

# DJWSportManagement.com

David Wheeler  
8392 San Marcos Avenue  
Ft Myers Fl, 33919  
239-823-2130  
10spr01@comcast.net

To: City of Key West

Regarding: Tennis professional RFP Bayview Park Tennis Center

Good wishes,

My name is David Wheeler and I am currently tennis professional for Lexington Golf and Country Club in Ft Myers, Fl. This active club has 27 tennis league teams and I run 45+ special events annually. I use computer software for court reservations, to edit pictures for the club website, and software to run tournament and tennis events. I give many video analysis lessons, coach many of the league teams, and I run weekly cardio tennis classes to assist my students with fitness. I also compose a weekly tennis article with photos and a tennis tip. I am well liked and appreciated by the members and staff. Our courts are unsurpassed by any in town and I am proud to be part of making that happen. As a player, I went undefeated in the 2006 S.W Florida Pro league which lead my team to win. I am also resourceful with the ability to troubleshoot and repair many things. I have decided to look for a new direction and Bayview Park is a perfect fit my qualifications. I will attach my proposal and résumé with this letter and thank you for considering me as the tennis professional. If I am awarded the contract I pledge to put every effort I have into this project.

Best regards, David Wheeler USPTA

# 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

\$ 7,800 ANNUAL - 12% <sup>OF</sup> TOTAL REVENUES

Proposal Offer Total in Words

Seven Thousand Eight Hundred Dollars Paid to David Wheeler For  
Maintenance service. 12% OF ALL REVENUES FROM DAVID WHEELER  
are Paid to the City of Key West. Contract is For  
5 years and additional duties to include TENNIS  
instruction and operation of a court side console

**Tennis Professional for Bayview Park Tennis Center ♦ Proposal**

DJW= David Wheeler

**I. Daily Tennis Court maintenance**

- A. DJW to dispose of waste (trash, leaves, debris, etc) from the courts and immediate area and remove weeds, fungus or algae from the courts.
- B. DJW to maintain the windscreens fencing, and nets including labor to roll-up or remove windscreens in the event of a hurricane and to replace the nets and windscreens as needed. The City of Key West to pay for the material cost.
- C. DJW to advise City of Key West on any issues which arise and assist in ordering all material's necessary to maintain the Tennis Courts and grounds.
- D. DJW to maintain or upgrade the tennis office and grounds including re-painting and re-flooring the tennis concession office. Also paint as needed the net posts and practice wall, fencing, clean and maintain net height, etc.

**II. Tennis instruction**

- A. DJW will conduct tennis clinics and private lessons for the City of Key West residents and visitors at a fair cost. Tennis classes to include: beginners, stroke of the week, cardio tennis, video stroke analysis lessons, and summer and after school junior programs.
- B. DJW would like to propose to the cruise ships the option (as an activity) of a tennis clinic and mixer during nonpeak hours of the day.

**III. Tennis concession**

- A. DJW to provide and run the tennis concession offering a wide variety of balls, new and demo racquets, strings and grips, and other accessories. Also DJW to offer refreshments and Bayview Park logo and memento clothing
- B. DJW will Upgrade and maintain the tennis office.
- C. Initiate and maintain an online court reservation system.
- D. DJW will implement a website devoted to the Bayview Park tennis Center with event information, pictures of events, tennis tips and retail items.
- E. DJW will Present a modern computerized Stringing Machine and offer stringing at the Tennis Center.
- F. DJW will have available a quality ball machine for rental.
- G. DJW will write a monthly Tennis Corner for the City Newsletter including tennis tips, pictures, and info on events.

**IV. Tournaments and activities**

- A. DJW will promote in house leagues, create and promote an online challenge ladder, run tournaments and special events for example equipment demo days and social mixers.

**David Wheeler's Focus:** To promote Tennis for the Key West community by providing programs at Bayview Park Tennis Center. To guarantee the residents and visitors enjoyment of the finest tennis experience while accommodating a wide range of interests.

Page 2

**Notes on David Wheeler:** He offers over 24 years of experience. David became a certified USPTA tennis professional in 1986. An added benefit of the USPTA membership is 9 million dollars in liability insurance covering the affiliated tennis center. David has held Florida state rankings of 6<sup>th</sup> in singles and 1<sup>st</sup> in mixed doubles. He has experience in complete resurfacing of both hard and clay tennis courts as well as experience in all areas of tennis facility management.

