitled to any damages whatsoever arising from such invalidity.

(20) Entire Agreement

This Agreement sets forth all the covenants, promises, agreements, and understandings between City and Concessionee concerning the Concession Premises. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Concessionee unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Concession Agreement the day and year first above written.

CITY OF KEY WEST

PAUL W. FINDLAY

By: _____
James Scholl
City Manager

Paul W. Findlay

ATTEST:

WITNESS:

Cheryl Smith, City Clerk

Print Name: _____

EXHIBIT A: AERIAL PHOTOGRAPH DEPICTING LOCATION OF CONCESSION PREMISES



— CONCESSION PREMISES

Tennis Pro Shop

© 2012 Google

149 ft

Georgia St
Google Earth

Imagery Date: 12/27/2010

24°33'24.91" N 81°47'21.26" W elev. 4 ft

Eye alt 647 ft

EXHIBIT B: CITY OF KEY WEST RFP #006-11, DATED MAY 23, 2011

CITY OF KEY WEST, FL



REQUEST FOR PROPOSAL # 006-11 **For** **TENNIS PROFESSIONAL SERVICES**

MAYOR: CRAIG CATES

COMMISSIONERS:

BARRY GIBSON

MARK ROSSI

BILLY WARDLOW

CLAYTON LOPEZ

JIMMY WEEKLY

TERI JOHNSTON

PREPARED BY: ROD DELOSTRINOS
CITY OF KEY WEST
COMMUNITY SERVICES

COPY NO. _____



THE CITY OF KEY WEST
Post Office Box 1409
Key West, Florida 33041-1409

May 23, 2011

To: All Prospective Proposers

City of Key West is soliciting competitive sealed Proposals for Tennis Professional Services, RFP# 006-11.

This package contains the following documents.

- a. Cover letter one (1) page in length
- b. Information to Proposers one (1) page in length
- c. Request for Proposal two (2) pages in length
- d. Instruction to Proposers seven (6) pages in length
- e. Proposal Form one (1) page in length
- f. Anti-Kickback Affidavit one (1) page in length
- g. Non-Collusion Declaration 3 (three) pages in length.
- h. Proposal Forms

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Rod Delostrinos, Deputy Director of Community Services at (305) 809-3751 or rdelostr@keywestcity.com with questions concerning the project.

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher, No Conflict Statement, Statement of Proposer's Understanding of Work and List of Proposer's References from Similar Projects from the Last Five Years.

INFORMATION TO PROPOSERS

SUBJECT: Request for Proposal, RFP# 006-11 Tennis Professional Services

ISSUE DATE: June 15, 2011
MANDATORY PRE-PROPOSAL CONFERENCE: July 13, 2011, 9:00 a.m. @ Bayview Park Tennis Pro Shop adjacent to Tennis Courts

MAIL PROPOSALS TO: City Clerk
City of Key West
525 Angela Street
Key West, Florida 33040

DELIVER PROPOSALS TO: City Clerk
City of Key West
525 Angela Street
Key West, Florida 33040

PROPOSALS MUST BE RECEIVED NO LATER THAN: 3:00 P.M. Eastern Time on August 3, 2011

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

REQUEST FOR PROPOSAL

Pursuant to City Ordinance, notice is hereby given that the City of Key West, Florida is seeking proposals to provide tennis professional services at Bayview Park for a period of five (5) years. The city currently has 5 public tennis courts (1- two court and 1-three court configuration) and one retail space. Prospective proposers would be expected to provide a combination of court supervision and retail space management for at least eight (8) hours daily for (the recommended hours are from 10 a.m. to 7 p.m.), private lessons as required, operation of retail space, direction of tournaments, and all court maintenance. Court maintenance equipment, retail inventory, and materials will be provided by the proposer. The proposer will submit a request for any major maintenance tasks for the courts or the retail space costing \$5000 or more to the City of Key West for review and inclusion in the City Facility Maintenance Plan. Although private lessons are permissible, a total of three (3) or more courts must be available for public use. The exception to this requirement is scheduled events such as tournaments where all courts are used. See page 6 for a sample concession agreement the City typically uses.

The qualifications of the tennis professional sought are:

1. Member of United States Professional Tennis Association with rank of at least Professional 2 and/or United States Professional Tennis Registry ranking of Professional or higher. A minimum of 6 million dollars of Personal Liability Coverage insurance for tennis activities is required with the City of Key West, FL named as an additional insured.
2. Experience in business management, tennis specific marketing and sales, and business accounting.
3. Experience in all areas of tennis facility maintenance. This includes but is not limited to cleaning, standing water removal, painting, net replacement, minor retail space repair and crack repair. The desired end state is a tennis facility that allows for regulation play throughout the year.
4. Experience in all aspects of directing tournaments.

The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in proposal. The City may reject proposals: (1) if the Proposer misstates or conceals a material fact in it's Proposal (2) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (3) if the Proposal is conditional, (4) if a change of circumstances occurs making the purpose of the proposals unnecessary or (5) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal. All proposals will processed in accordance with Sunshine Laws, Florida Statute, Chapter 119.01

Mandatory Proposal Submittals:

- a) United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher.
- b) Personal Liability Insurance of at least 6 million dollars for tennis activities.
- c) Anti-Kickback Affidavit (Attachment A)
- d) Public Entity Crimes Certification (Attachment B)
- e) Non-Collusion Declaration (Attachment C)
- f) Indemnification Form (Attachment D)
- g) No Conflict Statement

- h) Statement of Proposer's Understanding of Work
- i) List of Proposer's References from Similar Projects from the Last Five Years

Sunshine Committee Scoring Breakdown:

The scoring is based on a weighted scoring system. A total of 1000 Points are possible. The weighted designation is as followed:

Criterion	Points (1-10)	Weight
Demonstrated Tennis Professional Experience		30
Annual Proposal Cost to the City		25
Experience in all areas of tennis facility maintenance		20
Experience in business management, tennis specific marketing and sales, and business accounting		15
Experience in all aspects of directing tournaments		10

For information or questions, contact Rod Delostrinos, Deputy Director of Community Services at 809-3751 or email at rdelostr@keywestcity.com.

Dated this day of _____, 2011

CITY OF KEY WEST, FLORIDA

BY: _____

Jim Scholl, City Manager

SAMPLE CONCESSION AGREEMENT FORMAT

(Details and language will vary based on the response from the Request for Proposals and the City Attorney's Office.)

THIS AGREEMENT is entered into this _____ day of _____ 2011, between the City of Key West, Florida (hereinafter referred to as "City"), a municipal corporation organized and existing under the laws of the State of Florida, and _____, a corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "Concessionee").

WITNESSETH:

- (1) Concessionee wishes to obtain from City certain rights to vend to the public at a concession location at Bayview Park tennis courts.
- (2) City wishes to convey such rights for a stated period, in return for monetary consideration and other assurances, in order that tennis professional services and retail shall be available to the public.
- (3) City and Concessionee desire a written agreement between them providing terms by which City grants, and Concessionee accepts such rights.

NOW THEREFORE, in mutual consideration of the benefits that will accrue to the parties in faithfully abiding by the terms of this Agreement, City and Concessionee agree as follows:

- (1) Concession Premises: City hereby grants to Concessionee the right and authority to use only as hereinafter described as the demised area as shown on the attached exhibit A. (hereinafter, "Concessions Premises"), being more particularly described as follows:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

An aerial photograph of the above described Concession #1 Premises is attached hereto as "Exhibit A", and is made a part hereof.

- (2) Concession Term: City hereby grants to Concessionee's use as hereinafter described, the Concession Premises for a term of five (5) years (hereinafter, "Concession Term"). The Concession Term is subject to all rights of termination as hereinafter described.
- (3) Concession Use: Subject to terms and conditions provided in this Agreement, City hereby grants to Concessionee the right and authority to operate, as herein described, tennis professional services and retail (hereinafter, "Concession Use") upon the Concession Premises. It is the sole responsibility of the Concessionee to keep all equipment in good repair and supply all need approved equipment to conduct tennis professional activities as described below.

