## Nancy Simpson, USPTA Certified PI

P.O. Box 5673

Snowmass Village, Colorado 81615 nancysimpson.usptapro.com (970) 948-1759

OBJECTIVE: To utilize my unique talents to serve and help others. Create relationships that are nurturing and playful. I would like to make a contribution to my community through play and humor.

### **EDUCATION**

United States Air Force: 1980 - 1984

Texas Law Enforcement Police Academy: Tyler Jr. College. 1985

Texas Women's University: 1986 - 1989

- B.S. Government
- Graduated magna cum laude
- Member of the University tennis team

## CERTIFICATION AND CONTINUING EDUCATION

ACE Certified Personal Trainer - Fort Lauderdale, FL. - 2009

Vic Braden Tennis College - St. George, Utah - 2007

Intermountain Tennis Convention - Glenwood Athletic Club - 2006

Saddlebrook Tennis Camp – Tampa Florida - 2005

United States Professional Tennis Association Teaching Certification - Tyler Texas Junior College - 1991

## **EMPLOYMENT**

## TennisDreams: Business Owner and Director. 1989 - Present

- 1. 1800 Atlantic Condo Association: 2008-2010. Key West, FL.
- 2. Snowmass Recreation Center: 2009 Present. Snowmass Village, CO.
- 3. Colorado Mountain College: 2007- Present. Aspen, CO
- 4. Basalt Recreation District: 2007- Present. Basalt, CO
- 5. Twin Rivers Recreation and Private High School: 2007. Greenwood, MS.
- 6. Aspen Recreation Center: 2004 2006. Aspen, CO
- 7. Ben Geren Tennis Center: 1992 2003. Fort Smith, AR.
- 8. Fianna Hills Country Club: 1994 2003. Fort Smith, AR.

## **EXPERIENCE**

- Created and instructed tennis programs: College level, USTA Adult and Juniors, elementary and preschool children
- Coached high school varsity and junior varsity teams
- Organized and implemented tennis camps and socials for junior and adult levels of play
- Produced and ran charitable tennis tournaments
- Managed tennis facility with pro shop and equipment sales and service and tennis court maintenance.

References - Gail Faubus: 479-522-1830, tennis business partner, Corin Bruker: 970-618-6695, Maureen Marrs: 970-404-2311, tennis students.

## **United States**

# Professional

Hereby certifies that

## Vancy Simpson

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. 14046

Valid through Dec. 31, 2011

ZC1H - 6QAH - KUZQ - DGAM

## United States Professional Tennis Association, Inc.

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



June 30, 2011

Ms. Nancy Simpson PO Box 5673 Snowmass Village, CO 81615-5673

Dear Nancy,

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, USPTA World Headquarters 3535 Briarpark Drive, Suite One

contact:

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

LV37 - P863 - RNUL - YRYQ

PROPOSAL FORM					
RFP# 0006-11					
PER ANNUM SUM PROPOSAL OFFER PRICE FOR:					
TENNIS PROFESSIONAL SERVICES					
\$ <u> </u>					
Proposal Offer Total in Words					
ZERO dollars - see AHACHMENT					

## BID PROPOSAL ATTACHMENT FOR PROFESSIONAL TENNIS SERVICES

USPTA PI, ACE Certified Personal Trainer ~ Nancy Simpson, Tennisdreams

# PROFESSIONAL PROFILE

facilities and have strong business management skills students and players. I am committed to growing the I am a successful, passionate tennis professional that called "Learn the Game, Practice the Game, Play the has instructed at public parks, colleges and country Game". I reach all levels and age groups. I have a marketer and create my own marketing materials. passion for tennis and am able to instill this in my going on to play national tournaments and college. helped players reach their personal best with some years along with retail stores. I am an innovative once made a commercial when at Ben Geren Park as I have managed my own businesses for over 20 game and giving back to my community. I have clubs for over 20 years. I have managed tennis

# PROPOSAL OVERVIEW

- My proposal is based on the seasonality of Key West and is designed with consideration of the diminishes during the extreme heat of the fact that the population of tennis players summer months and mid-day in-season.
- My proposal will provide the City of Key West with more income than in the past 5 years.
- variety of learning, playing and practice sessions. o My programs are innovative using the latest in training information and equipment, offering a
- I will promote the tennis programs for the City of Key West and ensure the courts are ready for all "open play".

# FINANCIAL PROPOSAL

- Estimated Income:
- \$40,000
- Estimated income to the City of Key West:
- \$4000
- The City of Key West will pay me nothing (\$0) to run the program
- I will pay the City of Key West 10% of my income. Income will be a combination of:
- Clinics
- Leagnes
- Socials / Mixers
- Tournaments
- \*Private lessons, semi-private lessons and retail sales will not be included in earnings

## CREDENTIALS

- I have over 20 years of both public and private experience and am highly skilled at teaching children which is not a skill that all tennis professionals possess.
- I have taught and lived in the City of Key West for 2 winter seasons, I know the community and have a following of clients i.e. Michael & Melanie Wilson and Brent Thole.
- I have experience in all areas of tennis facility management (i.e. Ben Geren Park) for example, water removal, crack repair, windscreen care and painting. 0
- My junior program using teaching stations even made the leagues in Colorado along with my USPTAPRO website. cover of USPTA magazine. I have run successful tennis I am innovative in marketing tennis as proven with my programs and charity tournaments (i.e. Backpacks For "Balls Out" program and successful USTA team tennis Kids").

