



LAS VEGAS CITY COUNCIL

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CITY HALL 495 S. MAIN ST. LAS VEGAS, NV 89101 702.229.6011 | VOICE 711 | TTY



Sent this day via email

April 25, 2024

Brandon Scott Christopher CEO, Buddy the Ball LLC 1651 S. Buffalo Dr. Las Vegas, NV 89117 Brandonscottchristopher@buddytheball.net

RE: Protest of Award 240180-TF Tennis Operator for All American

Dear Mr. Christopher,

City of Las Vegas Resolution R-50-2017 outlines the procedures for the protest of an award of contract. The protest period starts with the Recommendation to Award (RTA). The RTA was issued on 03/28/2024 with a protest submittal deadline of no later than April 8, 5:00 p.m. Your protest was received on time, but was missing the required protest security. On April 9, 2024, I gave you a deadline of April 17, 2024 to submit the security. This was received on April 15, 2024 in the form of a cashier's check. I am the authorized representative issuing a written determination on the protest. This determination is within the deadline of ten (10) calendar days from receipt of the protest security.

Your protest is in regards to 240180-TF Tennis Operator for All-American, but you include reference to cancelled RFP 230234-DG-A. I am addressing items from both RFPs if they have bearing on my determination, but please be advised that because RFP 230234-DG-A was in fact cancelled, it technically has no bearing and is not material on the present RTA for 240180-TF.

Your company responded to 230234-DG-A and 240180-TF. With your proposal submittals you accepted different components of the RFP process. I will detail them in response to points raised in your protest letter.

From the RFP Instructions for 230234-DG and 240180-TF

Section 7(c) states "A committee will conduct an evaluation of timely received Proposals. Each evaluator must certify that they have read NRS 332 restrictions on Evaluators and responding Offerors, that they will abide by the restrictions during and after the evaluation, and that they have no direct or indirect interest in the award of the Contract."

Section 9. Presentations from Selected Finalists states "After the Close Date, an evaluation committee may select from the pool of responding Offerors a group of final Offerors to give a presentation and/or may request further information from responding Offerors. Failure to provide requested information or a presentation may eliminate an Offeror from further consideration. All costs associated with providing a presentation shall be the responsibility of the Offeror. Presentations may be in person, by video conference or teleconference."

For 230234-DG, there were three (3) evaluators that represented the departments of Parks, Recreation & Cultural Affairs, and Public Works Facilities Management. Evaluation panels may conduct a presentation round, but it is not a requirement. The evaluators had additional questions and interviews were scheduled. After the interview round, the panel made a recommendation and an RTA was issued on November 15, 2023 at approximately 1:54 PM.

Per NGEM Attribute #10 Public Records

Proposals will become public records following recommendation to award. Offeror must not allege that information is proprietary by incorporating "confidential" or "proprietary" stamps in the proposal body, headers, or footers, nor include

confidential/proprietary information in any sections of the Proposal. Requirements for submitting confidential information can be found in Section 8 of the “RFP Instructions” document under the **Attachments Tab** and any such submission shall not be done through NGEM.

Your letter alleged that details of your proposal were being discussed within the tennis community after November 15, 2023. You agreed to the stipulation above that your Proposal would become public record following the RTA. Purchasing and Contracts has no record of a formal records request. While going through our public records portal is encouraged, it is not a requirement and does not violate the law. It is common practice for potential Offerors to request proposals, winning or not, once made public. It does not provide an advantage to one Offeror over another because all Offerors can access the information.

The RTA notifies potential Offerors, starts the protest period, and signals to internal stakeholders that a recommendation has been made. It is key to remember that it is only a **recommendation** and is not a guarantee of contract award.

From the RFP Instructions for 230234-DG and 240180-TF, Section 10 states in part:

10. Award of Contract

- (a) **The City is under no obligation to award a contract(s) as the result of this RFP.** The City may award a contract, with or without further discussions, to one or more Offerors. Award of any contract(s) will only be made upon approval of the City Council or its authorized representative. **The City reserves the right in its sole discretion** to reject any and all Proposals, and **to reissue the RFP if it so chooses**, if such rejection is determined to be in the best interests of the City.
- (b) The Contract resulting from this RFP will be awarded to the responding Offeror(s) whose Proposal has been determined, **in the sole judgement of the City**
 - (i) to be responsive to the requirements of the RFP as set forth in the Solicitation documents, and
 - (ii) to provide the most advantageous Proposal/Offer in its best interest.

