

## **Protest of Award of Contract**

Contract: 240180-TF Tennis Operator for All American

Person Protesting:

Buddy the Ball LLC

1651 S Buffalo Drive

Las Vegas, NV 89117

Individual authorized to protest:

Brandon Scott Christopher

CEO, Buddy the Ball

808-264-7735

brandonscottchristopher@buddytheball.net

Date: April 8, 2024

### **I. INTRODUCTION**

Buddy the Ball (“Buddy”) is hereby protesting the award of the City of Las Vegas (“City”) RFP project 240180-TF, which was awarded to All In Tennis Academy (“All In”). The protest is based on the following reasons, as outlined in detail below:

(1) The City failed to meet the requirement of awarding the contract to the bidder who provided the most advantageous proposal to the City and failed to award the contract to the bidder who offered the proposal, which was in the City’s best interest, in violation of the RFP Proposal Instructions.

The RFP Instructions, provided by the City, outlined the deciding factors the City must evaluate when deciding to make an award: “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.” Here, the City failed to follow its own instructions because it did not choose the proposal that was the most advantageous and in its best interest. As shown by all of the evidence and information outlined below in this Protest, the proposal submitted by Buddy the Ball was more advantageous and in the City’s best interest.

As demonstrated in greater detail below, a comparison of scores between Buddy and All In show that despite offering less services and less benefit to the City, All In was

inexplicably awarded higher scores. Further, All In's proposal offered nothing in terms of community engagement. When the City re-opened this contract for a new RFP, one of the few new categories added to the new RFP was requesting information on community engagement. Despite the fact that All In provided no response to this request, it received high scores in this category, including a perfect score from one evaluator. This does not comport with the City's own criteria stated in the RFP.

(2) All In's proposal was supported by demonstrably false information that should not have been relied on by the City in making the award. As described in more detail below, All In (who apparently complained earlier about alleged false statements made in Buddy's application—even though the statements in question by Buddy are in fact **true**) bolstered its proposal with false statements in an effort to deceive the evaluators into thinking its proposal was superior to its competition.

(3) The City appears to have violated various statutes applicable to RFP awards. First, applicable Nevada statutes state that an officer may not provide proprietary information regarding the contract or provide any information regarding other responses provided by another person, unless such information is available to the general public. (NRS 332.810; NRS 332.061). As described in more detail in this protest, it appears that All In was somehow able to obtain information regarding Buddy's initial proposal, despite never having made a request through public channels. All In somehow knew proprietary details of Buddy's proposal on the first round, and was apparently able to copy Buddy's proposal's format and style in its second RFP attempt after losing to Buddy the first time around. While Buddy is very hesitant to make such serious allegations based on circumstantial evidence (albeit considerable circumstantial evidence), it appears All In had access to the proposal it lost to, giving it an unfair advantage during the second RFP process.

Because of the problems with the RFP procedures outlined herein, in which All In was improperly given a second bite of the apple to submit a proposal replete with false statements that attempted to copy Buddy's previous winning proposal, the Recommendation for Award to All In should be rescinded, and contract 240180-TF should be awarded to Buddy the Ball, as it was initially recommended in November 2023 with proposal 230234-DG-A.

## **II. Analysis and Summary of Argument**

In the analysis below, I have thoroughly analyzed both All In's written proposal and Buddy's, converting them into unbiased bullet points, side-by-side. I've done so with the City's best interests in mind, presenting facts as they stand. Each question they're meant to address is accompanied by the corresponding bullet points, **along with the scoring allocated to each category.**

I've obtained and reviewed the written proposals and evaluations from both rounds through Public Records requests. Upon scrutiny, it becomes apparent that almost every answer presents equivalent offerings, except Buddy the Ball consistently provides more, whether in experience, professionalism, or service. And we can validate and demonstrate all the points listed.

Since the second RFP process didn't involve any live presentations and cannot be influenced by personal relationships, **the decision must solely rely on the written proposals.** (Unlike the first RFP won by Buddy, in which case the bidders presented their proposals to the City—and All In finished in third place). Despite Buddy's proposal offering significantly more in terms of experience, professionalism, and service, we inexplicably received a lower score. While the difference in scoring isn't substantial, All In received a near-perfect score, resulting in them being favored.