**Annual Contract:** David Wheeler requests to continue with the \$7,800 annual maintenance fee paid by the city. David Wheeler shall pay 12% of the net proceeds to the City of Key West resulting from merchandise sales, tournaments, mixers, tennis lessons, refreshment sales, racquet restringing, and ball machine rentals. DJW or in some cases an associate will be present 8 hours per day onsite probably from 10am to 6pm weekdays and 9am to 12pm on weekends. The contract is intended to be valid for a 5 year period

David Wheeler  
8392 San Marcos Ave. Fort Myers, FL 33919  
239-823-2130, 10spro1@comcast.net

I present 24 years of experience in the tennis and recreational industry. I am computer literate, structured, passionate, and trustworthy. I believe in teaching the modern tennis game and I strive to stay up to date on the most recent instruction, management, and merchandise updates

LEXINGTON COUNTRY CLUB, FORT MYERS, FL Nov 2005 – PRESENT  
**TENNIS PROFESSIONAL** (2 facilities - Gulf Village 6 courts and Lake Village 6 courts)

Responsibilities: Organizing and coach 27 ladies, men's, and USTA league teams, organize promote and run an after school and summer junior tennis program, organize and run over 50 annual mixers, tournaments, and special events, operation of the tennis shop, tennis and bocce court reservations, special event and 22 league teams match scheduling, merchandise sales, purchasing, inventory, yearly budgeting, tennis committee meetings, weekly newsletter articles and tennis tips, digital photography for the community website, racquet stringing. I supervise and perform the daily maintenance of the **12 hydra tennis and 3 Bocce hydra courts.**

WCI COMMUNITIES, GULF HARBOUR YACHT AND COUNTRY CLUB, FORT MYERS, FL Nov 2004 – Nov 2005  
**TENNIS PROFESSIONAL**

Responsibilities: I coached 9 ladies, 4 men's, and 2 USTA league teams, organizing and running weekly round robins, tournaments, and special events. I supervise operation of the tennis pro shop and fitness center (booking court time, merchandise sales, racquet repairs); I implemented and instructed the after school and summer junior program, racquet repair, and court maintenance of the **8 hydra courts.**

SOUTHSEAS RESORT, CAPTIVA ISLAND, FL Nov 2003 - Aug 2004  
**GOLF ASSOCIATE** *I worked as a golf associate before returning to tennis.*  
Responsibilities: Assisted with Tournaments, bag room, starting, and the pro shop.

PATCH REEF PARK TENNIS CENTER, BOCA RATON, FLORIDA 1996-2002  
**TENNIS PROFESSIONAL**

Responsibilities: I planned and assisted with numerous special events, exhibition days, and tournaments which include a WTA (pro) event and the world's #1 wheelchair tennis championship. I co directed the after school academy and summer junior camp with 40-60 campers daily. I organized and coached 6 Palm Beach County league teams, I instructed team drills, clinics, and private lessons for beginners to advanced players. I accomplished racquet repairs and re-stringing, and helped to maintain the **16 hard courts.**

ABERDEEN COUNTRY CLUB, BOYNTON BEACH, FL 1995-1996  
**ASSOCIATE TENNIS PROFESSIONAL**

Responsibilities: Operation of tennis shop specifically: court reservations utilizing Chelsea software, merchandise sales, racquet re-stringing and repairs). I instructed group and private lessons, and managed the after school junior programs. I assisted with club tournaments, exhibitions, and special events. I supervised and performed the maintenance of the **16 har-tru courts**.

CITY OF FORT MYERS RACQUET CLUB 1991-1995  
**TENNIS DIRECTOR**

Responsibilities: Tennis staff supervision, tennis shop and finances, accountability, inventory, and purchasing, I designed and put into action a monthly USTA or local tennis competition which included the largest amateur tennis event in S.W Florida. I instructed clinics, lessons, and mixers for all rank of players. I organized and trained 5 Lee County league teams. I organized, performed, and directed the city summer and after school junior tennis program. I managed and performed the daily maintenance and once a year resurfacing of the **8 har-tru and 2 hard courts**.