When developing an RFP scope of work and sample contract, Purchasing and Contracts engages subject matter expert City staff, or City staff that would be impacted by a new contract. We include their requirements in a solicitation, but it is impossible to consult everyone. As stated above, the RTA is a signifier to internal stakeholders that a recommendation has been made. After release of the RTA for RFP 230234-DG, Purchasing and Contracts received additional contract specifications that needed to be included in order to best serve the interests of the City. These included pricing changes and term changes. Changes of this type are material and could have impact on whether or not a company will submit a proposal. In situations like this, it is best practice to cancel the RFP and reissue. Notice of cancellation for RFP 230234-DG was issued on November 21, 2023. Offerors were told that a contract award would not be made and future opportunities would be issued through the Nevada Government eMarketplace (NGEM).

After cancellation, there were further recommendations made, impacting proposal content and scoring. The changes are detailed in this table.

Original	Revised
<p>Award Criteria <u>Qualifications and Experience 40 Points</u> Describe Offeror’s experience in providing operation of a sports complex similar in size and scope, including information and examples which substantiate successful and reliable and past performance. Provide a brief description of the Offeror’s business history and number of years in operation.</p>	<p>Award Criteria <u>Qualifications and Experience 40 Points</u> Describe Offeror’s experience in providing operation of a sports complex similar in size and scope, including information and examples which substantiate successful and reliable and past performance. Provide a brief description of the Offeror’s business history and number of years in operation. Demonstrate how you are currently impacting the community.</p>

Original	Revised
<u>Work Plan 30 Points</u> Personnel Tennis Services Operations and Maintenance	<u>Work Plan 35 Points</u> Personnel Tennis Services Operations and Maintenance Financial Projections on revenue that can be generated Scholarship opportunities for the underserved
<u>Exceptions to Sample Contract/Scope of Work 10 points</u>	<u>Exceptions to Sample Contract/Scope of Work 5 points</u>
Facility Fee - \$800/month plus 1% gross revenue	Facility Fee - \$1000/month plus 2% gross revenue
Contract term length - 3 years	Contract term - 5 years with (5) one year renewal options
Court resurfacing -The City estimates that courts will cost approximately \$8,000 each to resurface. There is no record of the last resurfacing of these courts. A resurfacing plan and schedule must be proposed by the Operator.	Court resurfacing -The City estimates that courts will cost approximately \$8,000-\$9000 each to resurface. The City plans to resurface the courts in the Spring of 2024. A resurfacing plan and schedule for future resurfacing must be proposed by the Operator.

Nevada Revised Statutes permits local governments to make awards on criteria other than price. The criteria above is keeping with, but not limited to, those criteria listed in NRS 332.065. Full criteria and weights are in the following table

Award Criteria

Offeror proposal submissions will be evaluated based on the following criteria:

Evaluation Criteria	Points Available
Qualifications and Experience Describe Offeror's experience in providing operation of a sports complex similar in size and scope, including information and examples which substantiate successful and reliable and past performance. Provide a brief description of the Offeror's business history and number of years in operation. Demonstrate how you are currently impacting the community.	40
Work Plan (a) Personnel (b) Tennis Services (c) Operations and Maintenance (d) Reporting (e) Financial Projections on expected revenue to be generated (f) Scholarship opportunities for the underserved	35
Personnel & Administration Key personnel performance history on similar projects Experience of project team	20
Exceptions to Sample Contract/Scope of Work	5
Possible Points	100

To ensure a proper and clean reset of the RFP process, a new evaluation panel was selected representing the departments of Parks, Recreation & Cultural Affairs, Public Works Facilities Management, and Finance. RFP 240180-TF was issued on 2/8/2024 with a close date of 02/22/2024. Evaluators were given an evaluation matrix to ensure that everyone was grading on the same scale. A copy of that matrix is attached. That said, each Offeror is evaluated on their own Proposal and independently from other Offerors, not in comparison to them. As such, it could be possible for well qualified Offerors to simply max out in scoring in a particular criteria.

Buddy the Ball LLC received exceptional scores from all evaluators and many of the strengths identified in your protest letter were in consensus with the evaluation panel. There were some points deducted for weaknesses. For example, your Proposal stated "running and managing 68 schools is like managing a tennis facility with 68 courts". Sole operation of an actual facility was not fully demonstrated. In addition, your financial projections showed aggressive growth for revenue and high operational costs with small profit margins that indicate high dependence on growth. As with the first evaluation panel, they were given the option to schedule an interview round. The panel did not feel that was necessary and decided they had sufficient information to make a recommendation. As previously noted, that is their discretion.