- (a) Tennis Retail
- (b) Tennis Lessons

- (4) Concession Fee:

- (c) Payment Amount: Concessionee agrees to pay to City \$X per month, or XX percent of (XX%) gross income, whichever is greater (hereinafter, "Concession Fee"), plus applicable sales tax. Gross income shall include all revenues derived by Concessionee from the retail space excluding sales tax collected for direct pass-through to local or state government.
 - (d) Increases in Minimum Fee
 - (e) Payments Due
 - (f) Additional Rent: Should any fee, tax, penalty, fine or other amount due City be levied or imposed upon Concessionee for any reason related to Concessionee's use of the Premises involved in this agreement, from any source whatsoever, including but not limited to sales, tax, ad valorem tax, code enforcement fine, the same shall be the responsibility of the Concessionee and Concessionee shall pay the same promptly when due as additional rent hereunder.
 - (g) Hardship Provision: If the Bayview Park Tennis courts are deemed "closed" through no fault of the Concessionee by an event beyond their control, including City construction projects, destructive storms, etc. for more than 15 days of the month, the Concessionee may request, by writing to the City Manager, that the hardship provision be invoked.
- (5) Insurance: A minimum of 6 million dollars of Personal Liability Coverage insurance for tennis activities is required with the City of Key West, FL named as an additional insured.
- (6) Indemnity: Concessionee agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents from all actions, claims, penalties, and judgments for damages at law or equity of any nature whatsoever arising, or alleged to arise, out of the (i) the act of the City in granting this concession, or out of (ii) the acts or omissions of Concessionee, its employees, agents, independent contractors, licensees, customers, or invitees, or out of (iii) Concessionee's operation of its business or rights conferred by this Agreement. Concessionee shall defend City, and shall pay all reasonable expenses incurred by City in defending itself, with regard to all damages and penalties the City may legally be required to pay as a result of the rights granted hereunder. Expenses shall include all incidental expenses including attorney fees, and shall include a reasonable value of any services rendered by the Office of the City Attorney.
- (7) Access to Records: Concessionee agrees to keep, at its principal office, records in accordance with generally accepted accounting principles, in which gross sales shall be recorded. Such records shall be open for inspection by the City or its agents, including accountants retained for that purpose, during reasonable business hours for the term(s) of the concession and for at least three (3) years thereafter. If any audit shows that the amount of gross sales on Concessionee's statement was understated by more than one percent (1%) for any year, then Concessionee (in addition to paying the percentage Concession Fee due for such understatement) shall pay to City the reasonable cost of the audit. Annually, the Concessionee shall submit to City a report of its operations showing in detail annual gross revenue as defined herein. The report shall be submitted within ninety (90) days of the close of each fiscal period; it shall be prepared in accordance with generally accepted accounting principles and shall be in sufficient detail to allow for a complete accounting for all gross sales derived from the Concession Use. A financial officer of the Concessionee shall certify the report.

(8) Assignment, Sublease, Transfer of Control

(a) Identification of Ownership

(b) Transfer

(9) Notice

(10) Default

(11) Cumulative Remedies; Nonwaiver

(12) Joint, Several Liability

(13) Surrender of Possession

(14) Utilities and Taxes

(15) Public Access

(16) No Partnership

(17) Captions

(18) State Approval

(19) Validity of Agreement

(20) Entire Agreement

Exhibit A



Orange Areas and Tennis Pro Shop are the areas which will be listed as “demised property”

INSTRUCTIONS TO PROPOSERS

1. TYPE OF PROPOSAL

Proposals will be accepted on the attached forms for the specific work requested. Alternate proposals offering innovative equipment, services or methods may be offered and will be considered. Alternate proposals shall provide sufficient information for the city to fairly consider alternate options; all information regarding the alternate proposal must be included in the bid and cannot be offered after the opening. If Alternate proposals are proposed, Section B. ADD/ALT Work must be completed and included with all its existing forms in all proposals. Regardless of proposal method selected, "INFORMATION REQUIRED FROM CONTRACTORS" must be provided as indicated

The attached forms are for proposals of PRICE PER ANNUM.

A. PRICE PER ANNUM OFFER

The Proposal for the work is to be submitted on a per annum sum basis. A break down listing of price shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified in the Proposal shall be considered incidental to those set forth in the Proposal.

B. ADD/ ALT WORK

Unit price- The estimate of annual quantities of work to be done is tabulated in the Proposal and although stated with as much accuracy as possible is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents, whether quantities are similar or significantly different from those in the bid form. No additional fees shall be paid for this work.

2. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Proposal shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published RFP.

Proposers shall not submit unbalanced Proposals as requested in the breakdown of Proposals.

Only one (1) Proposal from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Proposer is interested in more than one (1) Proposal for work contemplated, all Proposals in which such Proposer is interested will be rejected.

B. SIGNATURE

The Proposer shall sign his/her Proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL PROPOSAL REQUIREMENTS

The Proposer's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES, as set forth in the General Conditions.

D. ATTACHMENTS

Proposer shall complete and submit the following forms with his/her Proposal or as otherwise identified in the Proposal document:

- Proposal Form on Company letter head,
- United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher.
- Personal Liability Insurance of at least 6 million dollars for tennis activities.
- Anti-Kickback Affidavit (Attachment C)
- Public Entity Crimes Certification (Attachment D)
- No Conflict Statement
- Statement of Proposer's Understanding of Work
- List of Proposer's References from Similar Projects from the Last Five Years

Note: if any of the items above or as required in other parts of the document are not included in the Proposal, the City has the option of considering the Proposal none responsive and therefore will be rejected.

3. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Proposer, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

4. SUBMISSION OF PROPOSALS

All Sealed Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the RFP. Proposals must be made on the Proposal forms provided herewith.

Each Proposal must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Proposer's name and its contents without being opened, and addressed in conformance with the instructions in the RFP. One original and eight copies are required.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in AWARD OF CONTRACT, in these Instructions to Proposers shall have elapsed. Any withdrawal will result in the forfeiture of any bid bond.

6. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the responsive, qualified Proposer to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to another responsive, qualified Proposer. Such award, if made, will be made within ninety (90) days after the opening of the Proposals.

At the time of the bid, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the

Proposal in question. The Owner reserves the right to reject any and/or all Proposals because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Proposals, and to accept any Proposal that the CRA deems to be in the best interest of the Owner.

7. BASIS OF AWARD

The Owner, on the basis of that Proposal, will make the award to the responsible party whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors and the criteria set forth in the request for proposals. The final award determination or rejection shall be made by the city commission.

8. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Proposer, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. QUALIFICATION OF CONTRACTORS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the Owner.

10. LICENSES, PERMITS, AND FEES

The Proposer is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work.

11. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that he/she has carefully examined the Contract Documents for the project and conditions of work involved. Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Proposer further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

12. CERTIFICATES OF INSURANCE

Proposer agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

13. START OF PROJECT

The Proposer further agrees to begin work the date of the Notice to Proceed and to complete the all items in the per annum sum per listing in proposal.

14. QUESTIONS AND INTERPRETATIONAL ADDENDA

Prospective Proposers shall promptly notify the City in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Request for Proposal documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the Request for Proposal must be submitted in writing through mail, email, or facsimile transmission. Any written inquiries must be received by the City no later than ten (10) calendar days prior to the scheduled date for receipt of the proposals. Questions will be answered in writing by the City and distributed on Demandstar.

