

BRANDON T. FLANAGAN

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January 31, 2021

City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, FL 33064

To Whom It May Concern:,

It is with enthusiasm that I submit our proposal to manage the Lighthouse Point Tennis Center on behalf of our company, FM Tennis. We founded FM Tennis with the goal of providing top-notch professional services to tennis clubs and facilities in South Florida.

Our Company Mission:

- Enrich lives through sport and recreation
- Provide an unparalleled level of service
- Help students enjoy the process and improve
- Increase participation in racquet sports

We have developed a **successful process** that helps us carry out our mission:

- Build long-term transformational relationships based on mutual respect, trust, and consistency
- Create opportunities for play through innovative clinics and events
- Provide great instruction in conjunction with unparalleled professionalism and service

Portfolio Highlights:

- Delray Dunes Golf & Country Club
 - Increased participation by creating new adult clinics and IntraClub Team Tennis
- The Delray Beach Club
 - Our 25 yearly weekend events, adult clinics, junior clinics are consistently waitlisted
- Boynton Beach Tennis Center
 - Rejuvenated a previously inactive tennis center and introduced pickleball instruction
- St. Joseph's Episcopal School
 - Bolstered after school program numbers by 150%
- FM Tennis Performance Center
 - Tennis specific fitness, physical therapy, mental performance, nutrition, and racquet stringing

In addition to our successful process and track record, our **team concept** can add unprecedented value to the Tennis Center. We are excited about the potential partnership. We look forward to hearing from you.

Sincerely,

Brandon Flanagan
Co-Founder, FM Tennis

Enclosures: FM Tennis Executive Team Resumes



TENNIS

Tennis Center Management

City of Lighthouse Point

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Experience & Qualifications

Our Company



FM Tennis co-founders, Brandon Flanagan and Allington Mutimer have a professional relationship that spans 13 years.

They founded FM Tennis in 2015, with the goal of furthering their mission of enriching lives through the sport of tennis.



FM Tennis is a local, family-oriented company. We always put our clients and community first.

We provide tennis services for public facilities, private clubs, and private schools—with our primary goal of increasing participation.



★ 5-stars on Facebook, Groupon, Mindbody, and Classpass

★ 4.8 stars on Google

❤️ 1.4k follows on Instagram

👍 704 follows on Facebook

Our Portfolio

Boynton Beach Tennis Center

- ▶ Our partnership with the city has reinvigorated the tennis center
- ▶ Adult clinics and private lessons are consistently waitlisted

Delray Dunes Golf and Country Club

- ▶ Helped facilitate upcoming tennis facility renovation
- ▶ Increased participation by creating new adult clinics, an IntraClub Team Tennis season, and a joint golf and tennis summer camp

The Delray Beach Club

- ▶ Our 25 yearly weekend events, adult clinics, junior clinics, and private lesson availability are regularly waitlisted
- ▶ Facilitated addition of court lighting and court resurfacing
- ▶ Introduced team concept, which has enhanced member experience

Our Portfolio

FM Tennis Performance Center

- ▶ 5,900 square foot space in Boynton Beach opening September 2021
- ▶ Operational base for our professional staff and administrative team
- ▶ We offer personal training, physical therapy, sports massage, mental performance coaching, nutrition consulting, and racquet stringing

St. Joseph's Episcopal School

- ▶ Increased after school program attendance by 150%
- ▶ Partnered with Whispering Pines Day Camp for school break camps

St. Vincent Ferrer Catholic School

- ▶ Offering after school programs beginning Spring 2022

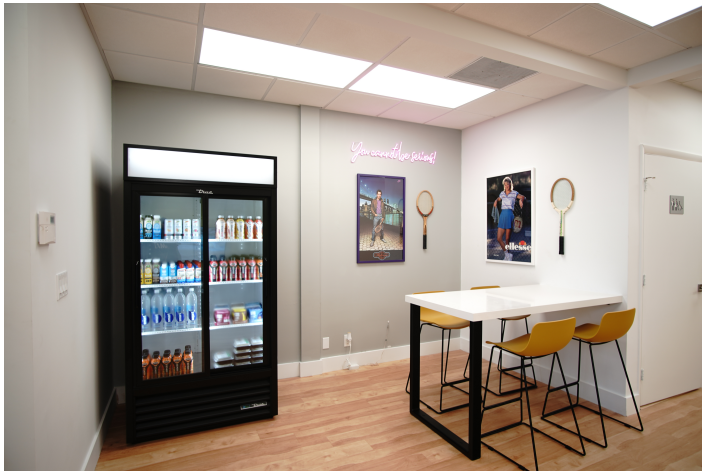
FM Tennis Performance Center



Reception and lobby



Retail and racquet stringing



Refreshments and Performance Meals



Physical Therapy Treatment Room

FM Tennis Performance Center



Cardio and Training Space



Keiser Functional Trainer



Indoor Training Court



Weight Training Area

FM Tennis Performance Center



Play. Perform. Recover.