You have expressed your opinion on your Proposal and how it should be scored in comparison to your competitors. While respectfully acknowledged, the evaluation and recommendation is at the sole discretion of the City (which you yourself acknowledge in your protest filing). The evaluators have the deference to decide how to score each criteria for each Offeror. The points I made above explain the differences in scoring and any other comparisons or contrasts you made in your protest are subjective and insignificant. You yourself stated in your protest that the "difference in scoring isn't substantial." Furthermore, the purpose of the RFP was to find a qualified Offeror to provide the services requested, not to protect one Offeror's market share or presence over another's in the tennis industry.

After submitting your protest, you sent me examples of community support. Per the protest procedure, the determination is based on the items that were in the protest at time of submittal. I did not review those messages as part of my investigation.

There were also allegations of false statements made by All In Tennis Academy in your protest letter. The examples you give are, as you stated, circumstantial in nature, with no clear evidence found or provided to substantiate your claims. In addition, many of the examples you provided can be seen as subjective puffery involving mere boastful claims that did not relate directly to the scoring criteria.

It is my determination that the process outlined in the solicitation documents, to which you agreed, was followed. Your protest did not demonstrate that any applicable provisions of the law were violated. The City did not act unfairly or incorrectly in soliciting or recommending for award this particular contract. Furthermore, under Nevada law, the government is afforded a great deal of discretion in awarding contracts. As such, I support the RTA to All in Tennis Academy.

I have attached Buddy the Ball's supplier response from NGEM and the RFP instructions for your reference.



Tonya Kemble, Manager
Purchasing and Contracts
495 S. Main St., 4th Floor
Las Vegas, NV 89101

Cc: File
Tressa Fernandez

Attachment(s)- Request for Proposals Instructions to Offerors, NGEM Supplier Response, RFP Evaluation Matrix



CITY OF LAS VEGAS
REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS TO OFFERORS

1. Method of Award

This is a Request for Proposals (RFP) which is a Solicitation subject to evaluation and/or negotiation by an evaluation committee established by the City of Las Vegas (City). This solicitation type is exempt from the requirement to award to the lowest responsive and responsible bidder and is subject to the award criteria and related requirements specified in this Solicitation. Award, if any, will be to the Offeror who provides the most advantageous Proposal in the best interest of the City.

2. Official Documents

Solicitation documents **must** be obtained from the City's official on-line proposal submittal system, the Nevada Government eMarketplace website (NGEM) at ngemnv.com. Any source other than NGEM may be inaccurate or incomplete. Prospective Offerors and/or responding Offerors assume any and all risks associated with their reliance on such unofficial documents, including but not limited to, rejection of their submittals.

3. Definitions

As used throughout this Solicitation, the following definitions shall apply:

- | | |
|---|--|
| (a) Addendum | A published revision issued during the solicitation of Proposals. |
| (b) City | The City of Las Vegas. |
| (c) City Council | The governing body of the City of Las Vegas. |
| (d) Close Date | Due date for Proposal submission. |
| (e) Contract | The complete Contract document, including all sections, attachments and exhibits, which is executed by the Successful Offeror and the City. |
| (f) Notice of Award | Letter issued by the City notifying the Successful Offeror that award of a Contract has been approved by the City Council or its authorized representative and enclosing the Contract for execution and return to the City. |
| (g) NRS | The Nevada Revised Statutes, as they may be amended from time to time. |
| (h) Offeror | Individual or firm that submits a Proposal in response to the RFP. |
| (i) Proposal | A complete and properly signed Supplier Response submitted in accordance with the RFP. |
| (j) Prospective Offerors | Individuals or firms who have reviewed the RFP. Also called Participants. |
| (k) Purchasing & Contracts Representative | Individual designated as the person to whom all inquiries should be addressed, beginning with the issuance of the RFP and ending with award of a Contract, or cancellation of the RFP if no Contract is awarded. |
| (l) Solicitation | Refers to the Request for Proposals (RFP) and represents the City's request for the work identified in accordance with the terms, conditions, and Scope of Work specified herein. The term is used interchangeably with RFP and includes the Instructions, Scope of Work, Special Conditions, General Conditions, Forms, Exhibits, Attributes, Addenda, and any other documents issued by the City through NGEM for the work specified herein. |
| (m) Successful Offeror | The individual or firm that is awarded a Contract by the City. After award of Contract, is also referred to as the "Company". |

4. Proposal Submission

- (a) Offerors assume all costs associated with the submission of a Proposal, including any subsequent potential negotiation or interview costs.
- (b) Proposals must be valid for a minimum of one hundred twenty (120) calendar days after the **Close Date**.
- (c) Offerors are solely responsible for ensuring they have reviewed all Addenda and are using the most current forms and information when submitting their Proposals.
- (d) A business license is not required to provide a Proposal to the City. Prior to award, however, the Successful Offeror may need a City of Las Vegas business license, as determined by the Business Licensing Division. Information concerning City business license requirements and fees may be obtained by visiting <http://www.lasvegasnevada.gov/businesslicense> or calling (702) 229-6281.