Any questions or requests for clarification should be sent to:

Mr. Rod Delostrinos
Deputy Director of Community Services
633 Palm Avenue Key West,
FL 33040 (305) 809-3751
rdelostr@keywestcity.com

The Proposer hereby acknowledges that he has received Addenda No's. , , , , (Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

15. PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractors, or consultant under a contract with any public entity and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

16. CONFLICT OF INTEREST

In their proposal, each Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposers firm, its affiliates, or parent or subsidiary organizations.

17. PER ANNUM SUM OFFER PROPOSAL

The Proposer agrees to accept as full payment for performance of the work as herein the following per annum sum. The Proposer agrees that the per annum sum price represents a true measure required to perform the work, including all allowances for overhead. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Proposal will be awarded on total Proposal amount. A schedule of values shall be submitted with the Proposal.

PROPOSAL FORMS

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

PROPOSAL FORM

RFP# 0006-11

PER ANNUM SUM PROPOSAL OFFER PRICE FOR:

TENNIS PROFESSIONAL SERVICES

\$ _____

Proposal Offer Total in Words

ATTACHMENT: A

ANTI-KICKBACK AFFIDAVIT

PROJECT RFP #006-11 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: _____

Sworn and subscribed before me this

day of _____, 2011.

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

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____ (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.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
_____ who, after first being sworn by me, _____ (name of individual)
affixed his/her signature in the space provided above on this _____ day of _____, 2011.

NOTARY PUBLIC

Printed Name

My commission expires:

ATTACHMENT: C

FORM 575-060-13
RIGHT OF WAY -

05/01

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

NO.: _____ ITEM/SEGMENT _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____
_____,

I, _____,
hereby
declare that I am _____ (NAME)
of _____ (TITLE) _____ (FIRM)
Of _____
_____ (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: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

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

ATTACHMENT: D
CITY OF KEY WEST INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West'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 of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

EXHIBIT C: CONCESSIONEE'S AUGUST 18, 2011 RESPONSE TO RFP #006-11

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 # 006-11

**PROPOSAL # 006-11
FOR TENNIS PROFESSIONAL SERVICES**

Proposer/Contractor
Paul Findlay, DBA, Island City Tennis

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

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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



Paul Findlay, Paul Findlay DBA Island City Tennis, and Findlay are used interchangeably.

Paul Findlay, SS# 495-64-8966, is the sole contractor/proprietor.

Island City is not a separate legal entity, a DBA for Paul Findlay.

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

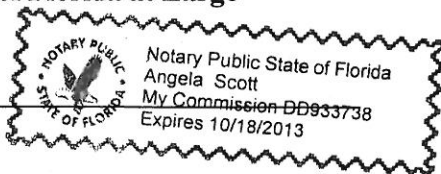
By: *Paul Findlay*
PAUL FINDLAY

Sworn and subscriber before me this

18th DAY OF Aug, 2011.

Angela Scott
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



Paul W. Findlay

RFP# 006-11



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

TENNIS PROFESSIONAL

Professionally Certified • Experienced in Facility Maintenance • Experienced in Tennis Facility Management and Marketing • Experienced Tournament Director •

Summary of Qualifications

Certified Tennis Professional with USPTA PI rating, and professional rating with the USPTR. 28 years of experience running a successful business as a contractor with the City of Key West, FL, DBA Island City Tennis, implemented all aspects of tennis business; including accounting, court maintenance, tournament directing, and oversaw general well being of Bayview Park.

Work Experience

Owner and Head Professional for Island City Tennis 1982-Present

- Directed successful partnership with the City of Key West; overseeing all aspects of Park. Successful lesson and retail business. Ran numerous tournaments benefitting local schools and charities.

High School Tennis Coach 2002-2009

- Oversaw scheduling of practices and matches for both boys and girls teams. Responsible for safely transporting and chaperoning both teams as we traveled. Responsible for all fundraising, leaving KWHS with a budget surplus of \$3,500 and a \$1,600 scholarship fund.

Tennis Manager for Rock Hill City Tennis 1979-1982

- Initiated tennis program for the City of Rock Hill, SC. First municipal program offering lessons and retail sales management for the city. Oversaw and directed city's employees in maintenance of park and tennis area.

Education

Continuing Education 1982-Present

Continuing education through USPTA and USPTR by attending coaching seminars, state and national conventions.

Winthrop College in Rockhill, SC 1976-1979

Full Tennis Scholarship

University of Missouri, Columbia 1975

Jefferson City Senior High School 1970-1974

High School Diploma

Association Memberships

USPTA-Professional

USPTR-Professional

USTA-Individual and Parks and Recreation Memberships



References

Mr. Randy Sterling
City of Key West

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

The Behmbke Family
Key West, FL

Tom Collins
P.O. Box 121407
Nashville, TN 37212

John Leslie
901 Georgia St.
Key West, FL 33040



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.

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 \$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 \$500.00 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.
4. 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.
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 4 fundraising tournaments per year to benefit various non-profits in the community. This is consistent with his 28 years of directing Tournaments in Key West.

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 # 006-11

PER ANNUM SUM PROPOSAL OFFER PRICE FOR A PERIOD OF FIVE YEARS:

TENNIS PROFESSIONAL SERVICES (See Page 2)

\$ 9,100.00

Proposal Offer Total in Words

Nine Thousand One Hundred Dollars and no/cents.

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

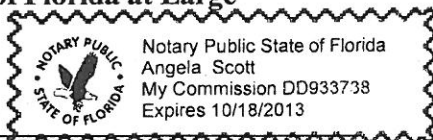
By: Paul Findlay
PAUL FINDLAY

Sworn and subscriber before me this

18th DAY OF Aug, 2011.

Angela Scott
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 # 006-11

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 \$500.00 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.

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

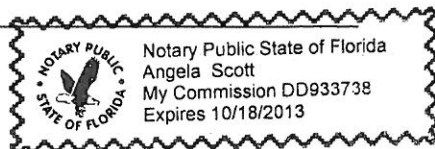
By: Paul Findlay
PAUL FINDLAY

Sworn and subscriber before me this

18 DAY OF Aug, 2011.

Angela Scott
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 # 006-11

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

Professional 1



Chief Executive Officer



Membership No. 13548
Valid through Dec. 31, 2011

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 # 006-11

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



certifies that according to the guidelines and standards established

Paul W. 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 2011

Jean Mills

Jean Mills
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 # 006-11

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

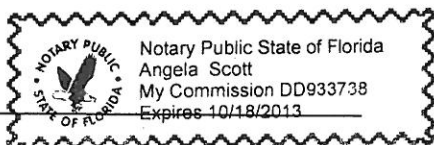
By: Paul Findlay
PAUL FINDLAY

Sworn and subscriber before me this

1st DAY OF Aug, 2011.

Angela Scott
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:





July 2, 2011

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.

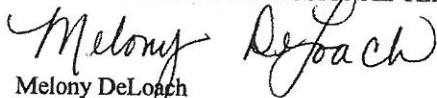
THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have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

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 # 006-11

NO CONFLICT OF INTEREST STATEMENT

I Paul Findlay, agree to the following:

Neither I nor my spouse or any or any relative is an employee of the City of Key West, nor is any employee or agent for me an employee of the City of Key West. Furthermore no City employee owns directly or indirectly any interest or investment in a firm or business interest belonging to me.

Paul Findlay
PAUL FINDLAY

Paul Findlay
Printed name

STATE OF FLORIDA)
 :SS
COUNTY OF MONROE)

I hereby certify that to the best of my knowledge the above statement is true and accurate.

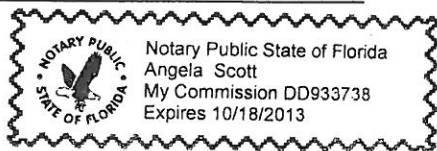
By: Paul Findlay
PAUL FINDLAY

Sworn and subscriber before me this

18th DAY OF Aug, 2011.