Training Area from Mezzanine



Strategy and Video Analysis Room



GreatBase Tennis Podcast Table

Our Executive Team



Allington Mutimer
Co-Founder
Director – Delray Beach Club



Brandon Flanagan
Co-Founder
Director - Delray Dunes



Dennis Quaye
Proposed Director – Lighthouse
Point Tennis Center



Steve Smith
Director of Junior Development



Richard Woodroof
Director of Personal Training



Glennon Schafer
General Manager

Our Professional Team



Olga Vobornova
Junior Program Coordinator
Tennis Professional



Jason Bodine
Tennis Professional
Pickelball Professional



John Tierney
Tennis Professional



Liz Smith
Tennis Professional
Client Relations Manager



Elijah Brown
Personal Trainer

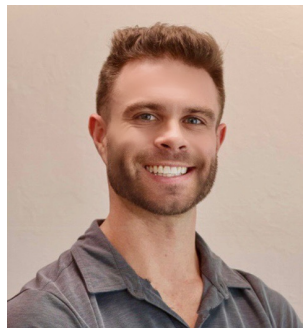


Nicole Erickson
Mental Performance Coach

Our Professional Team



Dr. Eric Otero
Physical Therapist



Dr. Tyson Young
Physical Therapist



Dr. Melissa Hochman
Physical Therapist



Marcos Gigena
Massage Therapist



Jackie Kaminski
Nutritionist



Sara Conrad
Yoga Instructor

Programs & Services Overview

FM Tennis provides world-class instruction and innovative programming for clubs and facilities in South Florida. We primarily capture the social and recreational tennis demographic. We pride ourselves on our ability to **retain clientele** and **increase participation**.

Our programs and services:

1. Adult Programs
2. After School Junior Programs
3. School Break Camps
4. Events
5. Private Lessons

Adult Programs I

inTENNSty | 2015-present

- ▶ Consists of HIIT basket work using our unique “rapid-fire feeding” and fast-paced competitive points accompanied by high-energy music on the boombox.
 - ▶ Boynton Beach Tennis Center | Wed 6:00-7:30pm & Sat 8:30-10:00am | \$25
 - ▶ Delray Dunes | Wed 6:30-8:00pm | \$20
 - ▶ Delray Beach Club | Tues 6:30-7:30pm | \$15

Skills, Drills, & Games | 2020-present

- ▶ Instructional clinic that gets beginners and intermediate players improving, exercising, and learning strategy. Instrumental in increasing tennis participation at the club.
 - ▶ Delray Dunes | Mon 6:30-8:00pm | \$20

Ladies Clinic & Men's Clinic | 2020-present

- ▶ Complimentary clinics that are consistently waitlisted.
 - ▶ Delray Beach Club | Tues & Thurs 9:00-10:00am | Complimentary

Adult Programs II

Mixed Clinic | 2020-present

- ▶ Men and women mix together for an instructional clinic combining technique, strategy, games, and fitness.
 - ▶ The Delray Beach Club | Wed 4:30-5:30pm | \$15

Parent-Child Clinic | 2020-present

- ▶ Parents and children learn and play together. We teach effective strategies on how they can benefit from practicing together.
 - ▶ The Delray Beach Club | Sun 1:00-2:00pm | \$15

Ladies Team Practice | 2020-present

- ▶ Weekly team practices for women's league teams. Popularity of practice lead to adding an additional weekly session.
 - ▶ The Delray Beach Club | Mon 9:00-10:30am & 10:30-12:00pm | \$20

Adult Programs III

Millennial Tennis | 2019-2020

- ▶ Marketed to millennials as a fun alternative to the typical tennis clinic. We used compression balls to level the playing field and played music to create an energetic atmosphere. We organized engaging social events after each clinic. This program was suspended due to Covid.
 - ▶ Boynton Beach Tennis Center | Thurs 6:00-7:00pm | \$15