SHERATON HARBOR PLACE, FORT MYERS, FL 1987-1991  
**RECREATION COORDINATOR**

Responsibilities: Organization of the tennis and fitness centers. I programmed, organized, and put into action frequent poolside unique events and tennis tournaments. I organized and performed a booming tennis and pool concession which included court reservations, purchasing supply, retail sales, and racquet repair, etc. I instructed group and private lessons including a great after school and summer junior academy. I care for **5 synthetic grass courts**, 3 swim pools, and 1 spa.

SANIBEL HARBOR RESORT, FORT MYERS, FL 1986-1987  
**ASSOCIATE TENNIS PROFESSIONAL**

Responsibilities: Tennis shop operation, (court reservations, merchandise sales, racquet repairs, etc). I instructed group and private lessons, and an after school junior academy. I assisted in maintaining **8 har-tru and 4 hard courts**.

CORAL CREEK COUNTRY CLUB, MIAMI BEACH, FL 1985-1986  
**ASSOCIATE TENNIS PROFESSIONAL**

Responsibilities: Tennis shop operation specifically: scheduling court time, retail sales, racquet re-stringing and repair's, instructed group and private lessons, and league team training. In addition, I directed the after school junior program, helped with tournaments and special events, and I assisted and performed maintenance for **16 red clay courts**.

#### **EDUCATION**

Edison State College Fort Myers, Fl	1980, 83, 84
Sante Fe Community College Gainesville, Fl	1982
Fort Myers High School	1979

**LICENSES and CERTIFICATES**

- 1986 - USPTA tennis professional
- 1996 - N.T.R.P verifier
- 2006 - Cardio Tennis certified instructor
- 2007 - USRSA certified racquet technician
- US Coast Guard 25 ton Masters licensee
- 2007 - Prince team member
- 2011 USPTA professional 2

**TENNIS PLAYING ABILITY**

N.T.R.P rating of 5.5 and ranked as high as #6 in singles and #1 in doubles (USPTA Florida Division). For 2006 I went undefeated in the S.W Florida Pro League.

**COMPUTER SKILLS**

I am proficient in Microsoft Windows, Office, Chelsea, Jonas, Par view GPS, Photoshop, Digital photography, Motion Pro video analysis, and many other applications.

**EMPLOYMENT REFERENCES**

**Lexington Country Club**, 16257 Willowcrest Way, Ft Myers, Fl 33908, 239- 985-1817

**Gulf Harbor Country Club**, 14550 Vista River Dr. Ft Myers, Fl 33908, 239-437-2882

**South Seas Resort** 5400 Plantation Rd, Captiva Island, FL 33924, 239-472-5111

**City of Boca Raton** 2000 N.W. 51 Street, Boca Raton, FL 33431, 561-997-0881

**Aberdeen Country Club**, 8251 Aberdeen Dr. Boynton Bch, FL 33437, 561-737-8662

**City of Fort Myers**, P.O. Drawer 2217, Fort Myers, FL 33902-2217, 239-332-6700

**Sheraton Harbor Place**, 2500 Edwards Drive, Fort Myers, FL 33901, 800-325-3535

**Sanibel Harbor Resort**, 17260 Harbor Pointe Drive, Ft Myers, Fl 33908 239-466-4000

**Williams Island Country Club** 750 NE 195th St. N. Miami Bch, FL 33179 305-652-4741



# United States

# Professional Tennis Association

Hereby certifies that

**David J. Wheeler**

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

**Professional 2**



Chief Executive Officer



Valid through Dec. 31, 2011

Membership No. 8736

United States Professional Tennis Association, Inc.

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



July 31, 2011

Mr. David J. Wheeler  
7791 Gladiolus Dr Apt 8  
Fort Myers, FL 33908-5132

Dear David,

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.

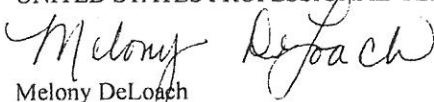
THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have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

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

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

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

  
Melony DeLoach  
Insurance Department

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



March 30, 2009

To Whom It May Concern:

**RE: LETTER OF RECOMMENDATION FOR DAVID WHEELER**

I have known David Wheeler for approximately 13 years and have found him to be an individual of the highest integrity. I welcome the opportunity to provide a recommendation on his behalf.