Angela Scott
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



STATEMENT OF PROPOSER'S UNDERSTANDING OF WORK

PROJECT RFP #006-11 TENNIS PROFESSIONSL 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 Aug, 2011.

Angela Scott
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 # 006-11

LIST OF PROPOSER'S REFERENCES FROM SIMILAR PROJECTS:

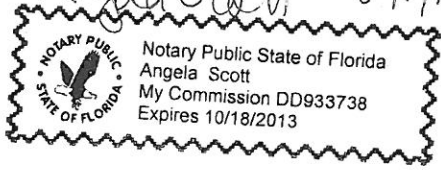
PROJECT: 1982 TO PRESENT – PAUL FINDLAY
CITY OF KEY WEST TENNIS PROFESSIONAL
DBA ISLAND CITY TENNIS

REFERENCE: RANDY STERLING
CITY OF KEY WEST

By: Paul Findlay
PAUL FINDLAY

signed and subscribed to me this,

Angela Scott 8/1/11



ATTACHMENT: A

ANTI-KICKBACK AFFIDAVIT

PROJECT RFP #006-11 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.

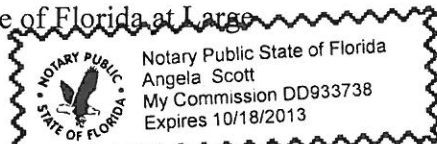
By: Paul Findlay

Sworn and subscribed before me this

day of 18th Aug., 2011.

Angela Scott

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 Findlay
(print individual's name and title)
for Paul Findlay, DBA, Island City Tennis - Sole Proprietorship
(print name of entity submitting sworn statement)

whose business address is 2902 Fogarty Ave., Key West, FL 33040
and (if applicable) its Federal Employer Identification Number (FEIN) is

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

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 Findlay
(SIGNATURE)

8/1/11
(DATE)

STATE OF Florida

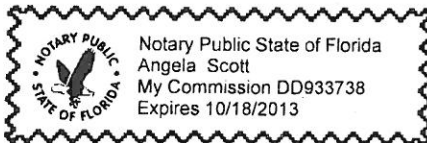
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority Paul Findlay
who, after first being sworn by me, Angela Scott (name of individual)
affixed his/her signature in the space provided above on this 1st day of Aug, 2011.

Angela Scott
NOTARY PUBLIC

ANGELA SCOTT
Printed Name

My commission expires:



ATTACHMENT: C

FORM 575-060-13
RIGHT OF WAY -

05/01

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

ITEM/SEGMENT

NO.: RFP # 006-11

F.A.P. NO.:
PARCEL NO.:
COUNTY OF: Tennis Professional
BID LETTING OF: Services

I, Paul Findlay,
hereby
declare that I am Sole Proprietor (NAME)
of Paul Findlay, DBA, Island City Tennis
Of Key West, Florida (TITLE) (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)

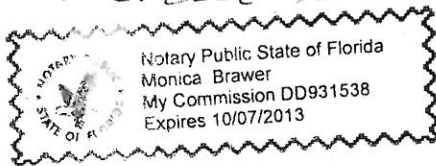
BY: Paul Findley DBA Island City Tennis WITNESS: Manuel Garcia
NAME AND TITLE PRINTED MANUEL E Garcia

BY: Paul Findley WITNESS: Nathalia M. Abandon
SIGNATURE

Executed on this 18th day of Aug, 2011

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

Sworn and subscribed to me, this
8/11/11 Monica Brawer



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

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West'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 of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR:

Paul Findlay
DBA Island City Tennis
2902 Forqarty Ave. Key West, FL, 33040
 Address

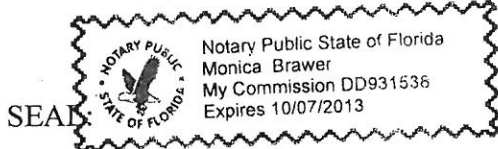
Paul Findlay
 Signature

Paul Findlay
 Print Name

Sole proprietor of Island
 Title CITY TENNIS

Sworn and subscribed
 DATE: to me this 18th Aug 2011

18th Aug 2011
Monica Brawer





**ADDENDUM 1:
RFP # 006-11 TENNIS PROFESSIONAL SERVICES**

To all general contract bidders of record on the Work titled:

**TENNIS PROFESSIONAL SERVICES
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the RFP #006-11 package for clarification of certain matters of both a general and a technical nature. The referenced RFP package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Thank you all for your interest in the Request for Proposal for Tennis Professional Services.

I would like to clarify a recurring question. The City of Key West is asking interested parties to submit a proposal similar to a concession agreement for the management of the tennis courts and retail space. Your proposals would tell us what you would want to do with the space.

The current agreement (see attached) has the City of Key West paying the tennis professional an annual \$7,800 for court supervision and maintenance. The tennis pro in turn pays the City 10% of revenues from lessons and pro shop sales.

Based on revenues submitted:
The tennis pro made approximately \$47,000 in FY 2010 and \$52,000 in FY 2009.

I am awaiting more information. I should have more information next week.

One point I have to make...In order for the City of Key West to evaluate your proposal, you must attend the mandatory prebid meeting in Key West on July 13, 2011 at your cost.

END OF ADDENDUM No. 1

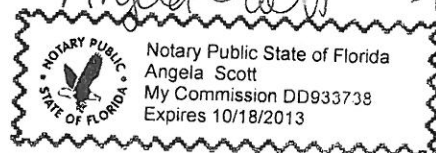
All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Paul Findlay

Signature Name of Business

Paul Findlay

supern and subscribed to me this, Angela Scott 8/1/11





**ADDENDUM 2:
RFP # 006-11 TENNIS PROFESSIONAL SERVICES**

To all general contract bidders of record on the Work titled:

**TENNIS PROFESSIONAL SERVICES
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the RFP #006-11 package for clarification of certain matters of both a general and a technical nature. The referenced RFP package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

One point I have to reiterate...In order for the City of Key West to evaluate your proposal, you must attend the mandatory prebid meeting in Key West on July 13, 2011 at your cost.

It is incumbent upon the proposer to submit a proposal which outlines the a proposer designed program which incorporates all aspects of the proposal specification listed in RFP #006-11.

<http://www.keywestcity.com/egov/apps/document/center.egov?path=browse&id=54>

Q1. The hours you would like the pro shop to be open is that 5 days a week or 7 days a week?

A1. The proposer would set the hours and days of the retail space that would be conducive to sales. The City does not have a preference.

Q2. How many tournaments are currently being ran per year at Bayview? Are they USTA tournaments? How many would you like to see ran per year?

A2. Tournaments normally benefit the community, and the current tennis professional holds at least 2 per year. There are also a couple of children events. They are not revenue generating. The City does not a specific number of desired tournaments; however, there should be enough to accommodate public interest.

Q3. Is there any paid salary from the City of Key West for this position (for court maintenance and manning the pro shop)?

A3. No salary for manning the pro shop. The City of Key West currently pays \$150 per week (52 weeks) for maintenance.

Q4. What is the time frame for submitting an official proposal?

A4. All proposals must be submitted no later than 3:00 P.M. on August 3, 2011 to the City Clerk at 525 Angela Street, Key West, FL 33041. No proposals will be considered after that time.

Q5. Who is in charge of price setting for events, private lessons, clinics, and tournaments?

A5. The proposer would set the price setting for events, private lessons, clinics, and tournaments?

Q6. What would the City of Key West like to see done at Bayview Park regarding the tennis program?

A6. The proposer should assembly a concept for the City of Key West to evaluate.