Interestingly, comparing All In's new proposal with their original one from November reveals identical content, with only minor additions like two new coaches, which aren't pivotal. (One of whom, Joaquin Castruita, currently works at All American and said he would work for anyone who offers him a job.) All In added superficial language to its second proposal, but the core content remains unchanged.

Strangely, All In's original proposal scored 72%, yet with the new evaluation, they nearly achieved a perfect score with essentially the same content. If this isn't favoritism, I don't know what is. They offer less than us, maintain consistency from their previous proposal, and the terms remain very similar to the original RFP. Despite this, All In receives a higher score and is recommended for the award.

Considering the City's best interests, fostering competition is crucial. While All In Academy excels from within their Spanish Trail HOA, they already operate there and are establishing their own private facility. On the other hand, removing Buddy the Ball from the city would be taking an important competitor out of play, being a disservice to the tennis industry.

Buddy the Ball already has a significant presence in the local school system, and personally, both Misha (as the current contract holder) and I have experience operating All American tennis club. The Buddy the Ball concept has been tried and tested there for the past decade. It's an opportunity for us to take management and enhance its program with our strong ties to schools, community events, and other clubs. This strengthens the overall tennis industry in our city, instead of giving All In an unfair increase to its market share.

Therefore, it would be in the City's best interest to entrust Buddy the Ball with running All American Park. Not only do we offer more value for the investment, but it also sustains healthy competition within the industry. Ultimately, this decision impacts tennis services, and promoting a thriving tennis community will benefit everyone involved.

**A. Summary of Written Proposals to Show Best Interest to the City**

Below is a comparison of the scoring for each of the deliverables requested by the City in 240180-TF RFP, which demonstrates why Buddy The Ball’s proposal was far better for the best interests of the City.

Buddy the Ball Written Proposal Vs. All In Written Proposal

240180-TF RFP - Scope of Work + Evaluation

Section 1

N/A

Section 2 – Qualifications and Experience:

a) Offeror’s Experience

The first section requested information about the Offeror’s experience. In this section, please note that All In does not list anything to demonstrate how they are currently impacting the community, which was a requirement of the RFP. Despite not providing any information about their impact in the community, one evaluator gave them a perfect 40. This alone should be an impossibility. It is also noted that somehow All In scored 5 pts higher than Buddy the Ball in this category for the following three points.

All In received scores of 35, 40, 35 from the three evaluators for the following “experience”:

- Has 200 students and runs 27 clinics per week.
- Focuses primarily on juniors.
- Has a flexible junior schedule.

This is literally all of the “experience” listed by All In. Buddy the Ball, on the other hand, scored 40, 30, 35 for the following experience:

- Founded year and clear purpose, which is to bring the sport of tennis to youth and adults.
- BTB School Program, which focuses on Inspiration, Fun, Fundamentals to help people prosper beyond a challenging barrier to entry. **Buddy the Ball has 570 students, with projections to have 625 students in April of 2024.** This School Program has expanded to 4 cities, while the majority are in LV, many in Ward 2 where All American Tennis Park is located.
- They host events at All American for BTB School Program students.
- Operating 68 schools is like operating a facility with **68 courts**. Must consider four variables - coach, school, parents and students.

- **Host regular school assemblies** (community engagement).
- Implementation of a new operating system. This is a dynamic software, built for classes.
- Elaborates on management of coaches, schools, parents, and students.
- **Key Performance Indicators.**
- Sales Process of growing a program.
- **Brandon Christopher direct experience with operations of All American. His experience at All American ranges from juniors to adults to league play and more, since 2014.**
- Live Appearance by tennis Mascots.
- **10 professionally organized events with professional partners, local, regional, national, and international.**
- School Visits.
- Numerous BTB hosted Events.
- **Clothing Production and Distribution. BTB has supplied custom apparel for 8 different pro shops.**
- **BTB has supplied team uniforms to custom, team-specific 5 Las Vegas high schools.**
- Video Production - An official YouTube channel to promote tennis.
- Bounce Big Foundation. 501c3 approved. Mission is to empower and promote physical and mental health through tennis and reading.

