

# **Tennis Professional Services Proposal**

**Key West, FL  
August 3<sup>rd</sup>, 2011**

**Brought to you by:**

**Paradise Tennis LLC  
Nicole Berger &  
Joie Switzer**



**Paradise Tennis LLC**  
Academy and Gear

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305-395-1035

paradisetenisflkeys@gmail.com

Rod Delostrino  
Deputy Director of Community Service  
City of Key West  
525 Angela St.  
Key West, FL 33040

Dear Mr. Delostrino,

This letter is in regards to the Tennis Professional services bid at Bayview Park in Key West, Florida advertised on the United States Professional Tennis Association's website. Please find enclosed, the official bid from Paradise Tennis LLC to run the facility at Bayview Park under the direction of owner Nicole Berger and independent contractor Joie Switzer.

We believe Paradise Tennis is uniquely suited to fill the position at Bayview Park. Nicole Berger founded Paradise Tennis in September 2009 and has lived and worked in the Lower Keys including Key West for the past six years. Earlier this year, Paradise Tennis acquired 1800 Atlantic Tennis, which has been providing tennis teaching and court time to Key West residents for the past 20 years. Paradise Tennis has worked closely with the United States Tennis Association (USTA) to grow junior tennis programs in the Florida Keys with much success.

Paradise Tennis is in a position to increase the junior programs available at the Bayview Park courts. The same amount of emphasis will go towards continuing a positive relationship with existing adult players by maintaining courts, providing professional coaching, offering opportunities for structured play and attending to the retail needs of its players.

Not only does Paradise Tennis have a proven track record running various programs throughout the Keys, it is also staffed by true tennis professionals. Nicole Berger graduated from Ferris State University with a degree in Professional Tennis Management, the top school in the country of its kind. Nicole also has a four-year business marketing degree with an emphasis on tennis. Paradise Tennis also has the added advantage of having another well known and well-liked Key West tennis professional on board — Joie Switzer. Joie Switzer has lived in Key West for more than 20 years. Formerly the owner of 1800 Atlantic Tennis, she ran a successful pro shop, junior tennis program, and adult tennis program and she still has an active role in the enterprise. Joie has also been a private coach for many of the varsity tennis players on Key West High School's tennis team. Finally, both Nicole and Joie are certified United States Professional Tennis Association (USTPA) P1 Tennis Professionals.



305-395-1035  
paradisetennisflkeys@gmail.com

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Paradise Tennis can bring local knowledge, business expertise and professional tennis playing and tennis teaching to the Bayview Park courts. It hopes to introduce the sport to more Keys children and engage the adult community with a healthy sport and a well-run facility. The Paradise Tennis proposal, outlined in the following pages, is a win-win scenario for both the City of Key West and tennis players of the Southernmost City.

Please see the contact information below. We look forward to hearing from the City of Key West at its earliest convenience.

Sincerely,

Nicole Berger and Joie Switzer

Contact information:  
Nicole Berger, owner  
Paradise Tennis LLC  
118 4<sup>th</sup> Street #2  
Key West, Florida 33040  
Phone 305-395-1035  
Email [paradisetennisflkeys@gmail.com](mailto:paradisetennisflkeys@gmail.com).

# Nicole M. Berger

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## Contact Information:

118 4<sup>th</sup> St #2  
Key West, FL 33040

paradisetenisflkeys.com  
305-395-1035

**Objective:** To use the knowledge and experiences I have from coaching, playing, working, and learning tennis to serve the City of Key West in a positive way.

## Work Experience:

*Paradise Tennis LLC*, Key West, FL April 2011-Present

Title: Owner

Jr. Tennis Camp, Jr. Match Play, Quickstart Tennis, Adult Tennis, Private Lessons, Leagues, and Pro Shop

*Paradise Tennis LLC*, Marathon, FL Sept 2009-Present

Title: Owner

Junior tennis programs throughout the middle FL Keys, adult tennis programs for all levels, and pro shop

*Club Duck Key*, Marathon, FL Feb 2009-Present

Title: Director of Tennis

Organize and run adult clinics, private lesson, and clay court maintenance.

