LAW OFFICES
SCRUGGS & CARMICHAEL, P.A.
One S.E. First Avenue 32601
Post Office Box 23109 32602
Gainesville, Florida

Telephone (352) 376-5242
Fax (352) 375-0690

James G. Larche, Jr.
Stan Cushman‡
Frank P. Saier
Philip A. DeLaney
Charles W. Littell
John G. Stinson
Kevin Daly
Raymond M. Ivey
Jeffrey R. Dollinger
Jefferson M. Braswell
Kevin D. Jurecko
Kirstin J. Stinson
Elizabeth A. Martin
Virginia E. Griffis
Jesse Caedington

‡Certified Civil Mediator

Of Counsel
Dennis J. Eisinger
Eisinger, Brown, Lewis & Frankel, P.A.

Sigsbee L. Scruggs
1898-1983
Parks M. Carmichael
1909-1994
William D. Pridgeon
1933-1980
Michelle Vaughns
1946-1982
William N. Long
1920-2003

RETIRED
Ray D. Helping
William C. Andrews
John F. Roscow III
Mitzi Cockrell Austin

April 27, 2011

VIA HAND DELIVERY

Diane Holder, Senior Buyer
Budget & Finance Department
Purchasing Division
City of Gainesville
P.O. Box 490, Station 32
Gainesville, FL 32602-0490

RE: Bid Protest for Abdoulaye Touré
Request for Proposals for Professional Tennis Services at City Facilities including Joyce Oransky Tennis Center and Pro Shop (REBID)
RFP#RECX110013-DH

Dear Ms. Holder:

I am in receipt of your email correspondence dated yesterday, April 26, 2011, which I received this morning on April 27, 2011. I did not have any time to discuss the changes in the power point with staff, and I have some disagreements with what has been requested to be removed, so I am writing this letter to clarify my position on these slides.

The staff has requested that I remove slide number 3, related to the USPTA Professional One certification. I do not agree that this slide should not be included since it is simply a definition of the minimum requirement contained in the RFP. This was quoted in my earlier correspondence, and it describes the minimum requirement. Therefore, it should not be considered to be anything new, and I think it is important that the Commission understands

exactly what the certification means in light of the minimum standard.

On slide number 8, the standard should be liberally interpreted to create the most competition possible under the RFP, it is a slide that only addresses the argument to be presented. It is nothing that we did not argue in our first appeal, and it is just oral argument. I have removed the reference to Mr. Oransky's inability to prove that he had five hundred players per year.

On my slide number 24, I am removing all bullet points and other line items that simply show what is in the existing contract, but I am leaving the reference to E.7.7 in the presentation.

The same thing with slide 25, I am removing any reference that these are omitted items and I am removing all underlining from the slide. Based on staff's acceptance of other provisions in the contract, I am assuming that those two slides are unacceptable because of the underlining and the bullet points which I am removing. I have agreed to remove all other slides as requested by staff.

Please let me know if I need to make additional changes. I will be glad to talk with the staff member that is making these decisions to present my side of the case that these are items that should be allowed in this presentation.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Jefferson M. Braswell

JMB:ct

Enclosure: Power Point Disk