Given the foregoing comparison between the offerings in response to Section 2(a) of the RFP, it is clear that Buddy the Ball offers far more to the City, and deserved a higher score when looking at Offeror's Experience.

b) n/a

c) Key Personnel Experience (Section 2(c))

Both All In and Buddy the Ball scored a perfect (20, 20, 20) from the three evaluators in this section, even though Buddy the Ball carries an far more well-rounded tennis and business team. As outlined in Buddy the Ball's proposal:

- Brandon Christopher is a more experienced tennis player than anyone from the All In Team;
- Kelly Larson is a **financial expert and CPA** who can **run KPI's and professional reports;**
- **Ryan Greer, the COO, is an expert in sales and marketing;**
- **Huseyin Polat is an expert in technology, websites, and digital marketing;**

- Misha Yevtich, a more experienced tennis player than anyone from the All In Team, and the current director of All American, and runner-up in November RFP;
- David Bryner is an expert coach, as a former understudy from world-renowned coach, Vic Braden;
- Plus 11 part-time tennis coaches.

The experience and professionalism of both teams do not match when considering running a tennis program and the business of a tennis club. Meanwhile, Joaquin Castruita, who is listed on All In's written proposal is currently working at All American Tennis Park (does not even work for All In currently) and has publicly stated that he will work for whoever operates the park.

#### d) Workload Accomplishment

Both parties list the different work schedule and capacities of their teams. (Please note that All In will be spread thin trying to run their program at three facilities. Buddy the Ball is only trying to run one facility, and again this can serve as a home base and feeder from the already-operating school program.

### Section 3 – Work Plan:

Section 3 asked for a proposed approach to meet the requirements of the RFP. When comparing Buddy the Ball's work plan to All In's, it is important to note the difference in both tennis services offered, and financial projections. When doing this comparison objectively, one finds that All In receives a perfect score for offering much less services to the City than Buddy the Ball offers:

**All In scored 35, 35, 35** (a perfect score from the three evaluators) with the following responses to Section 3:

#### a) Personnel (as described by All In in its RFP proposal):

- Scott and Iren USPTA Certified instructors with over 30 combined years coaching experience.
- One of them will always be present at All American
- Vision is to offer dynamic program catering to individuals of all skills and ages, fostering community engagement.
- Relationship between All American Park and All In is a boon for aspiring players.
- Pre-existing waiting list of children and adults.
- Curated curriculum.
- Two directors learned under the guidance of Scott and Iren.
- Scott and Iren bring passion for nurturing talent and a sense of belonging in the community.

#### b) Tennis Services

Private lessons, semi-private lessons, hitting sessions, junior clinics, adult clinics, adult leagues, junior tournaments, summer/winter camps, pro shop.

c) Operations and Maintenance

- Proshop hours - Weekdays 8 hours per day
- Weekends 4 hours per day
- Tennis court hours - 12 hours every day
- Maintenance - they write they are compliant with city regulations.

d) Reporting

Implementing online software to manage court books and payment processing. At the end of each month, will provide comprehensive accounting summaries.

e) Financial Projections

- They provide a 12-month projection through an excel sheet. The actual numbers are blacked out by Public Records, but working backwards based on what the contract is worth to the city they project an **estimated \$800,000 in annual revenue**.
- After the excel sheet they write Revenue from private lessons, a youth program, and adult program, adult leagues, tournaments, and the pro shop. They list operating expenses as salaries, gross revenue fee, utilities, repairs, merchant bank fee, insurance, telephone and internet, advertising, office supplies, equipment, facility fee to the city, tv charges, court resurfacing.

f) Scholarship Opportunities

- Currently 10 students on full or partial scholarship.
- Dedicated to extending need-based scholarships to assist families.
- Sibling discounts and military and first responders.
- Offer trial classes.