Millennial Tennis + Yoga | 2020

- ▶ Due to the success of Millennial Tennis, we added a Sunday class with an additional 30 minute Yoga session after tennis. A certified professional was hired to teach the Yoga component. This program was suspended due to Covid.
 - ▶ Boynton Beach Tennis Center | Sun 10:00-11:30am | \$20

Ladies Teams | 2008-2015

- ▶ Coached both SPBCWTA and Palm Tennis ladies leagues. Traveled to matches, led practices, and team warm-ups. Our involvement didn't continue after we left the Delray Beach Tennis Center.
 - ▶ Delray Beach Tennis Center | Weekly practices, matches, and warm-ups | Practice: \$20 Warm-up: \$60/team Match Travel: \$120/team

Adult Programs IV

Wanna Work Out | 2008-2015

- ▶ Cardio drills followed by live-ball point play for all levels. Our involvement didn't continue after we left the Delray Beach Tennis Center.
 - ▶ Delray Beach Tennis Center | Mon & Wed 7:00-8:30pm & Sat 8:30-10:00am | \$20

Friday Night Mixer | 2010-2015

- ▶ We revitalized this program by incorporating more prizes, food and drinks, and elevating the customer service. We used the entire facility to have doubles matches between men and women.
 - ▶ Delray Beach Tennis Center | Fri 7:00-9:00pm | \$15

Sunday Round Robin | 2010-2015

- ▶ Using a similar model to the Friday Night Mixer, we increased attendance by providing juice and bagels, great customer service, and prizes.
 - ▶ Delray Beach Tennis Center | Sun 10:30-12:30pm | \$15

After School Junior Programs I

ROGY Junior Programs | 2021-present

- ▶ Junior programs for children ages 5-12. Red, orange, green, and yellow balls are used depending on skill level. Focus on agility, balance, and coordination with red ball, technical foundation with orange, introduction to strategy with green, and advanced technique and strategy with yellow.
 - ▶ Boynton Beach Tennis Center | Mon-Wed | \$15/hour
 - ▶ St. Joseph's Episcopal School | Thurs & Fri | \$15/hour

Enrichment | 2020-present

- ▶ After school program with juniors ages 5-12. Juniors are split into groups based on age and ability level. Red, orange, and green balls are used for different groups.
 - ▶ St. Joseph's Episcopal School | Thurs 3:15-4:15pm | \$20

Quaran-Team | 2020-2021

- ▶ Due to the Covid pandemic, we customized small groups of juniors and kept them with the same coach for six week periods, so there was no cross-contamination. This program was very successful and attracted a lot of interest. This program was discontinued as Covid restrictions were lifted.
 - ▶ Boynton Beach Tennis Center | Mon-Thurs | \$15/hour

After School Junior Programs II

Delray Dunes Junior Program | 2020-present

- ▶ Daily junior programs for club members. Class structure was changed to adapt to modern teaching methods using colored training balls. For ages 3-18.
 - ▶ Delray Dunes Golf & Country Club | Mon-Sat | \$15/hour

The Delray Beach Club Junior Program | 2020-present

- ▶ Introduced red, orange, and green ball classes to the membership. Classes help foster enjoyment in learning the basic skills of the game.
 - ▶ The Delray Beach Club | Mon & Thurs 4:00-5:00pm | \$15

High School Prep | 2019-2020

- ▶ Program designed for juniors ages 13-18 who were currently, or had goals to play high school tennis. Marketed to local high school tennis teams. This program was discontinued due to Covid.
 - ▶ Boynton Beach Tennis Center | Tues 5:30-7:00pm | \$25

After School Junior Programs III

Flanagan/Mutimer Tennis Academy | 2015-2019

- ▶ Advanced program for top Florida juniors training for tournaments. Many players now are among the best in the country. Tournament travel and fitness programming were important aspects of this program. This program was discontinued to focus more on growing the game at the recreational level.
 - ▶ Indian Spring Country Club | Mon-Fri 3:30-6:30pm | \$60

Homeschool Program | 2015-2019

- ▶ Daytime program for junior players who were homeschooled. This program was discontinued to focus more on growing the game at the recreational level.
 - ▶ Indian Spring Country Club | Mon & Tues 1:00-3:00pm | \$40