END OF ADDENDUM No. 2

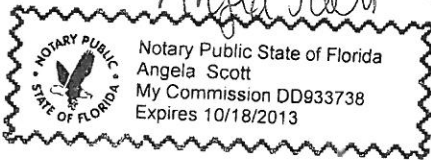
All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Paul Findlay
Signature Name of Business

Paul Findlay

*Sworn and subscribed
to me this,*

Angela Scott 8/1/11



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

Paul Findlay hereby acknowledges receipt and acceptance and acknowledgement and understanding of the attached Request for Proposal # 006-11 for Tennis Professional Services, Pages 1-25.

By: Paul Findlay
PAUL FINDLAY

Sworn and subscriber before me this

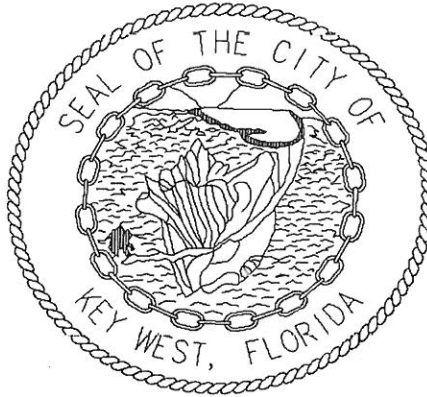
18th DAY OF Aug., 2011.

Angela Scott
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



CITY OF KEY WEST, FL



REQUEST FOR PROPOSAL # 006-11
For
TENNIS PROFESSIONAL SERVICES

MAYOR: CRAIG CATES

COMMISSIONERS:

BARRY GIBSON

MARK ROSSI

BILLY WARDLOW

CLAYTON LOPEZ

JIMMY WEEKLY

TERI JOHNSTON

PREPARED BY: ROD DELOSTRINOS
CITY OF KEY WEST
COMMUNITY SERVICES

COPY NO. _____



THE CITY OF KEY WEST
Post Office Box 1409
Key West, Florida 33041-1409

May 23, 2011

To: All Prospective Proposers

City of Key West is soliciting competitive sealed Proposals for Tennis Professional Services, RFP# 006-11.

This package contains the following documents.

- a. Cover letter one (1) page in length
- b. Information to Proposers one (1) page in length
- c. Request for Proposal two (2) pages in length
- d. Instruction to Proposers seven (6) pages in length
- e. Proposal Form one (1) page in length
- f. Anti-Kickback Affidavit one (1) page in length
- g. Non-Collusion Declaration 3 (three) pages in length.
- h. Proposal Forms

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Rod Delostrinos, Deputy Director of Community Services at (305) 809-3751 or rdelostr@keywestcity.com with questions concerning the project.

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher, No Conflict Statement, Statement of Proposer's Understanding of Work and List of Proposer's References from Similar Projects from the Last Five Years.

INFORMATION TO PROPOSERS

SUBJECT: Request for Proposal, RFP# 006-11 Tennis Professional Services

ISSUE DATE: June 15, 2011
MANDATORY PRE-PROPOSAL CONFERENCE: July 13, 2011, 9:00 a.m. @ Bayview Park Tennis Pro Shop adjacent to Tennis Courts

MAIL PROPOSALS TO: City Clerk
City of Key West
525 Angela Street
Key West, Florida 33040

DELIVER PROPOSALS TO: City Clerk
City of Key West
525 Angela Street
Key West, Florida 33040

PROPOSALS MUST BE RECEIVED NO LATER THAN: 3:00 P.M. Eastern Time on August 3, 2011

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

REQUEST FOR PROPOSAL

Pursuant to City Ordinance, notice is hereby given that the City of Key West, Florida is seeking proposals to provide tennis professional services at Bayview Park for a period of five (5) years. The city currently has 5 public tennis courts (1- two court and 1-three court configuration) and one retail space. Prospective proposers would be expected to provide a combination of court supervision and retail space management for at least eight (8) hours daily for (the recommended hours are from 10 a.m. to 7 p.m.), private lessons as required, operation of retail space, direction of tournaments, and all court maintenance. Court maintenance equipment, retail inventory, and materials will be provided by the proposer. The proposer will submit a request for any major maintenance tasks for the courts or the retail space costing \$5000 or more to the City of Key West for review and inclusion in the City Facility Maintenance Plan. Although private lessons are permissible, a total of three (3) or more courts must be available for public use. The exception to this requirement is scheduled events such as tournaments where all courts are used. See page 6 for a sample concession agreement the City typically uses.

The qualifications of the tennis professional sought are:

1. Member of United States Professional Tennis Association with rank of at least Professional 2 and/or United States Professional Tennis Registry ranking of Professional or higher. A minimum of 6 million dollars of Personal Liability Coverage insurance for tennis activities is required with the City of Key West, FL named as an additional insured.
2. Experience in business management, tennis specific marketing and sales, and business accounting.
3. Experience in all areas of tennis facility maintenance. This includes but is not limited to cleaning, standing water removal, painting, net replacement, minor retail space repair and crack repair. The desired end state is a tennis facility that allows for regulation play throughout the year.
4. Experience in all aspects of directing tournaments.

The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in proposal. The City may reject proposals: (1) if the Proposer misstates or conceals a material fact in it's Proposal (2) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (3) if the Proposal is conditional, (4) if a change of circumstances occurs making the purpose of the proposals unnecessary or (5) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal. All proposals will processed in accordance with Sunshine Laws, Florida Statute, Chapter 119.01

Mandatory Proposal Submittals:

- a) United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher.
- b) Personal Liability Insurance of at least 6 million dollars for tennis activities.
- c) Anti-Kickback Affidavit (Attachment A)
- d) Public Entity Crimes Certification (Attachment B)
- e) Non-Collusion Declaration (Attachment C)
- f) Indemnification Form (Attachment D)
- g) No Conflict Statement

- h) Statement of Proposer's Understanding of Work
- i) List of Proposer's References from Similar Projects from the Last Five Years

Sunshine Committee Scoring Breakdown:

The scoring is based on a weighted scoring system. A total of 1000 Points are possible. The weighted designation is as followed:

Criterion	Points (1-10)	Weight
Demonstrated Tennis Professional Experience		30
Annual Proposal Cost to the City		25
Experience in all areas of tennis facility maintenance		20
Experience in business management, tennis specific marketing and sales, and business accounting		15
Experience in all aspects of directing tournaments		10

For information or questions, contact Rod Delostrinos, Deputy Director of Community Services at 809-3751 or email at rdelostr@keywestcity.com.

Dated this day of _____, 2011

CITY OF KEY WEST, FLORIDA

BY: _____

Jim Scholl, City Manager

SAMPLE CONCESSION AGREEMENT FORMAT

(Details and language will vary based on the response from the Request for Proposals and the City Attorney's Office.)

THIS AGREEMENT is entered into this _____ day of _____ 2011, between the City of Key West, Florida (hereinafter referred to as "City"), a municipal corporation organized and existing under the laws of the State of Florida, and _____, a corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "Concessionee").

WITNESSETH:

- (1) Concessionee wishes to obtain from City certain rights to vend to the public at a concession location at Bayview Park tennis courts.
- (2) City wishes to convey such rights for a stated period, in return for monetary consideration and other assurances, in order that tennis professional services and retail shall be available to the public.
- (3) City and Concessionee desire a written agreement between them providing terms by which City grants, and Concessionee accepts such rights.

NOW THEREFORE, in mutual consideration of the benefits that will accrue to the parties in faithfully abiding by the terms of this Agreement, City and Concessionee agree as follows:

- (1) Concession Premises: City hereby grants to Concessionee the right and authority to use only as hereinafter described as the demised area as shown on the attached exhibit A. (hereinafter, "Concessions Premises"), being more particularly described as follows:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

An aerial photograph of the above described Concession #1 Premises is attached hereto as "Exhibit A", and is made a part hereof.

- (2) Concession Term: City hereby grants to Concessionee's use as hereinafter described, the Concession Premises for a term of five (5) years (hereinafter, "Concession Term"). The Concession Term is subject to all rights of termination as hereinafter described.