**In comparison, Buddy the Ball scored 30,35,32 (8 points less than All In's perfect score) with the following response to Section 3 regarding its proposed work plan):**

a) Personnel

- Serve the community and continuously analyze community participation, and make adjustments accordingly.
- At a minimum level, Operator shall offer tennis lessons to the general public and league play.
- Able to meet and exceed the minimum expectations of City of Las Vegas.
- Key staff indicates a range of business positions such as CEO, Head of School Program, Director of Merchandise and Apparel, Tennis Pro, CTO, CFO, CRO, 11 Parttime coaches, and a Tennis Consultant; and their roles with the facility.
- List of potential employees: All five employees who currently work at the club.

#### b) Tennis Services

- Junior development program (with 11 detailed supporting points), Adult Program (with 7 detailed supporting points), Private lessons, League Play, Online Booking System, Homebase for BTB School Program Coaches, Pro Shop, Fitness and Wellness Classes, Massage Therapy Sessions, Academic Tutoring Sessions, Sports Psychology Sessions, Lunch and Video Analysis Sessions, Pro Exhibitions and Workshops, Improve Facilities, Member referral Program, Free Open Days, Partner with Schools and Colleges, Use of Garage Space for Kids Indoor Training, Live Music Tennis Food and Mixers, Grand Slam Watch Parties, Monthly Breakfast Party, Local Business Promo Clinic Days, Memberships with Discounts for Local Businesses, Birthday Parties, Social Media Presence
- Detailed spreadsheet of anticipated facility usage based on days and times.

#### c) Operations and Maintenance

- Buddy the Ball is committed to safety.
- Buddy the Ball is a process driven company.
- Procedures in place for opening, closing, cleaning, and maintenance.
- Examples listed of what these task lists/procedures look like.

#### d) Reporting

- Buddy is experienced with monthly and annual financial reporting.
- Buddy has a CFO who is a CPA.
- Buddy already operates based on a budget and monthly forecasts. Buddy already produces reports, and tracks key stats to identify areas that need focus or correction.
- Buddy will bring same level of professional financial reporting to All American. All American would be set up as a division of Buddy with stand-alone financial statements, and it's own operating bank account.
- Deploy current POS software.
- All Buddy the Ball financial reporting is GAAP compliant.

#### e) Financial Projections

- Explain a detailed understanding of how the club was financially operating previously, as Brandon was actually present, and we've consulted with Misha, current manager, on matter.
- Financial Objectives to provide top tier tennis services, fairly compensate staff, create reserves for future capital projects.
- Additional revenue streams are being invested back into the Club through hiring additional staff, **community events**, preventative maintenance, and scholarships.
- Focus is to invest back into the club and **build community**.
- Income statement provided projecting 1.28 million dollars in annual revenue, with 2% EBITDA.
- Buddy projects paying \$25,566 due to the City of Las Vegas in addition to the rent.
- Buddy lists where specific amounts of revenue are projected to come from in the following categories: lessons, clinics, junior academy, league play, court rentals, pro shop sales, food and beverage, Fitness, Movement, Garage workouts, Massage, Tutoring, and Advertising.
- Detailed sheet on cost of sales.

- Administrative expenses.
  - Management overhead.
  - Scholarship contributions.
- f) Scholarship Opportunities
- Scholarships are awarded based on need, for partial or full.
  - Scholarships are funded through: Bounce Big Foundation, Contributions from Annual Profits (budgeted \$21K per year), Community Sponsorships.
  - Scholarship Committee.
  - Those on scholarship must uphold certain standards.
  - Application process and evaluation time period.
  - Optional renewals of scholarships.

When comparing the two proposals side by side, it is very clear that the tennis services being offered by Buddy the Ball are significantly greater than what All In offered in its proposal.

Importantly, when the City cancelled the original RFP for All American Tennis Park and initiated the new, current RFP being protested here, the requested financials for the first time, and asked for 2% of revenues and \$1000 rent (compared with 1% and \$800 in the first proposal). When comparing the two proposals, Buddy the Ball's revenue projections are higher, and would thus result in greater benefit to the City. When comparing other aspects of each offeror's financial proposal, it is clear that Buddy is offering more financial benefit and greater services, yet the RFP evaluators gave All In a perfect score, and did not give the same consideration to Buddy the Ball. This outcome clearly violates the City's own bid procedures, and gives grounds for granting this protest and awarding the contract to Buddy the Ball.