*Marathon High School Boy's Tennis Coach*, Marathon, FL Jan 2009-April 2010

Title: Head Coach

Organize practice and match schedules, fundraisers, uniforms, budget, and travel for matches

*Ames Racquet and Fitness Center*, Ames, IA Sept 2008-Jan 2009

Title: Head Tennis Professional

Head professional for all jr. clinics, marketing new programs, taught cardio tennis, assisted with USTA tourney

*East Hampton Indoor Tennis*, East Hampton, NY June 2008-Aug 2008, June 2009-Sept 2009

Title: Assistant Tennis Professional

Assist with adult clinics, junior clinics, private lessons, and strung racquets

*Hampton Country Day Camp*, East Hampton, NY June 2008-Aug 2008, June 2009-Aug 2009

Title: Tennis Director

Organizing games, activities, lesson, and clinics for children between the age of 3-14.

*Sombrero Country Club*, Marathon, FL Nov 2006-April 2007, Nov 2007-May 2008

Title: Assistant Tennis Professional, Tennis Coordinator

Marketing and organized several events, started a travel team, ran several adult and junior clinics

*Wakonda Country Club*, Des Moines, IA April 2007-Oct 2007, March 2006-Sep 2006, May 2005-Aug 2005

Title: Head Tennis Professional

Marketed and organized several events, pro shop manager, help train staff on and off the tennis courts, organized lesson plans and led clinics, and assisted in all-club children's events

*Racquet and Fitness Center*, Ferris State University, Big Rapids, MI Aug 2003-Dec 2005

Title: All around worker (changed from semester to semester)

Taught tennis, front desk, maintenance, and clay court manager

*Weston Racquet Club*, Weston CT May 2004-July 2004

Title: Head Tennis Professional

Taught all ages on court, was in charge of cartoon network, front desk worker, and miscellaneous tasks

**Education:**

*Ferris State University*, Big Rapids, MI, Aug 2003-Dec 2005  
• Major in Professional Tennis Management, with an emphasize in Business Marketing  
*Northwest Missouri State University*, Maryville, MO Aug 2001-May 2003  
*Dowling Catholic High School*, West Des Moines, IA Aug 1997-May 2001

**Honors and Achievements:**

United States Professional Tennis Association (P1) 2005 – current  
Wheel Chair Tennis Certification, 2008  
Joan Nelson Scholarship(awarded to a player that shows sportsmanship, team leadership, and commitment) 2005  
Voted Most Improved Player on Ferris State University Women's Tennis Team, 2004  
NCAA Division II Team National, 2003, 2004, 2005  
Qualified for High School State competition, 1999, 2000, 2001

**Community Involvement:**

Boy Scouts of America received their Tennis Badge, 2010  
Marathon Park and Recreation Tennis Program, Head Coach, 2009  
Take Stock in Children Mentor at Marathon High School 2007, 2008, 2009, 2010  
The Mobility Projects (wheel chair tennis coach) 2007  
Published an article for Missouri Valley USPTA Newsletter 2007  
Women's Maroon Squad Coach, (Ferris State University intramural coach) 2005  
Treasurer of the Professional Tennis Management Student Association, 2004-2005 Member PTMSA 2003-2005  
Member of the Ferris State University Women's Tennis Team, 2003-2005  
Member of Northwest Missouri State University Women's Tennis Team, 2001-2003  
USTA Member 1999 – current

## **Joie Switzer**

2907 Riviera Drive  
Key West, FL 33040  
305-587-2760  
tmswtizer@msn.com

Provide a tennis program that gives outstanding customer service and takes a personal interest in the improvement of students tennis abilities, using up to date teaching philosophies and USTA/USPTA mandated Quick Start Tennis for juniors.  
Be part a program that offers economically accessible tennis activities and is operated in a fiscally responsible manner that benefits the community.