(3) Concession Use: Subject to terms and conditions provided in this Agreement, City hereby grants to Concessionee the right and authority to operate, as herein described, tennis professional services and retail (hereinafter, "Concession Use") upon the Concession Premises. It is the sole responsibility of the Concessionee to keep all equipment in good repair and supply all need approved equipment to conduct tennis professional activities as described below.

- (a) Tennis Retail
- (b) Tennis Lessons

- (4) Concession Fee:

- (c) Payment Amount: Concessionee agrees to pay to City \$X per month, or XX percent of (XX%) gross income, whichever is greater (hereinafter, "Concession Fee"), plus applicable sales tax. Gross income shall include all revenues derived by Concessionee from the retail space excluding sales tax collected for direct pass-through to local or state government.
 - (d) Increases in Minimum Fee
 - (e) Payments Due
 - (f) Additional Rent: Should any fee, tax, penalty, fine or other amount due City be levied or imposed upon Concessionee for any reason related to Concessionee's use of the Premises involved in this agreement, from any source whatsoever, including but not limited to sales, tax, ad valorem tax, code enforcement fine, the same shall be the responsibility of the Concessionee and Concessionee shall pay the same promptly when due as additional rent hereunder.
 - (g) Hardship Provision: If the Bayview Park Tennis courts are deemed "closed" through no fault of the Concessionee by an event beyond their control, including City construction projects, destructive storms, etc. for more than 15 days of the month, the Concessionee may request, by writing to the City Manager, that the hardship provision be invoked.
- (5) Insurance: A minimum of 6 million dollars of Personal Liability Coverage insurance for tennis activities is required with the City of Key West, FL named as an additional insured.
- (6) Indemnity: Concessionee agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents from all actions, claims, penalties, and judgments for damages at law or equity of any nature whatsoever arising, or alleged to arise, out of the (i) the act of the City in granting this concession, or out of (ii) the acts or omissions of Concessionee, its employees, agents, independent contractors, licensees, customers, or invitees, or out of (iii) Concessionee's operation of its business or rights conferred by this Agreement. Concessionee shall defend City, and shall pay all reasonable expenses incurred by City in defending itself, with regard to all damages and penalties the City may legally be required to pay as a result of the rights granted hereunder. Expenses shall include all incidental expenses including attorney fees, and shall include a reasonable value of any services rendered by the Office of the City Attorney.
- (7) Access to Records: Concessionee agrees to keep, at its principal office, records in accordance with generally accepted accounting principles, in which gross sales shall be recorded. Such records shall be open for inspection by the City or its agents, including accountants retained for that purpose, during reasonable business hours for the term(s) of the concession and for at least three (3) years thereafter. If any audit shows that the amount of gross sales on Concessionee's statement was understated by more than one percent (1%) for any year, then Concessionee (in addition to paying the percentage Concession Fee due for such understatement) shall pay to City the reasonable cost of the audit. Annually, the Concessionee shall submit to City a report of its operations showing in detail annual gross revenue as defined herein. The report shall be submitted within ninety (90) days of the close of each fiscal period; it shall be prepared in accordance with generally accepted accounting principles and shall be in sufficient detail to allow for a complete accounting for all gross sales derived from the Concession Use. A financial officer of the Concessionee shall certify the report.

- (8) Assignment, Sublease, Transfer of Control
 - (a) Identification of Ownership
 - (b) Transfer
- (9) Notice
- (10) Default
- (11) Cumulative Remedies; Nonwaiver
- (12) Joint, Several Liability
- (13) Surrender of Possession
- (14) Utilities and Taxes
- (15) Public Access
- (16) No Partnership
- (17) Captions
- (18) State Approval
- (19) Validity of Agreement
- (20) Entire Agreement

Exhibit A



Orange Areas and Tennis Pro Shop are the areas which will be listed as "demised property"

INSTRUCTIONS TO PROPOSERS

1. TYPE OF PROPOSAL

Proposals will be accepted on the attached forms for the specific work requested. Alternate proposals offering innovative equipment, services or methods may be offered and will be considered. Alternate proposals shall provide sufficient information for the city to fairly consider alternate options; all information regarding the alternate proposal must be included in the bid and cannot be offered after the opening. If Alternate proposals are proposed, Section B. ADD/ALT Work must be completed and included with all its existing forms in all proposals. Regardless of proposal method selected, "INFORMATION REQUIRED FROM CONTRACTORS" must be provided as indicated

The attached forms are for proposals of PRICE PER ANNUM.

A. PRICE PER ANNUM OFFER

The Proposal for the work is to be submitted on a per annum sum basis. A break down listing of price shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified in the Proposal shall be considered incidental to those set forth in the Proposal.

B. ADD/ ALT WORK

Unit price- The estimate of annual quantities of work to be done is tabulated in the Proposal and although stated with as much accuracy as possible is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents, whether quantities are similar or significantly different from those in the bid form. No additional fees shall be paid for this work.

2. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Proposal shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published RFP.

Proposers shall not submit unbalanced Proposals as requested in the breakdown of Proposals.

Only one (1) Proposal from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Proposer is interested in more than one (1) Proposal for work contemplated, all Proposals in which such Proposer is interested will be rejected.

B. SIGNATURE

The Proposer shall sign his/her Proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL PROPOSAL REQUIREMENTS

The Proposer's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES, as set forth in the General Conditions.

D. ATTACHMENTS

Proposer shall complete and submit the following forms with his/her Proposal or as otherwise identified in the Proposal document:

- Proposal Form on Company letter head,
- United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher.
- Personal Liability Insurance of at least 6 million dollars for tennis activities.
- Anti-Kickback Affidavit (Attachment C)
- Public Entity Crimes Certification (Attachment D)
- No Conflict Statement
- Statement of Proposer's Understanding of Work
- List of Proposer's References from Similar Projects from the Last Five Years

Note: if any of the items above or as required in other parts of the document are not included in the Proposal, the City has the option of considering the Proposal none responsive and therefore will be rejected.

3. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Proposer, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

4. SUBMISSION OF PROPOSALS

All Sealed Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the RFP. Proposals must be made on the Proposal forms provided herewith.

Each Proposal must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Proposer's name and its contents without being opened, and addressed in conformance with the instructions in the RFP. One original and eight copies are required.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in AWARD OF CONTRACT, in these Instructions to Proposers shall have elapsed. Any withdrawal will result in the forfeiture of any bid bond.

6. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the responsive, qualified Proposer to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to another responsive, qualified Proposer. Such award, if made, will be made within ninety (90) days after the opening of the Proposals.

At the time of the bid, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the

Proposal in question. The Owner reserves the right to reject any and/or all Proposals because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Proposals, and to accept any Proposal that the CRA deems to be in the best interest of the Owner.

7. BASIS OF AWARD

The Owner, on the basis of that Proposal, will make the award to the responsible party whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors and the criteria set forth in the request for proposals. The final award determination or rejection shall be made by the city commission.

8. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Proposer, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. QUALIFICATION OF CONTRACTORS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the Owner.

10. LICENSES, PERMITS, AND FEES

The Proposer is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work.

11. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that he/she has carefully examined the Contract Documents for the project and conditions of work involved. Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Proposer further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

12. CERTIFICATES OF INSURANCE

Proposer agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

13. START OF PROJECT

The Proposer further agrees to begin work the date of the Notice to Proceed and to complete the all items in the per annum sum per listing in proposal.

14. QUESTIONS AND INTERPRETATIONAL ADDENDA

Prospective Proposers shall promptly notify the City in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Request for Proposal documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the Request for Proposal must be submitted in writing through mail, email, or facsimile transmission. Any written inquiries must be received by the City no later than ten (10) calendar days prior to the scheduled date for receipt of the proposals. Questions will be answered in writing by the City and distributed on Demandstar.