#### Section 4 - N/A

The summarize, there is no area where Buddy the Ball doesn't match, if not surpass, the written proposal from All In.

Digging further into Public Records, I also did a thorough comparison between All In's original written proposal and their new written proposal. The original, which scores a 72% and finishes in third place, hardly varies from the content provided in their new written proposal, which suddenly receives a nearly perfect score of a 96%, leap-frogging the original first and second place finishers, (who have now teamed up.)

#### **B. Comparison of All In's Initial Proposal to Second Proposal**

When this contract first was opened for bidding, Buddy the Ball was recommended for the award of the contract with a score of 86.3 (of out 100), and All In received a score of

72, which was third best behind Buddy and a second applicant. When the City cancelled the award of the contract to Buddy and issued a second, revised RFP (forcing Buddy to try to win the award a second time). In order for All In to make up all of the ground between itself and Buddy, one would expect that it made significant improvements to its initial bid. However, when examining its first and second bid, as shown below, there were not significant improvements at all.

Below is a summary of the differences between All In's first and second bid (differences between its written proposals for 230234-DG-A and 240180-TF):

All In Original Vs. All In New

Section 1: No differences

Section 2:

a) Offeror's Experience - **No differences**

b) Joint Venture - **No differences**

c) Key Personnel Experience -

Differences - added David DiMartino and Joaquin Castruita to their team (Joaquin does not currently work for All In; He works at All American already and said he'd be happy to work for anyone whoever gets the new contract)

d) Workload Accomplishment –

Original Written Proposal 230234-DG-A states:

Scott, Iren, Head Pro, Pro Shop Manager, Pro Shop Assistant, Tennis pro #1, Tennis pro #2, Tennis pro #3, Tennis pro #4

New Written Proposal 240180-TF states:

Scott, Iren, Erik, David DiMartino, Joaquin, Manuel Gomez, Michael Murdasanu, Sa Babayan, Brook Boyd, and for the pro-shop they say their eager to hire Jason from All American, and if not him they will use Parker Graham. Additionally, they added Lyudmila Kotseva to manage pro shop.

Section 3:

a) Personnel

The differences here raise more questions than anything. The Original Written Proposal 230234-DG-A states that Scott and Iren are both certified coaches and will both operate the facility full-time. Furthermore, they have 9 coaches ready to coach, and "multiple coaches" in town who are interested in working with them.

The New Written Proposal 240180-TF states: Scott and Iren are committed to excellence. “Whether it’s Scott or Iren, one of them will always be present at All American Park, diligently overseeing every facet of our comprehensive program.” (Difficult to stay true to this with three facilities) They also write “The symbiotic relationship between All American Park and All In Tennis Academy is a boon for aspiring players.” They write that they have a pre-existing waiting list comprised of both children and adults. (Where is this waiting list?)

b) Tennis Services – **No differences**

c) Operations and Maintenance - **No differences**

d) Reporting - **No differences**

e) Additional work (This requirement from City is in original RFP 230234-DG-A)

Here they write they would like to negotiate building more courts and renovating the tennis shop.

e) Financial Projections (This requirement from City is in new RFP 240180-TF)

They provide a 12-month projection through an excel sheet. The actual numbers are blacked out by Public Records, but working backwards based on what the contract is worth to the city they project an estimated \$800,000 in annual revenue.

After the excel sheet they write Revenue from private lessons, a youth program, and adult program, adult leagues, tournaments, and the pro shop. They list operating expenses as salaries, gross revenue fee, utilities, repairs, merchant bank fee, insurance, telephone and internet, advertising, office supplies, equipment, facility fee to the city, tv charges, court resurfacing.

f) Scholarships (This is in the new RFP only)

All In’s new written proposal 240180-TF states:

“At All In Tennis Academy, we take pride in our commitment to accessibility and inclusivity. Presently, over 10 children benefit from either full or partial scholarships, providing them with the opportunity to engage in our programs. Furthermore, we are dedicated to extending need-based scholarships to assist families in covering the costs of tuition and acquiring necessary tennis equipment for their children. In addition to these scholarships, we proudly offer sibling discounts and extend our gratitude to military personnel and first responders through special discounts.”