5. Inquiries, Addenda, and Prohibitions

- (a) All questions regarding this RFP must be directed to the Purchasing & Contracts Representative named on the **Event Details Tab**. All Participants and Offerors shall initiate all contact with the City through this designated Purchasing & Contracts Representative beginning with the issuance of the RFP and ending with the award of any Contract, or the cancellation of the RFP if no Contract is awarded.

This will help to ensure that Participants and Offerors do not violate **Prohibited Acts** as defined in NRS 332, and that all issues are appropriately coordinated and addressed. *Communication between Prospective Offerors, Offerors and non-purchasing City staff regarding this Solicitation may result in disqualification and/or other penalties.*

- (b) Offerors should thoroughly review the entire Solicitation, and submit written questions no later than the **Questions Due Date**, as specified on the **Activities Tab**.
- (c) Offerors shall not take advantage of any apparent error or omission in the Solicitation. ***If an error or omission is discovered, the Prospective Offeror and/or Offeror shall immediately notify the Purchasing and Contracts Representative.***
- (d) The City reserves the right, when considered necessary or appropriate, to respond to questions or modify this Solicitation. Such responses or modifications, if any, shall be in the form of an Addendum which shall only be issued through NGEM. The City is not bound by any oral representations, clarifications or changes made in connection to the Solicitation by the City's employees, agents or consultants, unless in the form of a properly issued Addendum.
- (e) Offeror is responsible for ascertaining the issuance of any Addenda prior to the **Close Date** and time. All Participants will be notified through NGEM of any addenda. The Offeror is solely responsible to review and correlate the contents of each Addendum before submitting their Response by the established **Close Date** and time.

In the event of a material change, the City, at its sole discretion may unsubmit all submitted Responses prior to the **Close Date** and time. It is the Offeror's responsibility to acknowledge the material change and resubmit their Proposal.

- (f) Any evidence of agreement or collusion among Offerors and/or Prospective Offerors acting to restrain freedom of competition will render the submittals of such Offerors void.
- (g) If disclosure of proprietary information or any other information is made or permitted in advance of the **Close Date** to any Offeror which would provide an advantage over other Prospective Offerors, all Proposals received shall be void.

6. RFP Close Date & Time

- (a) Proposals submitted electronically via NGEM are due no later than 1:30 p.m. local time in Las Vegas, Nevada, on the **Close Date** specified on the **Event Details Tab**. The **Close Date & Time** specified on the **Event Details Tab** shall take precedence over any reference to the **Close Date** published elsewhere.

Under NGEM Terms of Use, "submitted" means that the Offeror has (i) provided all required responses and attachments (ii) digitally signed the Proposal on the **Response Submission Tab** and (iii) received a confirmation after clicking the **Submit Response** button. After the deadline has passed, the system will not allow Offerors to submit and the server clock will govern. Partial proposals will not be accepted.

- (b) Technical questions about use of the NGEM website should be directed to Purchasing & Contracts at 702-229-6231 or to the Purchasing & Contracts Representative named on the **Event Details Tab**, Monday-Thursday from 7:00 a.m. – 5:00 p.m. Pacific Time.
- (c) Offerors are solely responsible for the timely submittal of Proposals.