After School Junior Programs IV

Delray Beach Tennis Academy | 2014-2015

- ▶ Organized a High Performance Tennis Academy where advanced players would travel with their coaches to tournaments. This program was folded into our Tennis Academy at Indian Spring.
 - ▶ Delray Beach Tennis Center | Mon-Fri 3:30-6:30pm | \$55

Future Stars | 2009-2015

- ▶ Advanced program for top Florida juniors training for tournaments. Many players now are best in the country. Tournament travel and fitness programming were important aspects of this program. We decided to discontinue this program to focus more on growing the game at the recreational level.
 - ▶ Indian Spring Country Club | Mon-Fri 3:30-6:30pm | \$60

Tots & Super Tots | 2009-2015

- ▶ Afterschool program for kids ages 4-7.
 - ▶ Delray Beach Tennis Center | Mon-Fri 4:00-5:00pm | \$15

School Break Camps I

Whispering Pines Day Camp | 2019-present

- ▶ Partnered with Whispering Pines Day Camp to provide morning tennis instruction. Tennis campers fold into traditional day camp in the afternoon. Offered for ages 5-12.
 - ▶ St. Joseph's Episcopal School | Mon-Fri 8:30-3:30pm | \$305/week

Delray Dunes Golf, Tennis, & Swim Camp | 2021

- ▶ Created a first-time partnership with the golf program to offer golf and tennis instruction, along with swimming. Coordinated with lifeguards for swim supervision. Offered for ages 5 & up.
 - ▶ Delray Dunes Golf & Country Club | Mon-Fri 9:00-1:00pm | \$45/day

Boynton Beach Tennis Center Summer Camp | 2021

- ▶ Tennis Camp combining on court instruction and games, with use of Barrier Free Park's playground and splash pad after lunch. For ages 5-12.
 - ▶ Boynton Beach Tennis Center | Mon-Fri 9:00-1:00pm | \$165/week

School Break Camps II

Gulf Stream School Summer Camp | 2019-present

- ▶ Formed a partnership with Gulf Stream School to provide campers with weekly tennis classes. Incorporated fitness, instruction, and games. Ages 5-15.
 - ▶ St. Andrew's Country Club/Boynton Beach Tennis Center | Tues 10:00-11:00am | \$10/person

Flanagan/Mutimer Tennis Academy | 2015-2019

- ▶ Tennis Camp for tournament players and beginners alike during summer break and school holiday breaks. Tournament players mentored younger players. We incorporated technical instruction, fitness, cross-training, and video analysis. For ages 5-18. This camp was suspended after our transition to the Boynton Beach Tennis Center and St. Joseph's Episcopal School.
 - ▶ Indian Spring Country Club | Mon-Fri 9:00-3:30pm | \$330/week

Delray Beach Tennis Center Camps | 2009-2015

- ▶ Offered camps for 5-18 year olds for summer break and school holidays. Bolstered attendance by 700% over a seven year period. Offered a full-day and half-day option. This camp was suspended after our decision to form our business.
 - ▶ Delray Beach Tennis Center | Mon-Fri 9:00-3:30pm | \$275/week

Events I

Delray Dunes IntraClub Team Tennis | 2020-present

- ▶ Formed teams of men, women, and children to compete against each other within the community over the course of six months. Culminated with a single day championship event in April and a cocktail party/trophy presentation. Responsible for increasing tennis participation within the community
 - ▶ Delray Dunes Golf & Country Club | Monthly matches | \$45/person

The Delray Beach Club Men's IntraClub Team Tennis | 2020-present

- ▶ In response to Interclub Men's Leagues being suspended due to Covid, we formed teams of male players, organized schedule, formatted rules, and sent weekly score updates via email. It was such a success, even with Covid subsiding, we will be continuing next year.
 - ▶ The Delray Beach Club | Weekly matches | Complimentary

Delray Dunes Annual Events | 2020-present

- ▶ Scheduled, organized, and supervised six annual main events and four annual social events: Men's, Women's, Mixed, and Junior Club Championships, Multi-Generational Tournament, Team Tennis Playoff, Memorial Day Mixer, Labor Day Mixer, and two junior interclub tournaments. Designed prizes and custom apparel for each tournament.
 - ▶ Delray Dunes Golf & Country Club | \$15-\$35/event