When comparing All In’s first proposal to its second proposal, very little changed overall. There were, however, some additional filler words added the second time around, which were not present the first time around—all of which were coincidentally used

repeatedly by Buddy in both of our proposals. The coincidence is of 6 key words: “Flourish, Talent, Passion, Environment, Collaborate, and Community.” All In did not use these words in its first proposal but used them throughout their second proposal (perhaps after seeing Buddy’s winning proposal). It’s too much of a coincidence that they would suddenly use the same 6 words to describe themselves that we used all throughout our original written proposal from the initial project. They don’t use any of these 6 words once in their original written proposal.

#### Section 4 – N/A

No difference

#### Summary and Argument:

As you can see when comparing the two proposals provided by All In for the original, and then for the revised, RFP in this matter, All In does not offer much more in its second proposal. Yet, they received a very significant increase in scoring, allowing it to somehow surpass Buddy the Ball’s scoring. Something is not right here, and we are asking the City through this review process to please take a closer look.

It is our understanding that some or all of the three evaluators were different from the first RFP to the second RFP. If that is the case, then it is perplexing why there was significantly less due diligence by the City on the second proposal. Specifically, on the first proposals the applicants were invited to give final presentations. But this did not happen on the second go around. If decisions were made based on the new information alone, it is clear that the Buddy proposal was significantly improved from its first proposal, when it was a clear winner over All In with a score of 86.3% to 72%. However, without significant improvements and with less information presented to the evaluators on the second RFP, All In was suddenly given a significantly higher score.

When evaluating these proposals objectively and with the City’s best interests in mind, there was no improvement from the first to the second proposal. Again, one of the key changes made by the City from one RFP to the next is Community Engagement. All In Academy offers nothing to answer this question. Also, they do not show any experience with an adult program. (This neglects the actual people who currently make up the biggest customer base at All American.) Given the totality of the circumstances, the award should have gone to Buddy the Ball after the second round of RFPs, just like it did the first time.

## **II. Untrue Statements Used to Support All In’s Proposal**

Another reason why we are protesting is because All In’s written proposal is supported by various false statements. Generally speaking, an organization putting in for an RFP is not allowed to bolster its application with demonstrably false statements.

From Section 2 (a) All In writes: “This will be the only privately built and owned tennis facility in the city” (referring to the facility they are currently building). This statement is not true. Red Rock Country Club for instance is a privately built and owned tennis facility.

From Section 2 (c):

Original Written Proposal 230234-DG-A states:

“Scott’s tennis academy is the fastest growing junior tennis program in the city.”

New Written Proposal 240180-TF states:

“His own venture, ‘All In Tennis Academy,’ has flourished from just 25 kids in 2014 to over 200 today, marking it as the city’s fastest-growing junior tennis program.”

These above statements from All In are not true. They are claims made, without doing their homework. Buddy the Ball School Tennis Program grew from six students in 2020 to over five hundred students by the time of the original RFP in November of 2023 and even more by the time of the new RFP in February of 2024. In Las Vegas, Buddy’s student base is 204 students. In Henderson 104 students. Doing this in only three years’ time makes it three times as fast as the growth from All In.

Original Written Proposal 230234-DG-A states:

“Scott’s academy is recognized in the city as having the best 12 and under developmental programs as well as one of the best developmental programs in the country.”

There is no basis provided for this statement. In the country? According to who? All In removed this statement from their new RFP.

From Scott Schneider’s resume:

New Written Proposal 240180-TF states:

“Notably, he is also a respected a well sought after speaker and trainer for many tennis associations, on a national and international level.”