## CREDENTIALS [cont.]

- (websites/social media) and create marketing o I invest in my business utilizing the internet materials, i.e. brochures, business cards, tee shirts, water bottles, etc.
- only managed my own business, Tennisdreams, Aspen, CO – the Northface and Boogie's Retail. o I know how to manage a business as I have not I use professional tax preparers and Microsoft for 20 years but managed two retail stores in small office.
- o I fully understand the scope of the job and am qualified in all aspects of the role.

# PROGRAM OVERVIEW

My tennis program for the City of Key West will provide:

- Affordable USPTA P1 professional tennis instruction
- Children and Junior Programs (lessons, clinics, play days)
- Adult Programs (lessons, clinics, leagues, socials, tournaments)
- Racket sales, rental and service
- Basic tennis equipment sales
- Minor court maintenance
- Junior tennis scholarship program
- September  $20^{\rm th}$  May  $15^{\rm th}$ o Fall / Winter program:
- o No formal Summer programming: June September

# PROGRAM IMPROVEMENTS

- USTA facility assistance service and grants program • At my expense, I will enroll the tennis center in the - a not for profit organization whose mission is to promote and develop the growth of tennis.
- o I will register with the USTA as a promoter of "10 and slower and the courts are modified to allow several 36' under" tennis using the Quickstart playing format - a new format to introduce kids to tennis. The ball is courts for more playing time.
- development. The money can be used for lessons or • I will participate in the 2.5 Player Initiative which gives money to encourage new adult player whatever is deemed needed.

# PROGRAM IMPROVEMENT [cont.]

- o I will invest in painting the outside of the pro shop.
- o I will offer two Kids scholarships to kids with a passion for tennis but not enough money for lessons.

time residents and tourists will be able to easily As a USTA tennis welcoming center, locals, partfind the center.

## REFERENCES

- o The following are references for my experience in teaching, facility maintenance and program implementation:
- Gail Faunus, Tennis Professional, 479-522-1830
- Dorothy Howard, Basalt, CO Recreation Director, 970-379-2593
- Maureen Marrs, Tennis Student, 970-404-2311
- Eileen Henchcliff, Colorado Mt. College Director of Recreation, 970-925-7740

# PROPOSAL SUMMARY

- My proposal is in line with the norm for locations such as Colorado, New England and Florida. It is designed to benefit the City of Key West, provide weather and fluxuation in the tennis population where tennis is not played year-round due to me with a venue to build my practice and be economically efficient for both.
- o I sincerely hope that you give my proposal strong consideration in that I know it will be successful for the City of Key West.

## ATTACHMENT: A

## ANTI-KICKBACK AFFIDAVIT

PROJECT RFP #006-11 TENNIS PROFESSIONAL SERVICES Colorado 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. Sworn and subscribed before me this July , 2011. By Nancy Simpson.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 6.8.15

RICHARD J. MENDOZA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 06/08/2015

### 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 NANCY SIMPSON, TENNIS PROFESSIONAL
	(print individual's name and title) for NANCY SIMPSON
	(print name of entity submitting sworn statement)
	whose business address is P.O. Box 5673 SNOWHASS VILLAGE Co. 81615 and (if applicable) its Federal Employer Identification Number (FEIN) is
	Number of the individual signing this sworn statement 467-45-3044 ):

- 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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)

7 - 8 - 11
(DATE)

STATE OF Colorado
COUNTY OF Pitkin

PERSONALLY APPEARED BEFORE ME, the undersigned authority Revolved who, after first being sworn by me, Dancy Sings of (name of individual) affixed his/her signature in the space provided above on this 8th day of July, 2011.

NOTARY PUBLIC

Richard Mendoza

Printed Name

My commission expires: 6-08-15

RICHARD J. MENDOZA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 06/08/2015

## 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.: 006-11

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

BID LETTING OF: TENNIS PROFESSIONA

I, NANCY SIMPSON	
hereby	
declare that I am NANCY SIMPSON (NAME)	
of TENNIS PROFESSIONAL	(FIRM)
OF NANCY SIMPSON	(i iisw)

(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(I)(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..

## 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.

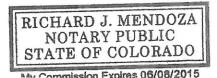
The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description 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:	NANCY SIMP		SEAL:	
	P.O. Bx 5673 Address	SWUMASS	Village Co	81615
State of Colorado County of Pitkin The foregoing instrument was acknowledged be the on [-8-1] by [Cichael Mender  Hotary Signature  My Commission Expires 6.8-15	Print Name	Simpson Simpson 3 Profess		
DATE: 7, 8, 20	4 07-0	1106-80		

General Architectural Services and Consultants"

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## 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.

Signature Name of Business



## 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.

Signature Name of Business