Any questions or requests for clarification should be sent to:

Mr. Rod Delostrinos
Deputy Director of Community Services
633 Palm Avenue Key West,
FL 33040 (305) 809-3751
rdelostr@keywestcity.com

The Proposer hereby acknowledges that he has received Addenda No's. , , , , (Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

15. PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractors, or consultant under a contract with any public entity and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

16. CONFLICT OF INTEREST

In their proposal, each Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposer's firm, its affiliates, or parent or subsidiary organizations.

17. PER ANNUM SUM OFFER PROPOSAL

The Proposer agrees to accept as full payment for performance of the work as herein the following per annum sum. The Proposer agrees that the per annum sum price represents a true measure required to perform the work, including all allowances for overhead. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Proposal will be awarded on total Proposal amount. A schedule of values shall be submitted with the Proposal.

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 # 006-11

LETTERS OF REFERENCE

John Leslie
901 Georgia
Key West, Fl., 33040

July 15, 2001

To Whom It May Concern:

More than twenty years ago I began taking tennis lessons from Paul Findlay at Bayview Park. Prior to that time, I had little knowledge or experience of the game. Now, nearly seventy, I continue to use him as a coach and to play routinely at Bayview. As a result of his teaching capabilities, I've become a respectable club player. The enjoyment of the game, as well as its obvious social and physical virtues, is directly attributable to Paul.

More importantly, however, I've watched Paul work with others over the years. His particular skills in teaching kids of all ages is, to put it plainly -- astounding. It is also a gift. The patience required to work with a six- seven- or eight-year-old and turn him or her into a tennis player who may eventually play on the Key West High School team -- as many have -- is one thing; but the ability to actually instruct and motivate those same kids, is quite another. While there are many good tennis players in Key West, a few who may even have USTA qualifications to teach, I know of none who could do year-in and year-out what Paul has achieved in nearly three decades as the tennis pro at Bayview Park.

Paul Findlay is an asset, not only to Bayview and its tennis program, but to the community as a whole for his professionalism and commitment and work ethic. I hope we'll be able to keep him at Bayview for many more years.

Thank you.

Sincerely,



John Leslie

Lynn Marie Barras

Key West Montessori Charter School
1400 United Street, #110
Key West, Florida 33040

29 June, 2011

City of Key West
Division of Parks & Recreation

To whom it may concern,

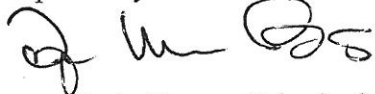
On behalf of the Key West Montessori Charter school, I am writing in support of Paul Findlay as the tennis instructor at Bayview Park. During the past school year, we had the opportunity to offer tennis instruction as part of our after school programming options. Mr. Findlay and his son Yann would collect our students and walk them to the courts at Bayview Park for tennis lessons. Our school families enjoyed having this enrichment experience for their children, and I was looking forward to continuing the partnership in the new school year.

It has come to my attention that Mr. Findlay's position with Bayview Park is up for bid, and I would like to offer my positive experience as a rationale for retaining Mr. Findlay in his position. Most of the families who elected to have their children participate in our after school tennis instruction did so because they knew of Mr. Findlay's

experience and professionalism. Our school's close proximity to Bayview Park enables us to utilize the facilities often, and being able to offer a quality tennis program with a proven instructor enriches our programming options.

Thank you for your consideration.

Respectfully submitted,



Lynn Marie Barras, Principal

Key West Montessori Charter School
www.KeyWestMontessori.com

July 11, 2011

Paul Findlay, Island City Tennis

After playing tennis on the island at Bayview Park as tourists since the late 80's, we moved to Key West in 1996 with our 2 year-old daughter Bridget.

We immediately signed up for programs with Paul Findlay and longed for our daughter to grow into her racquet given to her by her grandparents.

Several years later you could find Bridget over at Bayview playing tennis with other kids, as well as hanging from the jungle Jim in the playground.

By that time, Bayview Park had been changing rapidly and we watched it evolve together: the kids, the parents, and the onlookers.

With things changing so quickly, the dynamic of the park was often challenged.

Paul Findlay was consistent to help try and maintain the park's original presence and enjoyment.

There are so many things beyond the tennis program have benefited from Paul's presence at the park. The playground, the bathrooms, the garden, the trees, the sidewalks, the basketball court, the lightpoles, the grandstand (only one now), and the iguanas! Paul has always been there to maintain that importance, the order and the peace.

In 1998 our son Jack was born and three years later he too was out there swinging his racket given to him by his grandparents. We now had two children in the park, two different ages and two different lifestyles.

Paul provided the opportunity for both of our children and countless others to experience not only the tennis but the overall enjoyment of the park.

We so looked forward, after a long day of work, to sitting back on the bleachers, watching our kids play tennis with Paul and the other pros who worked with him and visit with other parents and friends or use the playground area, the basketball court, the softball field, and rest of the park.

Paul's tennis programs for our kids have been invaluable to all of us. They are organized, friendly and fully attended. It brings us together in a wonderful, safe environment, coordinated by Paul.

We have had three generations of tennis with Island City Tennis and Paul Findlay.

It began with my husband's parents, followed by us and now our children.

Our daughter Bridget always wanted to play for the high school tennis team; she often stayed to watch them practice after her clinics when she was younger.

She lived her dream freshmen year at KWHS...Paul was her coach and led her to many successes that were vital to her growth that year.

Although Paul no longer officially coaches her, he is at every home match assisting her team...most of her teammates look for or rely on Paul at these matches too...

Most of the kids who have played tennis in this town have played with Paul and all would agree that he has been a huge positive influence not only in the sport but also on them as young adults. Paul understands all of these different ages and levels of play...it is amazing and inspiring to watch.

We have lost some terrific people over the years who often played tennis at Bayview Park.

Paul was instrumental in getting two memorials installed at the park, one for Ken Tomita (2008) and one for John Harris (2005), whose children, friends and grandchildren still play tennis, socialize, play basketball, ride their bikes, skateboard, etc. in the park.

Paul has done an outstanding job of bringing us all together and keeping us involved in the park and tennis...please keep Paul Findlay and Island City Tennis together with Bayview Park for more generations to enjoy!

Thank you for your consideration.

Bridget Behmke, age 17

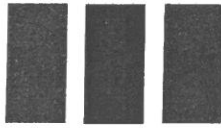
Jack Behmke, age 13

Megan Behmke, age 44

Michael Behmke, age 45

Kay Behmke, age 64

John Behmke, age 64



TOM COLLINS PRODUCTIONS

I N C O R P O R A T E D

July 7, 2011

To the City of Key West:

Having played tennis throughout Florida, I was pleasantly surprised to find the *Island City Tennis Courts* in Key West. I met Paul Findlay seven years ago and in my opinion Paul runs a great private lesson program, as well as open play for doubles. He shows outstanding dedication to Bayview Park and goes beyond his job to keep the facility well maintained and in great shape.

Paul has a great love for the game of tennis and he truly respects his students and his profession with the City of Key West. Not only is he a hard worker but he is one of the best tennis pros I have had the pleasure of being around in my forty years of playing. Paul represents Bayview Park and the City of Key West to the highest level. I look forward to my four visits each year to visit Paul and the other friends I have met at the *Island Tennis Courts*.

Sincerely,

Tom Collins

810 Terry Lane
Key West, FL 33040

June 30, 2011

City of Key West C/O
Yann Findlay
Island City Tennis
1310 Truman Ave.
Key West, FL 33040

RE: The Findlay's Performance with the City Tennis Program

To Whom It May Concern:

Paul and Yann Findlay have coached my son, Nick, who is now 17 years old, for the past few years during our winters in Key West. We are very impressed with this father/son combination. They share a passion for the game that is palpable.