Education: Bradley University, Bachelor of Science Degree in Public Relations and Advertising with a minor in Marketing  
USPTA Continuing Education  
USPTR Tennis University

### Experience:

Head Tennis Professional, Paradise Tennis, Key West, FL, April 1, 2011 to present  
Owner and Head Tennis Professional of 1800 Atlantic Tennis, Key West, FL, October 1991-April 2011  
Tennis Professional for the Park District of Highland Park, IL, the suburb with the highest income per capita in the US. 19987-1991  
Number one singles and doubles player for Bradley University, a division one school.  
Held the school record for the most singles wins, record broken after 20 years.

### Professional Accomplishments:

USPTA Certified P1, the highest ranking available.  
USPTR trained and certified  
Quick Start Tennis Certified  
Author of tennis articles for the USPTA Advantage Magazine for teaching professionals  
Advisor for USPTA'S Little Tennis, the predecessor to Quick Start Tennis  
Coached numerous high ranking Key West High School Tennis Players  
Board Member of the Key West High Tennis Booster Club  
Key West clientele for tennis lessons and programs of nearly twenty years

### Personal:

Married to Todd Switzer for 15 years.  
Children: Camden 11 yrs. old and Smith 5 yrs. old

References and Background Check upon request.

## Qualifications

1. Both Nicole Berger and Joie Switzer are P1 United States Professional Tennis Association (USPTA) Certified. Joie is United States Professional Tennis Registry (USPTR) Certified. Nicole Berger attends the annual USPTA Tennis World Conference to ensure she stays current with what is changing the tennis industry, how to improve as a professional, and ways to grow the sport. USPTA Certified member benefits include a \$9 million on-court liability insurance policy.
2. Nicole Berger and Paradise Tennis have successfully implemented two junior tennis Quickstart programs — one on Big Pine Key and one at 1800 Atlantic Condominium Association. Both programs were funded by grants awarded by the United States Tennis Association (USTA), the governing body of tennis, to capture the interest of young players. The first grant funded a 2010 Quickstart Tennis Summer Camp on Big Pine Key and included new equipment. The program continued throughout the school year and over 35 children participated in the last year. In 2011, USTA supplied Paradise Tennis with a similar grant to start a Quickstart Tennis Summer Camp at 1800 Atlantic in Key West. In its first year, it attracted more than 25 children. The plan is to double or triple that number next summer.
3. Joie Switzer founded 1800 Atlantic Tennis in 1991. Located at the 1800 Atlantic Condominium tennis courts, it was the first program of its kind in that location. It has grown to serve more than 50 junior tennis players that play during the school year, another 25 during the summer, and 70 adults during the winter season. It has a variety of programs and services:
  - i. Junior tennis throughout the school year.
  - ii. Annual summer camp, winter holiday camp and Spring Break camp.
  - iii. Adult program includes round robins, flex leagues, tournaments, drill and play, beginner tennis, cardio tennis and advanced drills.
  - iv. In addition, 1800 Atlantic Tennis also supplies a pro shop, which offers services to restring racquets, regrip racquets, demo racquets, sales balls, racquets, and tennis accessories.
4. As small-business owners, both Joie and Nicole have experience in all aspects of running a for-profit entity in the Keys including marketing events, accepted accounting practices and compliance with local rules and regulations as they apply to the tennis industry.



5. Both Joie and Nicole have proven track records building successful tennis programs from scratch and all that entails from growing a solid customer base and providing a consistently high-level quality of customer service and teaching instruction to offering innovative programs on the courts designed to keep and hold tennis players' interest.
6. Paradise Tennis has the ability to maintain tennis courts. This includes keeping courts clean and surrounding areas free of trash, replacing nets as needed and making small repairs to the facilities.