7. Evaluation Disclosures

- (a) This Request for Proposals (RFP) is subject to the restrictions set forth in NRS 332, which address the conduct of evaluators, the governing body, its authorized representative, and responding Offerors; prohibited acts and penalties; as well as the protection of information associated with the RFP process. Responding Offerors may review the pertinent statutes (NRS 332.025, NRS 332.061, NRS 332.800, NRS 332.810, and NRS 332.820) at: <https://www.leg.state.nv.us/NRS/>. Persons who violate certain provisions of these NRS sections are subject to established Penalties, including but not limited to fines and/or imprisonment.
- (b) The NRS definition of “evaluator” extends beyond individuals actually reviewing proposals. NRS 332.025 provides the following definition: “Evaluator” means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in (i) the evaluation of Solicitations; (ii) negotiations concerning purchasing by a local government; or (iii) the review or approval of the award, modification, or extension of a contract.
- (c) A committee will conduct an evaluation of timely received Proposals. Each evaluator must certify that they have read NRS 332 restrictions on Evaluators and responding Offerors, that they will abide by the restrictions during and after the evaluation, and that they have no direct or indirect interest in the award of the Contract.
- (d) Before a Contract is awarded, NRS 332.810 prohibits a responding Offeror or an officer, employee, representative, agent or consultant of the Offeror from: (i) making certain offers of employment or business opportunities to an “evaluator” or member of the governing body, (ii) offering money, a gratuity, or other thing of value to an “evaluator” or member of the governing body, and (iii) soliciting or obtaining any proprietary information or other non-public information, regarding the Contract from an officer, employee, or member of the governing body.
- (e) Pursuant to NRS 332.820, evidence of agreement or collusion among Prospective Offerors and responding Offerors acting to restrain freedom of competition by agreement to respond/offer a fixed price, or otherwise, shall render the responses/offers of such responding Offerors void. Advance disclosure of any information to any responding Offeror which would give that responding Offeror any advantage over any other Prospective Offeror shall operate to void all Proposals received in response to the RFP.
- (f) Offerors are reminded that a designated Purchasing & Contracts Representative is named on the **Event Details** page, and is the Offeror's only permissible point of contact during the solicitation, evaluation, and award processes.

8. Confidential Information

- (a) The City is a public agency subject to the public disclosure provision of the Nevada Public Records Law codified in NRS 239. Public records are subject to inspection and copying by the public unless expressly declared by law to be confidential or the requested disclosure is for information determined not to be a public record. Pursuant to the provisions of NRS 332.061(2), a Solicitation that requires negotiation or evaluation is protected from public disclosure until the Proposal is recommended for award of a Contract. Because of the provisions of this statute, responding Offerors are advised that once their Proposal is received by the City, the contents will become a public record and nothing contained in the Proposal will be deemed to be confidential. Offerors shall not include any information in their Proposal that is proprietary in nature or that they would not want to be released to the public. Each Proposal submitted to the City must contain sufficient information to be evaluated and a Contract written without reference to any proprietary information. Price proposals, scopes of work, qualifications and experience *are not* confidential information.
- (b) Offerors must not allege that information is proprietary by incorporating “confidential” or “proprietary” stamps in the proposal body, headers, or footers, nor include confidential/proprietary information in any sections of the Proposal, other than as directed in the **Proposal Content** instructions.

- (c) In order to protect the City from any violation of NRS 332.061, the City has adopted certain procedures to protect proprietary information of the Offeror. **If the Offeror feels a Proposal cannot be submitted without including proprietary information, they must adhere to the following procedure:**
 - (i) The Offeror must submit the proprietary information concurrent with submittal of the Proposal to the City. Offerors who wish to submit confidential information must contact the Purchasing & Contracts Representative named on the Event Details Tab for submittal instructions.
 - (ii) Confidential Information must be submitted with a letter from the Offeror's legal counsel describing the documents, representing in good faith that the information in each document meets the definition of proprietary information set forth in NRS 332.025, 332.061 and NRS 600A, and briefly stating the reasons that each document meets such definitions.

If an Offeror fails to comply with the above procedure, the Offeror may be deemed non-responsive and disqualified.

- (d) Upon receipt of such confidential information, the City will determine if the requirements above have been complied with by the Offeror. The proprietary information submitted pursuant to the above procedure may or may not be used by the City for the purposes of evaluating the Offeror's Proposal and conducting negotiations.
- (e) If a lawsuit or other court action is initiated to obtain the disclosure of the proprietary information, the Offeror having ownership of the proprietary information will be notified of the public disclosure request. The City agrees to withhold release of the proprietary information for a period of ten days after notification has been received by the Offeror of the public disclosure request. Notification will be provided to the individual named on the **Response Submission Tab**. With the expiration of the aforementioned time period, if the Offeror has failed to seek any judicial relief after such notification, the Offeror will be deemed (i) to have consented to the public disclosure by the City, (ii) to have released the City from any wrongful disclosure of such information, and (iii) to have covenant not to sue the City for such public disclosure.
- (f) The Offeror agrees to defend, indemnify and hold the City harmless from any and all liabilities, judgments, fines, penalties, court costs and attorney fees resulting from the wrongful release of the proprietary information or from any legal action filed against the City to obtain the release of the proprietary information.