As a Tennis Professional at Lexington Country Club, David has been a key part of the tennis operations. His dedication to his work can be characterized as truly professional. Lexington Country Club is a very active tennis community with more than twenty tennis teams competing in Lee County leagues. In addition, our tennis program includes social tennis with round robins, men's and women's drop-in tennis, and a variety of special event tennis mixers. Director of Tennis, David provides tennis lessons and clinics on a daily basis to our members.

I also had the pleasure of working with David in 1996 and 1997 when I was the General Manager at Aberdeen Country Club in Boynton Beach, FL. David served as the Associate Tennis Professional at Aberdeen.

Please do not hesitate to contact me if you would like further information.

Sincerely,

Al Kinkle, CCM, CCE, CAM, FMP  
Chief Operating Officer

From: Robert P. Leo  
Treasurer of Cambridge Place HOA at Crown Colony  
Member of the Board of Directors of Crown Colony HOA  
16432 Crown Arbor Way  
Fort Myers, Fl. 33908  
239-939-9898

Subject: DJW Sport Management - Reference information

Date: March 23, 2009

To: Whom it may concern,

During the past two years we at Crown Colony (a 552 home gated golf / tennis community of South Fort Myers, FL.) have had the opportunity to utilize the services of DJW Sport Management in a number of ways. Each area of service to the residents of Crown Colony was met and exceeded by this company.

**Tennis Coaching / Teaching / Small Group Clinics:**

DJW provided excellent professional tennis coaching of ongoing clinics for beginner through intermediate level players. DJW has provided professional teaching staff for individual lessons at all skill levels. In these sessions the tennis professional was well qualified as far as skills and had an easy to work with temperament dealing with a broad cross section of students. Classes were held at the Crown Colony tennis facility as well as Mr. Wheeler's primary facility location.

**Court facilities maintenance and care:**

DJW Sport Management assessed needed improvements and made recommendations that raised the quality of Crown Colony's tennis facility. At the same time we were able to structure our court maintenance contract so as to incorporate these improvements without a cost impact.

**DJW Sport Management Proposal:**

At Crown Colony's request DJW Sport Management provided our community with a proposal to manage the athletic/sports activities in the community. These activities included the Workout Facility with supervision of maintenance of all exercise equipment and managing all Tennis Activities including classes, tournaments and mixers. As part of the Workout Facility, DJW was to provide a knowledgeable professional to assist residents with proper use of the equipment as well as personal training sessions when requested. Due to economic impacts the Crown Colony Board of Directors were unable to execute a contract with DJW Sport Management at this time.

Sincerely Yours,



Robert P. Leo



**Sheraton**  
**Harbor Place**  
The hospitality people of  
**ITT**

2500 EDWARDS DRIVE  
FT. MYERS, FLORIDA 33901  
TELEPHONE (813) 337-0300

To whom it may concern:

I have known David, since 1975, when he was a junior working hard on his game. Even then he showed a solid understanding of both the mental and physical sides of tennis. He also demonstrated a mature and sportmanship nature, which is rare in junior tennis.

He has worked for me as head professional at our academy for the last year. During this time his duties have included teaching both private and group lessons, running both social and tournament events, and overseeing our junior program. Besides performing these duties, David has always shown a likeable and respectful attitude toward guests, members, and management.

I would highly recommend him for the position of tennis director as he is not only qualified but also is willing to work extra hard and long when required, such as special event or tournament.

If I can be of further help, please feel free to call me at 813-337-0300 extension 5016.

Sincerely,

Armor Persons  
Director of Tennis  
SHERATON TENNIS ACADEMY

dj



FLORIDA TENANT REPORTING SERVICES INC.

2535 Parkway St., Fort Myers, FL 33901  
FAX 813/275-0644 ♦ TEL 813/939-7764



May 17, 1995

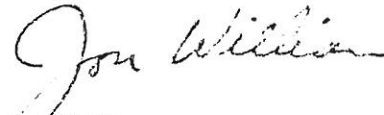
To Whom it May Concern,

I began attending the weekly tennis clinics that David Wheeler was holding at the Fort Myers Racquet Club approximately two years ago. I had never attended a clinic or taken lessons but enjoyed David's teaching methods. He was very patient with beginners and vastly improved my game.