# United States Professional Tennis Association

Hereby certifies that

**Nicole M. Berger**

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. 29027

**Valid through Dec. 31, 2011**

# United States Professional Tennis Association

Hereby certifies that

**Joie M. Rolf-Switzer**

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. 9884

**Valid through Dec. 31, 2011**



August 2, 2011

Ms. Nicole M. Berger  
8 Dolphin Rd  
Key West, FL 33040-5682

Dear Nicole,

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

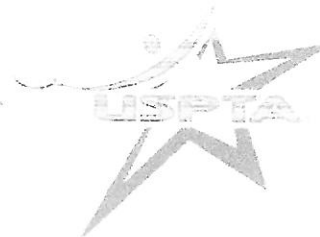
If we may be of further assistance, please do not hesitate to contact us.

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.



August 2, 2011

Ms. Joie M. Rolf-Switzer  
2907 Riviera Dr  
Key West, FL 33040-4013

Dear Joie,

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.

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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.



1 Deuce Court, Suite 100  
Daytona Beach, FL 32124  
www.ustaflorida.com

July 27<sup>th</sup>, 2011

Dear Rod Delostrinos

My name is Cathy Nordlund, USTA FI Tennis Program Coordinator for the Miami-Dade and Monroe area.

I am writing this letter in regards to Nicole Berger and Paradise Tennis LLC. I have worked with Nicole for the last few years.

10 and Under/QuickStart Tennis is a new initiative supported by USTA and is designed to bring kid into the game by utilizing specialized equipment, shorter court dimensions and modified scoring, all tailored to age and size.

Both Joie Switzer and Nicole Berger participated in the 10 and Under/QuickStart Tennis coaches workshop in Marathon this past year.

Paradise Tennis LLC has received two grants from USTA Share the Love Grant program. Both have been to start new Quickstart Tennis programs in the Keys one located in Big Pine and one in Key West. Both programs have had over 24 participants the first year and have continued to grow.

It has been my pleasure to work with Nicole to grow the sport of tennis. She has some wonderful ideas and very passionate about her work. I am looking forward to help in any way that I can to support and increase the tennis community in Key West.

Nicole has my complete support and look forward to working with her on any future projects to bring kids and adults to the sport of a lifetime.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Nordlund".

Cathy Nordlund  
USTA FI, Tennis Program Coordinator

Telephone (386) 671-8949 • Fax (386) 671-8948

***"To Promote and Develop Tennis in Florida"***



## FERRIS STATE UNIVERSITY

City of Key West  
Attn: Mr. Rod Delostrinos  
Deputy Director of Community Services  
525 Angela Street  
Key West, Florida 33040

Dear Mr. Rod Delostrinos,

I am writing to you on behalf of Nicole Berger, Paradise Tennis LLC, whom has submitted a proposal to oversee Bayview Park Tennis Facility in Key West. I currently serve as the administrative assistant for the Professional Tennis Management (PTM) program at Ferris State University and have known Nicole since 2003.

I initially came to know Nicole as a fellow student in the PTM program at Ferris State University and have since watched as her professional career has developed. Since 2003, I have been witness as Nicole has set out and accomplished goal after goal. Her commitment to the tennis profession and business is evident by her chosen degree program and the completion of the program at Ferris State, which is the premiere program of its kind in the nation. Nicole has been a driven, goal oriented, and successful entrepreneur since completing her education. It is her drive and passion that makes Nicole successful as she sets and then achieves goals and outlined priorities.

Nicole has a proven background of program implementation and oversight through her most recent work throughout the keys. In the past two years, she has started her own business, Paradise Tennis, LLC, as well as acquired the tennis operations at 1800 Alantic. She currently enjoys success with both ventures. It is my belief that if given the opportunity with the Bayview Park Tennis Facility, Nicole will ensure that quality and effective programs are put in place and the City of Key West can point to the facility with great pride and as an asset to the community under Nicole's direction.

It is with the above background and knowledge of Nicole Berger that I would recommend her proposal be strongly considered by the City of Key West and the Bayview Park Tennis Facility.