The Findlay's have the patience to teach beginners and the depth of knowledge to teach much more advanced players. They are well networked in the Key West community and know how to facilitate matches with similar level tennis enthusiasts.

Key West has been very well served by the Findlay's with the City Tennis Program. Tennis is their passion. It would be a shame if they were not allowed to continue to build on this marvelous program.

Sincerely,



Bob Walsh

Kathy and Vince Melendy
109 Front St.
Unit 213
Key West, Fl. 33040
305 296-1126

July 1, 2011

To the City of Key West Florida

To whom it may concern:

This letter is a recommendation for Paul Findlay, tennis pro at Bayview Park.

We are residents of Key West and tennis players who play regularly at Bayview Park.

We first came to Key West 20 years ago in search of an area that possessed a great sense of community.

We stumbled across Bayview Park and met Paul Findlay.

Over those years we watched Paul welcome and promote the Key West hospitality to all who are on and off the courts. He manages the courts with the upmost professionalism. The courts are always in good shape and well maintained. Paul makes himself available to the public to assist both visitors and regulars alike even making the visitors feel like locals.

One of the best recommendations is the listen to visitors who come to Key West to play tennis because they heard from others about Bayview and how this is such a unique place to play tennis. Paul is highly regarded as a tennis' pro with great skill with all levels of play and all ages of players- a unique combination.

In our estimation Paul makes Bayview Park and the tennis program a valuable asset to the Key West community.

Sincerely,


Kathy and Vince Melendy

Friday, July 08, 2011

Parks and Recreation
The City of Key West
Key West, FL 33040

To Whom It May Concern,

I write this letter of recommendation in support of the present Bay View Park Tennis Pro-Shop occupant Mr. Paul Findlay. I have known Mr. Findlay and his family for more than 30-years.

I first began to take up the sport of tennis as a serious life time commitment many years ago when Paul Findlay became the new tennis pro at Bay View Park. As I continued with my professional career as a teacher at Horace O'Bryant Middle School and now at my Alma motto Key West High School, I have personally witnessed the enthusiasm for tennis increase at Bay View Park.

When Mr. Findlay was forced to resign from the head tennis coaching position at Key West High School due to back pain that might have required surgery, he placed my name among several others, as a possible replacement as the tennis team head coach.

As I am known throughout the Key West area for my accomplishments as a member of the 1968-Conchs State Basketball Championship team, and as the boys head basketball coach from 1999-2005, I am presently serving as the girls head tennis coach at Key West High School. Both boys and girls tennis players continue to visit Paul and his son Yann Findlay at Bay View Park for necessary and vital tennis lessons in order that they can remain competitive with their counterparts in our district and region.

Paul and Yann Findlay continue to address the needs of younger and younger generations of new tennis players as well as many older regulars who are a part of the successful Bay View tennis scene. I therefore ask that you keep Mr. Findlay and his pro tennis shop operations at Bay View Park. Thank you.

Sincerely,



Mr. Bill Butler

Teacher -Retired

KWHS Girls Tennis Coach

To Randy Sterling,

It is my understanding that the City of Key West is calling for proposals for a tennis pro to operate the Cities tennis courts at Bayview Park.

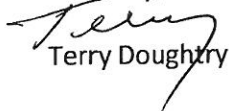
My interest in this is as you know goes back many many years. I've played tennis at Bayview since I was a kid and spent many hours in Bayview Park participating in other sports.

The tennis courts have never been in better hands. Paul Findlay has done an outstanding job managing the tennis operation at Bayview and as we all know at times could be difficult.

Paul is a great family man, an excellent tennis instructor and an asset to tennis in Key West.

It is my hope, wish, and recommendation that he be retained as the tennis pro at Bayview Park. Please feel free to contact me regarding this matter.

Sincerely,


Terry Dougherty

To: the City of Key West

To Whom it May Concern.

July 6, 2011

Dear Sirs:

It has come to my attention that the City has solicited proposals for the running of the tennis facilities at Bayview Park. Your considerations in this process are of importance to me and I would like to address a few comments to you which may be of interest or value in that process.

My name is Richard Bloom and my wife and I have finally completely retired from work and have made Key West our permanent home since 2003. We live at 1400 Newton Street just a few blocks from the Bayview Park and I am regular-daily- user of the tennis facilities. I have finally found the time and place to play tennis to my heart's content. I hope you will find some of my comments below of interest and potential relevance.

My 37 years in various careers were all international and spanned the foreign service and business and with continual 2-3 year moves throughout Latin America and the US. I tried to make tennis my game but I could only play where the conditions allowed and most did not because of security, dense urban life, climate, whatever, but I took lessons: Some in Portuguese in Brazil in the 60's, in Spanish in the 70's (and later in the 90's) in Caracas and El Salvador and some in English in NY and later CT...just for short times and then on to places where we couldn't play. So it has been a delight to have a steady program of lessons here in Key West.

I have taken lessons in Latin America from former nationally ranked players who were at the country clubs (not the greatest teachers..), from American club pros, from our community tennis club in Darien CT and from tennis commercial establishments in NY and CT. I have never had as good, considerate and appropriate training as the lessons I have received from Paul Findley these last few years.

I will not cover all the important and common features of tennis lessons but the few matters of real importance and the value Paul brings to it for us..

I go to tennis every day (barring rain) from October to May, and from about 8 in the morning to about the last doubles match at 11. I have one lesson a week and if two it is with other colleagues as we work on our "doubles game".

The lessons are excellent and appropriately priced. What differentiates them for me is the effort made to ask the student after a mis-hit or an error...what happened? And as one thinks about it, one has an opinion and with the Pro's views learns to assess one's own play and learn to assess by oneself away from the lesson. Very few instructors do this and it is very valuable. Many instructors say "Good hit" and serve another ball.

Also, I see before and after my lessons other students working with Paul and his instruction is not rote but really geared to the level of the individual. He is not going through the motions but always instructing.

Regarding the courts and the facilities, Paul sees to it that as necessary the courts are cleared of debris, wind screens are repaired, problems in the area brought to the attention of appropriate city offices and virtually all done before we folks arrive to play every day. The Pro shop is open to all, has the items we most need, the re-stringing of rackets done quickly and at a fair price. And, most importantly, there are (as we all know) very few real rules for the tennis courts and they are posted on a sign at the courts. At times it has been necessary for Paul to politely tell some hard core players (those of us that live here most of the time) that we should not go into a second set when others are waiting so that all can use the facilities. And he has advised new tourists that they can use the courts and not be intimidated in any way. And what this has come to, in my opinion, is an incredibly open and friendly environment in which all people of all levels of play enjoy playing in the doubles-sign-up structure, virtually every day. It should be noted, as I have now played at Bayview for over 5 years, that there is a core of folks playing here that live here, but there are many who come back for a week, or two or three as visitors and come right to the court because they had such a good time X or XX years ago and they join right in playing and now many of us remember their names and where they came from and they feel very welcome.

Bayview park tennis because of what it is, how it is run and who manages it, is a real asset to our community and the many folk that come to Key West to enjoy it. As you will have noted above, there is much I commend in the retention of Paul Findlay to manage the Bayview tennis facility and continue to provide his services to so many residents and visitors.

Yours truly,



Richard Bloom
1400 Newton St
Key West
305 296-7236
203 536-7329

EXHIBIT D: LETTER OF AUTHORIZATION TO OBTAIN SALES AND USE TAX REPORTS

State of Florida, Department of Revenue
Records Management
Via Facsimile 850-922-5936

Records Management:

The City of Key West, through its City Manager, has authorization to obtain copies of the Sales and Use Tax DR15 forms of Paul W. Findlay, Certificate _____ from the period beginning _____, 2011 to the most current report on file.

Sincerely,

Paul W. Findlay