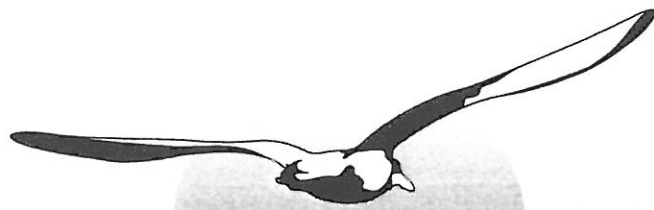
I have since been taking private lessons with David and have successfully participated in several local tournaments, finishing as a finalist or winner in many.

I would recommend David Wheeler for any position in any tennis organization.

Sincerely,



Jon William



REALTY SERVICES  
of Southwest Florida, Inc.

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Professional Residential Property Managers Since 1987 • Certified Community Association Managers

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May 16, 1995

To Whom it May Concern:

I have known David Wheeler for the past two years.

I first met David when he was the tennis professional at the Fort Myers Racquet Club where we participated in his men's night and Wednesday mixed doubles.

Since he left the Racquet Club, he has been teaching and running his activities at Jonathan Harbour Yacht and Racquet Club where I live. My wife Donna, son Jon, and I have been taking private lessons and clinics from David for the past two years. He has greatly improved our play. We are finalists or winners of local tournaments.

I highly recommend David for a Director of Tennis position, as he is extremely qualified to teach tennis, run tournaments and conduct clinics.

Sincerely,

Jon A McVety, CAM,GRI,MPM,RPM  
President



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2535 Parkway Street, Fort Myers, Florida 33901 • 813/939-1233 • FAX 813/275-8325

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FOUNDING MEMBER AND DIRECTOR OF THE NATIONAL ASSOCIATION OF RESIDENTIAL PROPERTY MANAGERS



Copy to  
David  
Please

CITY OF FORT MYERS  
INTEROFFICE MEMORANDUM

TO: Nancy Campbell  
FROM: Councilman Richard G. Bashaw *RGB*  
SUBJECT: Fort Myers Racquet Club Grounds  
DATE: April 25, 1991  
COPIES:

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I recently visited the tennis courts in south Fort Myers and was very pleased with the condition and management. Mr. David Wheeler is certainly an inspired and capable manager for this project. The members are pleased with his management. Today I received a letter from the members expressing their pleasure and congratulating the staff on doing such a fine job. This is a real turn-around from my last visit to the courts about a year ago. Please express my satisfaction to David and his staff.

RGB:cm

*RGB*





**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 added 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.

A handwritten signature in cursive script, appearing to read "Dad W. Hill", is written over a horizontal line.

Signature Name of Business

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.

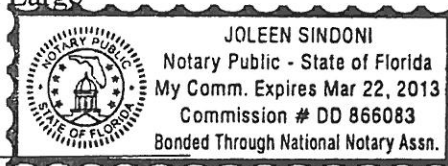
By: *D. J. W. Rd*

Sworn and subscribed before me this

day of 8-1, 2011.

*Joleen Sindoni*  
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

DAVID Wheeler

(print individual's name and title)

for JULEEN SINDONI

(print name of entity submitting sworn statement)

whose business address is SUNCOAST SCHOOLS Federal Credit Union FT Myers, FL  
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 263-45-0349):

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.

David Wheeler  
(SIGNATURE)

8-1-11  
(DATE)

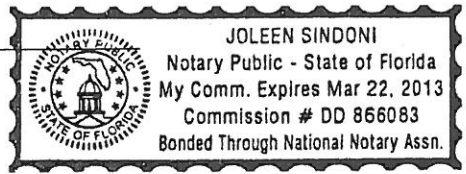
STATE OF FL  
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority David Wheeler  
who, after first being sworn by me, Joleen Sindoni (name of individual)  
affixed his/her signature in the space provided above on this 1<sup>st</sup> day of Aug, 2011.

Joleen Sindoni  
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, David Wheeler  
hereby

declare that I am OWNER (PERSONAL PROFESSIONAL)  
of DSW SPORT MANAGEMENT  
(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: David Wheeler  
NAME AND TITLE PRINTED

WITNESS: [Signature]  
WITNESS: [Signature]

BY: [Signature]  
SIGNATURE

Executed on this 1<sup>st</sup> day of Aug, 2011

**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:

David Wheeler

SEAL:

8392 SAN MARCOS AVE. FT MYERS, FL 33919

Address

David Wheeler

Signature

DAVID Wheeler

Print Name

TENNIS PROFESSIONAL

Title

DATE:

8-1-11