Thank you,

Collin Cadwell, Administrative Assistant  
Ferris State University, Professional Tennis Management

PROFESSIONAL TENNIS MANAGEMENT  
Raquet & Fitness Center  
14342 Northland Drive, Big Rapids, MI 49307-2373  
Phone 231 591-2219 Fax 231 591-5018



1101 Eaton Street Key West, FL 33040 (305) 296 9091

June 30, 2011

To whom it may concern,

I met Nicole when our five year old children started tennis lessons for the first time. Our kids have excelled under her guidance. They love the game and lessons because of Nicole.

She has also shown the ability to teach my wife, who was good at a younger age and thought she was a pro. I've been able to progress enough to keep up with my wife.

I have no doubt that Nicole could organize or teach any age group. I expect her enthusiasm for the game to produce more tennis camps and tournaments in our area.

When the subject of tennis comes up, I always recommend Nicole.

A handwritten signature in black ink that reads "Andy Strunk". The signature is written in a cursive, flowing style.

Andy Strunk



# Melanie B. Wilson

To Whom It May Concern:


I am writing this letter on behalf of Nicole Berger and Joie Switzer and their bid for the management of the Bayview tennis courts.

As a lovers of tennis, my family and I have spent many years working with Joie and more recently with Nicole at 1800 Atlantic tennis courts. They provide a great atmosphere for every level player and offer a great number of lessons, Drill & Play classes & organized leagues.

As a local business owner I appreciate their attention to service, professionalism & commitment to the game. It is always fun to watch people return for the season and come back to the 1800 Atlantic tennis program. Joie has a great following of locals, seasonal locals and visitors. Nicole has the same. I have even had the pleasure to play with some of Nicole's supporters from Marathon who traveled down to Key West to see her at 1800 Atlantic and join us for a day of tennis.

Nicole and Joie both exhibit a sincere passion for the game and it is evident in the program they run at 1800 Atlantic. They would be a tremendous asset to any tennis program.

Sincerely,



Melanie Wilson

# References

## Nicole Berger References:

Bunny Bruning  
USPTA Vice President  
Wakonda Country Club  
3915 Fleur Dr.  
Des Moines, IA 50321  
Phone: 515-285-1459  
Email: bunnybfs@aol.com

Cathy Nordlund  
USTA Tennis Program Corrdinator  
Deuce Court Suite 100  
Daytona Beach, FL 32124  
Phone: 305-252-6591  
Email: nordlund@florida.usta.com

Dru Ackert  
3830 Mabal Lakes Road  
Delray Beach, FL 33445  
Phone: 305-522-3692  
Email: Druackert@yahoo.com

Eric Meyer  
Owner of South Breeze Day Camp  
1444 Palma Blanca Ct.  
Naples, FL 34119  
Phone: 239-530-2999  
Email: eric@southbreezedaycamp.com

## Joie Switer References:

Nancy Freund  
CEO of Sunstar Real Estate Group  
3520 Sunrise Drive  
Key West, FL 33040  
Email: nancykwnancy@aol.com  
Phone: 920-539-0385

Peggy Kirwin  
Biological Technician  
614 Grinnell Street  
Key West, FL 33040  
Email: Kirwin1@bellsouth.net  
Phone: 305-296-9530

# The Proposal

## Junior Tennis

Paradise Tennis proposes to run a program similar to that in Traverse City, Michigan, where 85 percent of all kids have been exposed to tennis by the 2nd grade. By combining the resources and efforts of school leaders, professional tennis players and parents, we hope that the City of Key West will soon have thriving Quickstart Tennis Programs and summer leagues — the latter to be run by the parents much like little league baseball, softball or AYSO soccer.

Paradise Tennis believes that the sport should be affordable and available to everyone. To that end, it will award scholarships to a certain number of children each year.