9. Presentations from Selected Finalists

After the **Close Date**, an evaluation committee may select from the pool of responding Offerors a group of final Offerors to give a presentation and/or may request further information from responding Offerors. Failure to provide requested information or a presentation may eliminate an Offeror from further consideration. All costs associated with providing a presentation shall be the responsibility of the Offeror. Presentations may be in person, by video conference or teleconference.

10. Award of Contract

- (a) The City is under no obligation to award a contract(s) as the result of this RFP. The City may award a contract, with or without further discussions, to one or more Offerors. Award of any contract(s) will only be made upon approval of the City Council or its authorized representative. The City reserves the right in its sole discretion to reject any and all Proposals, and to reissue the RFP if it so chooses, if such rejection is determined to be in the best interests of the City.
- (b) The Contract resulting from this RFP will be awarded to the responding Offeror(s) whose Proposal has been determined, in the sole judgement of the City (i) to be responsive to the requirements of the RFP as set forth in the Solicitation documents, and (ii) to provide the most advantageous Proposal/Offer in its best interest.
- (c) The principal Proposal evaluation criteria are listed in the "Proposal Content and Scope of Work" document, available under the **Attachments Tab**.

If the City proceeds with a presentation or demonstration from responding Offerors selected by the evaluation committee, any additional information given at such presentation or demonstration may be considered by the City. The City reserves the right to consider any other factors when evaluating each Proposal, when such consideration serves the goals and interests of the City.

- (d) The City reserves the right to waive any minor informality or irregularity in any Proposal.

11. Recommendation to Award and Protests

- (a) Offerors may protest award of the Contract by the City Council or its authorized representative. The City will issue a Recommendation to Award notification to all Offerors. Offerors will have five (5) business days from notification date to submit the written protest. Prior to any consideration of a protest, the protestor must post a security in the amount of (i) 25% of the total value of the protestor's bid amount, or (ii) \$250,000, whichever is less. Interested persons may obtain a copy of the protest procedure by contacting the Purchasing Representative named on the **Event Details Tab** or by calling the City of Las Vegas Purchasing and Contracts Division at (702) 229-6231.
- (b) Notice of protest of award, must be made in writing to: Manager, Purchasing & Contracts Division, City Hall, 495 S. Main Street, Las Vegas, NV 89101. *The City Council or its authorized representative will not consider any appeal unless the Offeror complies with this procedure.*

12. Notice of Award

- (a) Within *three (3) business days* after notification of award by the City, the Successful Offeror will be required to register with and provide any required certificates of insurance and associated documents to the City's authorized insurance tracking representative. In preparing and submitting the required insurance documentation, Offeror shall refer to the **Sample Certificates of Insurance and Endorsements Attachment**, and to the Insurance requirements outlined in the Contract.
- (b) A binding Contract will not exist between the parties until (i) certificates of insurance and endorsements have been received and validated as compliant, (ii) any additional submittals detailed on the Activities Tab have been received by the City, and (iii) and the City has executed the Contract. The failure to execute and submit any document(s) required herein shall cause the City to rescind the award and enter into negotiations with the next highest ranked Offeror.

13. Post Award Conference

Prior to commencement of performance Successful Offeror(s) may be required to attend a **Post-Award Conference**, as described on the **Activities Tab**, for the purpose of discussing and clarifying Contract requirements. Successful Offeror(s) may be required to provide documentation conforming to the Contract.

Failure to attend the conference and provide required documentation may be considered grounds for termination for default.

14. Official, Agent and Employees of the City Not Personally Liable

It is agreed by and between the parties of this RFP, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this RFP and/or the Contract.

15. Minority, Women, or Disabled Veteran Business Enterprises

Minority, Woman-Owned and Disabled Veteran Business Enterprises will be afforded full opportunity to submit in response to this RFP and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or expression, age, disability, national origin or any other legally protected status in consideration for an award. Any questions regarding the City's Supplier Diversity program should be directed to (702) 229-6231.

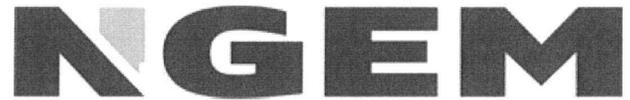
16. Certification – No Israel Boycott (*Applicable to contracts with an estimated annual amount over \$100,000*)

Pursuant to the requirements of NRS 332.065, the Contract awarded as a result of this Solicitation which exceeds \$100,000 shall include a written certification that the Company is not currently engaged in and agrees for the duration of the Contract not to engage in a Boycott of Israel. A violation of this Section 16 shall be considered an incurable default and allow the City to immediately terminate any contract upon giving legal notice.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a

nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

As used in this Section 16, "Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.