This statement appears to be a response to Buddy the Ball’s original application, which rightfully points out that founder Brandon Christopher has extensive experience speaking at schools throughout the Las Vegas Valley. With regard to Mr. Schneider’s new inclusion on his resume on the second proposal, it is unclear which tennis associations he has spoken at, and especially unclear whether he has ever spoken “on a national and international level.” This appears to be a fabrication or, at best, is exaggeration/fluff aimed at lessening the obvious gap between All In’s initial proposal and Buddy’s proposal.

It appears that these facts, statements, and omissions in All In’s proposals were not checked or verified. All In should have been held accountable, at least in their score. It appears they can just say anything and should cause the evaluators to call into question

the accuracy of the remainder of All In's proposal. Had an interview or final presentation been conducted this time around, perhaps these misstatements could have been vetted more closely.

### **III. Violations and Abnormalities Pertaining to the Release of Information from Buddy's First Proposal**

It appears that All In was somehow able to obtain information regarding Buddy's initial proposal, despite never having made a request through public channels. All In somehow knew proprietary details of Buddy's proposal on the first round and was able to copy Buddy's proposal's format and style in its second RFP attempt after losing to Buddy the first time around. While Buddy is very hesitant to make such serious allegations based on circumstantial evidence (albeit considerable circumstantial evidence), it appears All In had access to the proposal it lost to, giving it an unfair advantage during the second RFP process.

The following sequence of events are what gives rise to my belief that All In somehow obtained a copy of Buddy's first proposal after they found out they had lost the award to Buddy, despite the fact that **there is no record from Public Records of anyone requesting our original written proposal. There also happens to be indications that their new All In written proposal matches up in format and some language with the original Buddy the Ball proposal.**

#### Timeline of Events:

- 1. August to November 2023:** Darren Gibbs, a senior buyer for the Purchasing and Contracts department of the City of Las Vegas, oversees the Request for Proposal (RFP) process for Project: 230234-DG-A All American Park Tennis Operator. This process begins in August 2023 and extends until November 2023. During this time, Gibbs manages the issuance of the RFP and oversees the evaluation of proposals from six applicants.
- 2. November 15, 2023:** After a comprehensive evaluation process, which **includes a finals presentation** involving three of the seven applicants, an award is recommended. It's implied that the process reaches an advanced stage under Gibbs' supervision. If they felt it was important to do presentation's the first time they should have done it the second time especially since it was all new evaluators. This is an opportunity for the evaluators to ask questions to determine what is in the best interest of the city.
- 3. November 21, 2023:** Tonya Kemble, manager of Purchasing and Contracts, assumes control of the RFP process. She announces the cancellation of the contract and declares that all further communication regarding the RFP will go through her. This abrupt change indicates a shift in leadership and direction within the department.

4. **Between November 15 and 21, 2023:** Verbal communications among the tennis community indicate dissatisfaction from All In's manager, Scott Schneider, one of the three finalists vying for the contract. Schneider's displeasure suggests potential disagreement with the decision regarding the contract award. There is also suspicion that Buddy's RFP Proposal was released to Scott Schneider during this time period because specific information from that proposal started to circulate the tennis community.

5. **Friday, November 24,** approximately 1:30 pm at the Peccole Ranch Park Playground, Brandon Christopher and his wife meet Scott and Iren Schneider, of All In Academy, to discuss potentially partnering on the next RFP. Brandon opened dialogue with "I was recommended for award the first time around, so if we do it again, Buddy the Ball clearly makes for a good partner."

Iren immediately responded with an accusation containing private information, "**there's no way you have 500 students in your program.**" Brandon said, "we do indeed. How do you know we have 500 students?" Iren said: "**we saw your proposal.**"

\*\* Importantly, there is no record from Public Records of anyone requesting our original written proposal. I spoke with Robyn Rickard, Contracts Assistant in Finance/Purchasing and Contracts, and Denise Marcella, Quality Assurance Administrator, both of whom searched the system to find out how Buddy's proposal would have gotten out to All In, but did not find any prior requests. There also happens to be indications that the new All In written proposal matches up in format and some language with the original Buddy the Ball proposal. Thus, if All In gained access to Buddy's proposal, it was not through the authorized channels of requesting it from the City after the award was made to Buddy the Ball.