Events II

The Delray Beach Club Annual Events | 2020-present

- ▶ Scheduled, organized, and supervised 25 annual events. Coordinated with the Delray Beach Swim & Tennis Club for court usage during larger events. Liaised with Tennis Committee to make adjustments. Organized refreshments and unique prizes for each event. Events range from social to competitive.
 - ▶ The Delray Beach Club | \$15/event

FM Tennis Client Appreciation Day | 2016-2018

- ▶ Treated our valued clients to a fun day of social doubles, food, and drinks. Our way of showing our appreciation to our clients. This event was suspended during our move to the Boynton Beach Tennis Center. Plans to start again in 2020, were upset by Covid. We plan to bring it back in 2021.
 - ▶ Indian Spring Country Club | Complimentary

Private Lessons

We believe offering tiered pricing based on position and level of expertise gives our clients more options. Here are our current lesson rates:

Director Lesson Rates

- Hour Lesson | \$85
- 1/2 Hour Lesson | \$45
- 2 Person Clinic | \$45 pp
- 3 Person Clinic | \$30 pp
- 4 Person Clinic | \$25 pp

Professional Lesson Rates

- Hour Lesson | \$65
- 1/2 Hour Lesson | \$35
- 2 Person Clinic | \$35 pp
- 3 Person Clinic | \$25 pp
- 4 Person Clinic | \$20 pp

Methodology & Business Plan

Our Mission

Enrich lives through sport and recreation

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Provide an unparalleled level of service

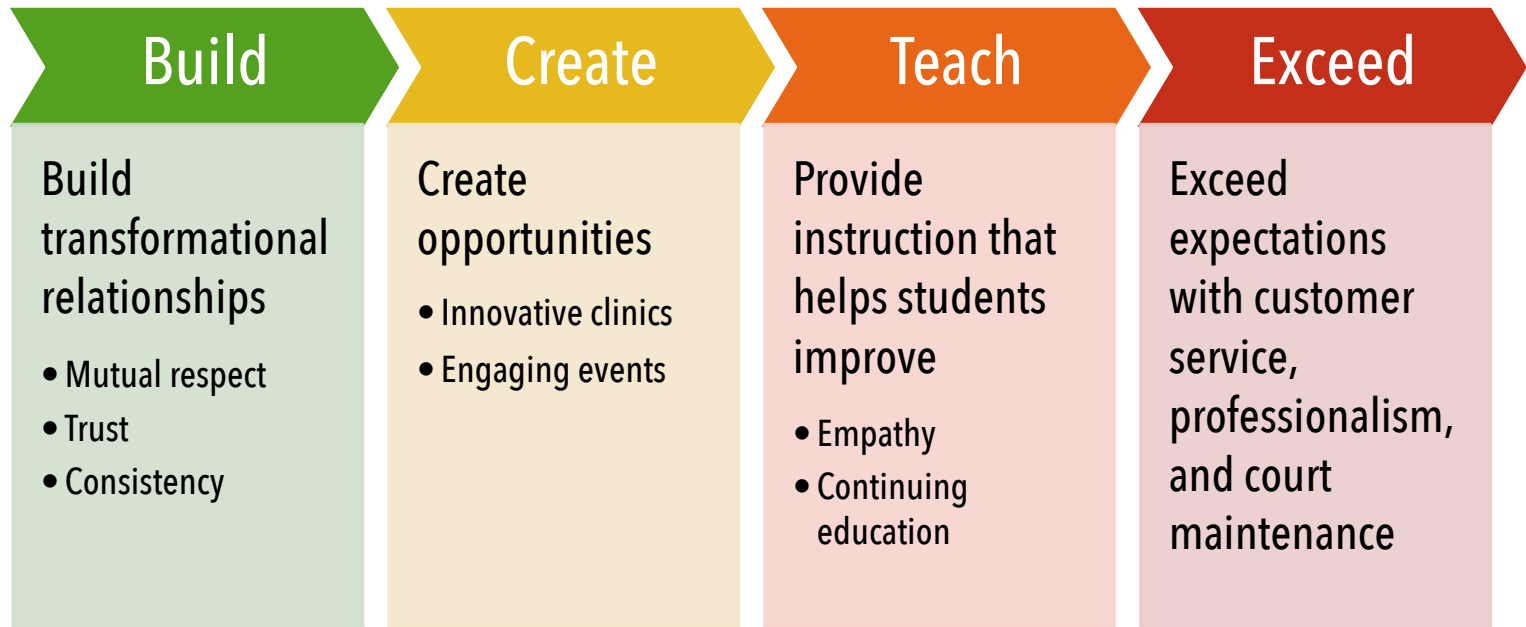
A yellow-green downward-pointing arrow connecting the second mission statement to the third.