240180-TF

Buddy the Ball LLC

Supplier Response

Event Information

Number: 240180-TF

Title: Tennis Operator All American

Type: Request for Proposal

Issue Date: 2/8/2024

Deadline: 2/22/2024 01:30 PM (PT)

Notes: The City of Las Vegas (City) hereby invites qualified firms or individuals (Offerors) to submit written proposals to operate and manage the All American Park Tennis Center, a lighted 4-court complex, located at 1551 S Buffalo Dr, Las Vegas, NV 89117.

Persons with a disability may request accommodations or assistance to participate in the solicitation process by contacting Purchasing & Contracts at 702-229-6231 or 7-1-1 (TTY). To insure the City is able to meet your needs, please submit requests at least 2 business days in advance.

Contact Information

Contact: Tressa Fernandez

Address: Finance

City Hall

4th Floor

496 S. Main Street

Las Vegas, NV 89101

Phone: (702) 229-6182

Fax: (702) 464-2573

Email: tfernandez@lasvegasnevada.gov

Buddy the Ball LLC Information

Contact: Brandon Christopher
Address: 1651 S Buffalo Drive
Las Vegas, NV 89117
Phone: (808) 264-7735
Email: brandonscottchristopher@buddytheball.net
Web Address: buddytheball.net

This Proposal constitutes an offer to enter into a Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and correlated this knowledge with the requirements of this RFP. The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in this RFP. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all materials specified in the manner and time prescribed in the RFP. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct, and that I am authorized to sign this document and bind the Offeror organization.

Brandon Scott Christopher

Signature

Submitted at 2/20/2024 07:34:28 AM (PT)

brandonscottchristopher@buddytheball.net

Email

Supplier Note

Let's do this! (:

Requested Attachments

RESPONSE ATTACHMENT 1 - PROPOSAL

RFP 240180-TF - for 2-21-24
submittal .pdf

Upload Proposal as a single discrete file. Proposal MUST NOT contain confidential information. Refer to "RFP Instructions" and "Proposal Content & Scope of Work" under the Attachments Tab for detailed information on submitting a Proposal.

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

Certificate Disclosure of
Ownership and Principals 240180-
TF (2).pdf

Upload the completed "Certificate - Disclosure of Ownership/Principals" form, available on the Attachments Tab.

REFERENCES FORM 240180-TF

References Form 240180-TF.pdf

Upload the completed "References" form, available on the Attachments Tab

OPTIONAL SUPPLEMENTAL INFORMATION

Recommendations for the
Club.pdf

Additional information required to allow effective evaluation of Offeror's Proposal may be uploaded as a single file. Please DO NOT include advertising materials or brochures. This file should not exceed 20 pages.

Bid Attributes

1 PROJECT OVERVIEW

The City of Las Vegas (City) hereby invites qualified firms or individuals (Offerors) to submit written proposals to operate and manage the All American Park Tennis Center, a lighted 4-court complex.

No response

2	<p>PERFORMANCE PERIOD</p> <p>It is intended that the initial performance period will be one (1) five year period with five (5) one year renewals. The City reserves the right to exercise an option to temporarily extend the Contract term for up to one hundred eighty (180) calendar days from expiration date, for any reason.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
3	<p>CONTRACT TYPE</p> <p>The Services Contract is provided under the Attachments Tab and should be thoroughly reviewed. SHOULD AN OFFEROR BE SELECTED FOR AWARD, ANY RESULTANT CONTRACT SHALL CONTAIN SUBSTANTIALLY THE TERMS AND CONDITIONS SET FORTH HEREIN.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
4	<p>ACKNOWLEDGEMENT OF DESIGNATED CONTACT</p> <p>All inquiries regarding this solicitation must be directed to the Purchasing & Contracts Representative named on the Event Details Tab. Participants acknowledge that communication with non-purchasing City staff during the period beginning with issuance of the solicitation and ending with award of a Contract or cancellation of the solicitation may result in disqualification.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
5	<p>ACKNOWLEDGEMENT OF SOLICITATION TERMS AND CONDITIONS</p> <p>Offeror acknowledges and agrees to the terms and conditions of this Solicitation without exception.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
6	<p>OFFICIAL SOLICITATION DOCUMENTS</p> <p>Solicitation Documents obtained from any source other than NGEM may not be accurate or complete and each Offeror assumes all risks by its reliance on such documents. Any Offeror who has not obtained Solicitation Documents from NGEM may not be notified of Addenda issued by the City, which could contain material changes such as additions or changes to the scope of work, extensions of time, etc.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
7	<p>ACKNOWLEDGEMENT OF ADDENDA</p> <p>Offeror acknowledges responsibility for ascertaining the issuance of any and all Addenda via NGEM prior to the Close Date, and agrees to comply with all terms, conditions and specifications contained therein.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
8	<p>MINIMUM REQUIREMENTS FOR AWARD</p> <p>The successful responding Offeror must meet the following minimum requirements for the awarding of a contract pursuant to the provisions of NRS 332: (i) compliance with the stated requirements of the Solicitation documents, and (ii) submittal of all requested information in accordance with the Solicitation documents, including evidence of the specified qualifications, experience and performance history.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
9	<p>METHOD OF AWARD</p> <p>This RFP is a solicitation subject to evaluation and/or negotiation and is exempt from the requirement to award to the lowest responsive and responsible bidder. The City reserves the right to take into consideration factors other than price when evaluating Proposals. Award, if any, will be for the most advantageous Proposal/Offer in the best interest of the City of Las Vegas. Offeror acknowledges review of the "RFP Instructions" and "Proposal Format & Scope of Work", available under the Attachments Tab, and understands and accepts this RFP award criteria.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>