Paradise tennis believes that youth tennis is about having fun, learning eye-hand coordination and eye-foot coordination, and learning to love the sport. The youngest children of between the ages of three to ten will learn how to be a part of a team and the importance of sportsmanship when winning or losing. With older children, Paradise Tennis will focus on leadership, hard work, and what it takes to be a great tennis player. It is the mission of Paradise Tennis to introduce young players to a healthy sport, capable of engaging the player for a lifetime.

## The Plan

Paradise Tennis plans to engage and reach junior tennis players by working closely with schools. To begin, tennis professionals will make presentations to local elementary private and public school principals and physical education teachers. Paradise Tennis will also make itself available for demonstrations in the local schools by invitation. It will bring the necessary equipment to expose the children to the sport and provide adults with information about instruction on the Bayview Park courts.

In 2012, after the AYSO soccer season and the holiday season have passed, Paradise Tennis proposes to hold a Saturday afternoon USTA Neighborhood Block Party with an event focused on family tennis. It would be free to the public and include food, live music, fun tennis games and information about the junior tennis programs available at Bayview Park courts. This would be an annual event.

Paradise Tennis plans to teach junior tennis, specifically USTA Quickstart Tennis, year round at Bayview Park courts. Quickstart Tennis is the USTA/USPTA's preferred curriculum for children ages 10 and under. Paradise Tennis employs two Quickstart Certified teachers — Nicole Berger and Joie Switzer. (Please see the enclosed brochure on Quickstart Tennis for more specifics about the program.)

Match play is a key component to children's success on the tennis courts, as they grow older. Match play will be run once a month for Kindergarten through 3<sup>rd</sup> grade students and once a month for 4<sup>th</sup> through 7<sup>th</sup> grade students. Paradise Tennis would provide the proper child-sized equipment for this endeavor.

## **Lower Prices for Junior Tennis**

Currently, all Key West tennis pros teaching junior tennis are charging the same amount for lessons. Paradise Tennis plans to make lessons at Bayview Park more affordable for Key West families. In addition, Paradise Tennis would implement a scholarship program for a certain number of children, as stated above, so they could play free of charge.

## **Schedule for Jr. Tennis**

This is Paradise Tennis' tentative plan, subject to changing needs or other variables:

During the school year:

- 3 to 5 year olds: Monday, Wednesday and Friday from 3:00 to 3:45 p.m.
- K through 3rd grade: Monday, Wednesday and Friday from 3:45 to 4:45 p.m.
- 4th to 7th grade: Monday, Wednesday and Friday from 4:45 to 6 p.m.
- 8<sup>th</sup> to 12<sup>th</sup> grade: Tuesday and Thursday from 4:00 to 5:30 p.m.
- High School Advanced Clinic: Tuesday and Thursday from 5:30 to 7 p.m.

During the summer:

- 3 to 5 year olds: Monday, Wednesday and Friday from 8:00 to 8:45 a.m.
- K through 3rd grade: Monday, Wednesday and Friday from 8:45 to 9:45 a.m.
- 4th to 7th grade: Monday, Wednesday and Friday from 9:45 to 11 a.m.
- 8<sup>th</sup> to 12<sup>th</sup> grade: Tuesday and Thursday from 8:00 to 9:30 a.m.
- High School Advanced Clinic: Tuesday and Thursday from 9:30 to 11:00 a.m.

## **Adults Tennis**

Paradise Tennis recognizes that the existing adult players at Bayview Park courts are a large and loyal bunch of tennis devotees. It plans to continue this positive relationship by maintaining courts and fostering a positive attitude on the courts. This includes being sensitive to the unique prime-time preferences and court needs of adult players in Key West.

However, Paradise Tennis also plans to offer expanded programs to draw new players to the Bayview courts, both local and visiting, new and experienced. Cardio Tennis is fun fitness for an hour on the court with music. Round robin play is more social where players have the opportunity to play matches against new opponents. Flex league play involves competitive match play once a week. Advanced classes focus on teaching specific tennis skills or strategies. Drill and play classes are a combination of instruction on court and match play, open to everyone. Paradise Tennis will also offer private lessons.