Help students enjoy the process and improve

A green downward-pointing arrow connecting the third mission statement to the fourth.

Increase participation in racquet sports

Our Process



Assessment of Tennis Needs



Family-friendly



Community
Building



Top-Quality
Programs



Competitive
Pricing



Pro-Shop
Management

Our Proposed Solution

Highly Qualified Staff

- (1) USTPA Director of Tennis with 3+ years of experience
- (2) USPTA Tennis Professionals & Racquet Stringer
- FM Tennis oversight

Inclusive & Innovative Programs

- Competitively priced programs & lessons
- Programs for all levels
- Leagues
- Junior development classes & camps
- Ball machine rental

Comprehensive Marketing Strategy

- SEO optimized website
- Instagram & Facebook
 - Targeted advertising
- Email marketing
- Cross Marketing with FM Tennis

Consistent Event Schedule

- Junior Jamboree
- Century Cup
- Holiday Tournaments
- Parent/Child
- Pro-Ams and Exhibitions

Successful Partnerships

- USTA
- UTR
- Tennis related Non-Profits
- Community businesses

Well-Stocked Pro Shop

- Latest string tech
- Racquets & Demos
- Tennis balls
- Accessories
- LHP branded apparel

Proposed Costs to the Public

Director Lesson Rates

- Hour Lesson | \$85
- 1/2 Hour Lesson | \$45
- 2 Person Clinic | \$45pp
- 3 Person Clinic | \$30pp
- 4 Person Clinic | \$25pp