1 0	<p>PUBLIC RECORDS</p> <p>Proposals will become public records following recommendation to award. Offeror must not allege that information is proprietary by incorporating "confidential" or "proprietary" stamps in the proposal body, headers, or footers, nor include confidential/proprietary information in any sections of the Proposal. Requirements for submitting confidential information can be found in Section 8 of the "RFP Instructions" document under the Attachments Tab and any such submission shall not be done through NGEM.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
1 1	<p>INSURANCE DEDUCTIBLES</p> <p>Do the Offeror's insurance deductibles meet the requirements of the Insurance clauses contained in Contract Section D - Special Conditions (see sample Contract under the Attachments Tab)? Offerors <i>selecting 'No'</i> must provide the details requested below in <i>Insurance Deductible Increase Request</i>.</p> <p>Yes; Contract deductible requirements will be met</p>
1 2	<p>INSURANCE DEDUCTIBLE INCREASE REQUEST</p> <p>Indicate actual deductible amounts for each insurance type where those amounts exceed the requirements of the sample Contract. In accordance with the Insurance clauses contained in Contract Section D - Special Conditions, the City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. The City may request an audited financial statement for review</p> <p>No response</p>
1 3	<p>INSURANCE CONTACT INFORMATION</p> <p>Provide the name, phone number and email address of a responsible individual within your company who will coordinate insurance matters.</p> <p>Brandon Christopher - brandonscottchristopher@buddytheball.net - 808 264 7735</p>

RFP Evaluation Matrix

Rating/Score	Definition & Criteria	
Exceptional	<p>Proposal demonstrates an excellent approach that would result in above and beyond attainment of all requirements and objectives. Proposed approach has numerous strengths and no weaknesses. Proposal provides advantages and no disadvantages and can be expected to result in outstanding performance. The solutions proposed are very low risk. Proposal is clear, all requirements are met and demonstrates a clear understanding of the project and requirements.</p>	
Good	<p>Proposal demonstrates a sound approach that would exceed most of the requirements and objectives. Proposed approach has numerous strengths and a few minor weaknesses, and no deficiencies. Proposal provides advantages and few disadvantages, which collectively can be expected to result in better than satisfactory performance. The solutions proposed are low risk. The proposal is clear, all requirements are met and demonstrates a clear understanding of the project and requirements.</p>	
Acceptable	<p>Proposal demonstrates an approach that is capable of meeting all requirements and objectives. Proposed approach has strengths and weaknesses, but not deficiencies. Proposal provides advantages and disadvantages, but disadvantages do not outweigh advantages. Approach can be expected to result in satisfactory performance. Solutions proposed may have moderate risk. Proposal is clear and demonstrates a general understanding of the project and requirements.</p>	
Rejected	<p>Proposal demonstrates an approach which may not meet all of the requirements of the solicitation. The proposal may have some strengths, but there are more weaknesses and there may be a deficiency in one area. Advantages are outweighed by disadvantages, may pose a significant risk and approach may result in unsatisfactory performance. Proposal may not be clear.</p>	
Qualifications & Experience	Work Plan	Personnel
Exceptional 30-40 points	Exceptional 27-35 points	Exceptional 20 points
Good 20-29 points	Good 19-27 points	Good 15 points
Acceptable 10-19 points	Acceptable 10-18 points	Acceptable 10 points
Rejected < 10 points	Rejected <10 points	Rejected <10 points