## **Adult Tennis Schedule**

This is Paradise Tennis' tentative plan, subject to changing needs or other variables:

- Beginner Classes: Thursday from 8:30 to 9:30 a.m. and Tuesday from 7 to 8 p.m.
- Cardio Tennis Classes: Tuesday from noon to 1 p.m. and Friday from noon to 1 p.m.
- Advanced Classes: Thursday from 9:30 to 11:30 a.m.
- Drill and Play Classes: Monday from 7 to 8:30 p.m.
- Private lessons: by appointment.



305-395-1035

paradisetennisflkeys@gmail.com

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## Tournaments

Paradise Tennis plans to schedule two to four tournaments annually. It will work closely with the USTA to insure that the tournaments are sanctioned events. Tournaments will be for both youth and adults. Paradise Tennis has tentatively scheduled the youth tournament for April and adult tournaments for January and July.

In addition, Paradise Tennis plans to schedule at least one charity tournament annually where some of the proceeds will benefit local charities. Its preference is that the tournament would benefit a Key West High School athletic program that has funding needs due to budget cuts.

## Pro Shop

Paradise Tennis has a working relationship with the Prince Tennis Company. It plans to stock the pro shop with adult racquets, junior racquets, grips, over grips, string, and other accessories. Shoes and clothing and other brand merchandise will be available by special order. It will also offer tennis services such as racquet restringing and racquet regripping, which are scarce in the Florida Keys.

## Other

Paradise Tennis is aware of the two frequent complaints regarding the courts at Bayview Park — cleanliness and security. It promises to do its utmost to ensure that the courts and surrounding areas are thoroughly picked up, especially after special events, and to promote a pleasant atmosphere for visiting and local tennis players. If awarded the bid, it also plans to work closely with local law enforcement agencies to ensure that players feel safe and to minimize personal property crimes.

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11 Ryan 7/30/11

Joe Sotom 7/30/2011

## Statement of Proposer's Understanding of Work

- Paradise Tennis will pay the City of Key West \$500 per month for the use of Bayview Park Tennis Courts and Pro Shop.
- The City of Key West will pay Paradise Tennis \$100 every two weeks to maintain the tennis facility.
- The contract with the City of Key West to use the Bayview Tennis facilities will be in affect for five years.
- Paradise Tennis will provide an affordable Quickstart Tennis Program for 10 and under.
- Paradise Tennis will run tennis for juniors between the ages of three to eighteen.
- Paradise Tennis will have tennis camps during holiday break, spring break, and summer break for juniors.
- Paradise Tennis will offer many different clinics, leagues, and opportunity for adult tennis players.
- Paradise Tennis will run two to four tennis tournaments a year.
- Paradise Tennis will stock and staff a pro shop with all the necessities to run a quality tennis program.
- All tennis professionals working for/with Paradise Tennis will be USPTA or USPTR certified.
- Paradise Tennis will do every thing it can to maintain a family friendly environment at Bayview Park.

Mr. Ryan 7/30/11

Joe Sotzka 7/31/2011



## Price Per Annum Offer

RFP# 0006-11

Per Annum Sum Proposal Offer Price For:

Tennis Professional Services:

Paradise Tennis will pay the City of Key West \$6,000 per year  
six thousand dollars

The City of Key West will pay Paradise Tennis \$2,600 per year  
two thousand six hundred dollars for court maintenance

M. P. 7/30/11

Paradise Tennis LLC





305-395-1035  
paradisetennisflkeys@gmail.com

## Breakdown of Price Per Annum

Paradise Tennis will pay the City of Key West \$500 (five hundred dollars) per month on the 5<sup>th</sup> of every month.