6. **November 27, 2023:** I had phone calls and WhatsApp communications with individual from USTA Nevada, who asked to stay anonymous. They said they heard someone "poked holes" in the Buddy the Ball RFP. They said they heard that someone complained that my RFP had false information on it (supposedly they claimed that Buddy didn't have 500 students, and that I didn't play 5 years of pro tennis tournaments – even though it is absolutely true that Buddy the Ball has well over 500 students in its programs, and I did in fact play several years of tennis on professional circuits in Australia and the United States, and professional events in Mexico). This person later helped me draft a letter to Tonya Kemble to give evidence that the 500 students and 5 years of pro tournaments were accurate.

7. **November 29, 2023:** In response to the sudden cancellation of the contract, Buddy the Ball hired the services of Bob Gronauer, an attorney from Kaempfer Crowell, to investigate the reasons behind the decision to cancel the initial award and open a new RFP. Gronauer's investigation also indicated that there were complaints or a complaint by "someone" about these same statements in the Buddy the Ball proposal.

8. **February 8, 2024:** A new RFP (Project: 240180-TF) is issued under the oversight of Tressa Fernandez from the Purchasing and Contracts department. This new RFP contains minor changes compared to the original, including adjustments to project numbers, requirements related to certifications and community impact, financial projections, changes to conditions related to resurfacing the tennis courts, and revised payment terms. Despite these relatively minor changes, the overall scope of the RFP remained largely consistent with the previous one.

9. **March 15, 2024:** Luke Boyd, claiming to be the owner of an Electric Bike Shop, visits All American Tennis Park to speak with All American employee Sachi Kobayashi to express interest in **subleasing space from Scott Schneider's All In Academy**. Boyd's visit and subsequent inquiries about the facility border on harassment, prompting Kobayashi to ignore his attempts.

\*\* Mr. Boyd's appearance at this point—despite no award having been made to All In—is very suspicious; it was as though All In already knew they would win the contract weeks before the City announced the result of this RFP. He spoke as though he had already been informed that All In won the contract.

10. **March 18, 2024:** Julian Serrano called Brandon Christopher to tell him Conrad Corano, manager of Game-Set-Match, claimed that he heard All In already won the bid. More rumors begin circulating among regular tennis players at All American Tennis Park after that, regarding the potential award of the new contract to All In Academy and Scott Schneider. These rumors spread quickly within the community, raising concerns about the fairness and transparency of the procurement process.

12. **March 28, 2024:** Tressa Fernandez sends an email recommending All In Academy for the award of Project: 240180-TF Tennis Operator All American Park. No finals presentation took place so the evaluation must have strictly been based on the RFP's alone. No explanation is provided for this recommendation, raising further questions about the decision-making process.

13. **March 29, 2024:** I emailed Tressa asking for an explanation and for the proposal from All In Academy.

15. **April 1, 2024:** Follow-up calls and emails between me and Tressa Fernandez. Tressa said a formal protest can be made within the proper channels, and a \$43,000 deposit. She said any requested records must go through Public Records.

16. **April 8, 2024:** This protest is filed.

As the timeline demonstrates, it appears that All In Academy somehow was able to get a second chance at winning this contract, and somehow was able to obtain Buddy the Ball's proposal and try to conform its new proposal to close the gap between Buddy's and All In's proposal. It's patently unfair for a losing bid to get a second chance with new

evaluators, based on slanderous, false complaints made against the winning bidder. But despite these advantages, All In's proposal was still not as good as Buddy the Ball's proposal, which should have been awarded the contract on the re-do just like it was awarded the contract initially.

In light of all of the information above, we are asking the City to please carefully review the procedures and history of this RFP, and to grant our Protest. For the reasons listed above, Buddy the Ball is the best contractor to be awarded the contract for the All American Tennis Park. Please grant this protest and award RFP 240180-TF Tennis Operator for All American.

Sincerely,

Brandon Scott Christopher

CEO and Co-Founder, Buddy the Ball

808-264-7735