Paradise Tennis will maintain the facility and courts on a daily basis. They will be charging the City of Key West \$50 per week to maintain the facility. The City of Key West will pay Paradise Tennis \$100 (one hundred dollars) every two weeks.

Paradise Tennis will be responsible for providing all equipment to maintain the courts and pro shop, as outlined in the signed contract.

M R 7/30/11

Paradise Tennis LLC

## Conclusion

We believe Paradise Tennis is uniquely suited to fill the position at Bayview Park. The company has an established presence in the tennis community of the Keys, as well as trusted professionals as its leaders. It intends to grow the tennis enthusiast community — adult and youth — at the Bayview Park courts by instituting a rigorous youth program, respecting and enlarging on the adult player contingent, and addressing community complaints regarding the pro shop, the cleanliness and security of the program. Paradise Tennis is prepared to offer an exciting program for young players and expert players alike. The company can do this because it has the unique blend of sport expertise and local knowledge. Paradise Tennis can make Bayview Park courts the crown jewel of the city parks program by welcoming everyone, while providing valuable service and instruction.



## No Conflict Statement

Joie Switzer is not a relative of an officer, director, employee or agent of the City of Key West.

Joie Switzer is not an employee, director, officer, or agent of the City of Key West.

Nicole Berger is not a relative of an officer, director, employee or agent of the City of Key West.

Nicole Berger is not an employee, officer, director, or agent of the City of Key West.

Paradise Tennis LLC is not affiliated with anyone that is a City employee, director, officer, or agent.

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: Nicole Marie Berger

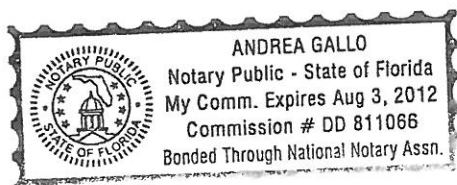
Sworn and subscribed before me this

day of August 4<sup>th</sup>, 2011.

Andrea Gallo

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Aug 3, 2012



**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  
W. Cole Marie Berger owner  
(print individual's name and title)  
for Paradise Tennis LLC  
(print name of entity submitting sworn statement)

whose business address is 118 4th St. #2 Key West FL 33040  
and (if applicable) its Federal Employer Identification Number (FEIN) is

07-1250840 (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]  
(SIGNATURE)

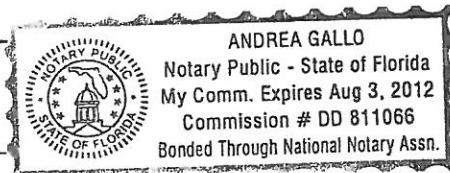
8/1/11  
(DATE)

STATE OF FL

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority Nicole Marie Berger who, after first being sworn by me, TC DL B626 653817000 (name of individual) affixed his/her signature in the space provided above on this August 1 day of August, 2011.

Andrea Gallo  
NOTARY PUBLIC  
Andrea Gallo  
Printed Name



My commission expires: Aug 3rd 2012.

ATTACHMENT: C

05/01

FORM 575-060-13  
RIGHT OF WAY -

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

NO.: \_\_\_\_\_ ITEM/SEGMENT \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_

I, Nicole Marie Berger,  
hereby \_\_\_\_\_,  
(NAME)  
declare that I am Nicole Marie Berger  
of Owner  
(TITLE) (FIRM)  
Of Paradise Tennis LLC  
\_\_\_\_\_  
(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: Nicole M Berger Owner  
NAME AND TITLE PRINTED

WITNESS: Gracia Hall

BY: [Signature]  
SIGNATURE

WITNESS: Gracia Hall

Executed on this 1<sup>st</sup> day of August of 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.

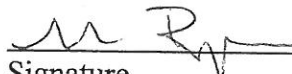
The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR:

Paradise Tennis LLC

SEAL:

1184th St. #2 Key West, FL 33040  
Address

  
Signature

Nicole Berger  
Print Name

Owner  
Title

DATE: Aug 1<sup>st</sup> 2011