Open Clinics

- Hour Clinic | \$20
- 1.5 Hour Clinic | \$25

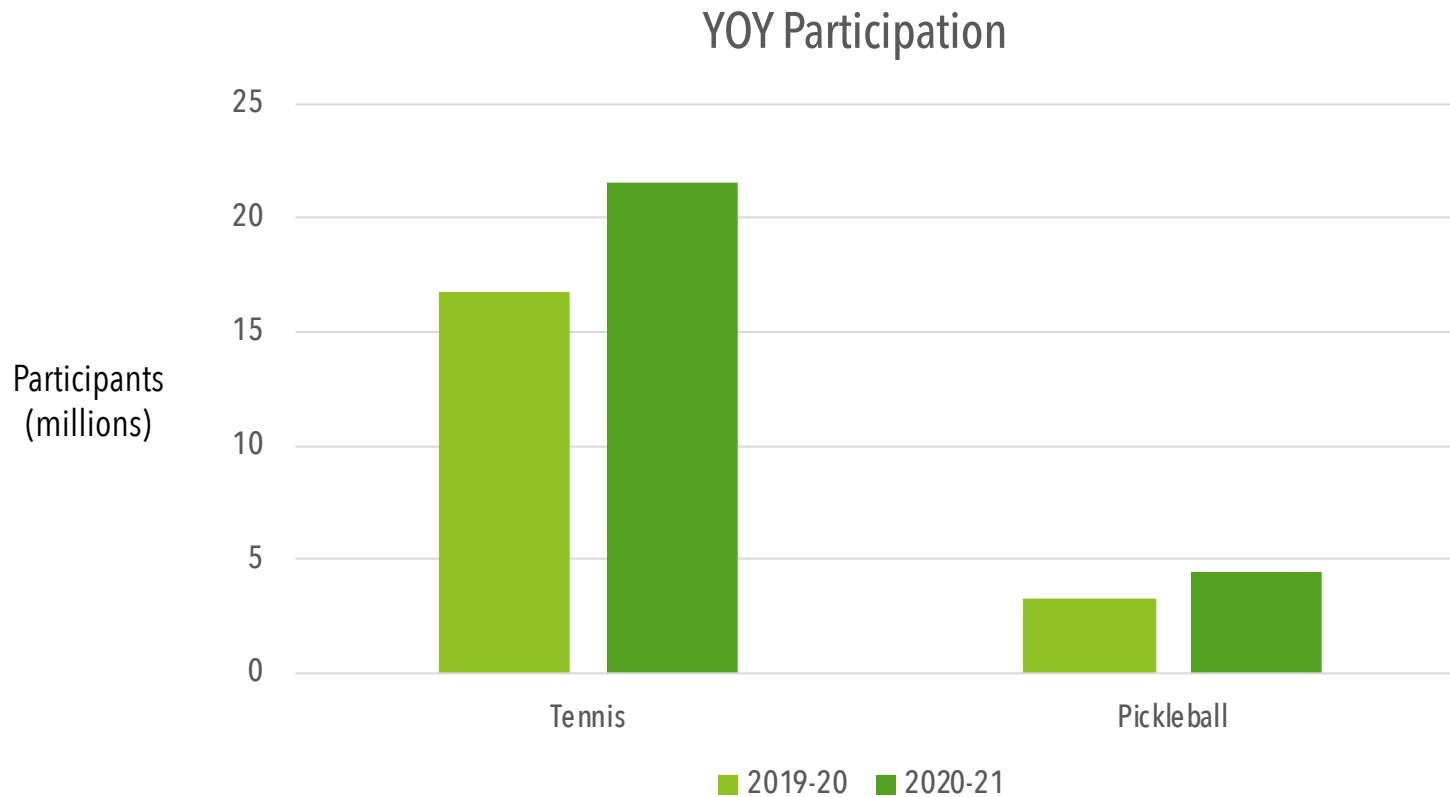
Professional Lesson Rates

- Hour Lesson | \$65
- 1/2 Hour Lesson | \$35
- 2 Person Clinic | \$35pp
- 3 Person Clinic | \$25pp
- 4 Person Clinic | \$20pp

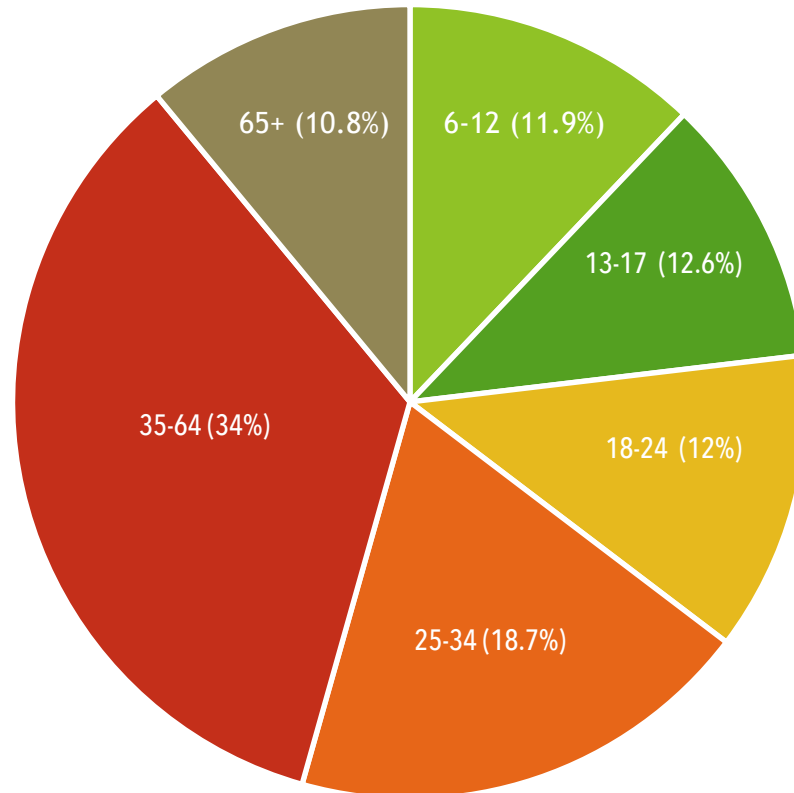
Leagues

- Daytime | Membership fee
- Six Week Nighttime League | \$40 Res/\$50 Non-Resident

Industry Statistics



Tennis Participation in Florida



Primary Target Demographic

Adults | Ages 35-64



- 35.7% of adults who play have an income of \$100,000 or more
- Day and night leagues/programs

Children | Ages 6-12



- Foster interest in tennis from a young age
- After school programs and camps

Secondary Target Demographic

Adults
Ages 25-34



- Energetic and active culture
- Evening and weekend play

Seniors
Ages 65+

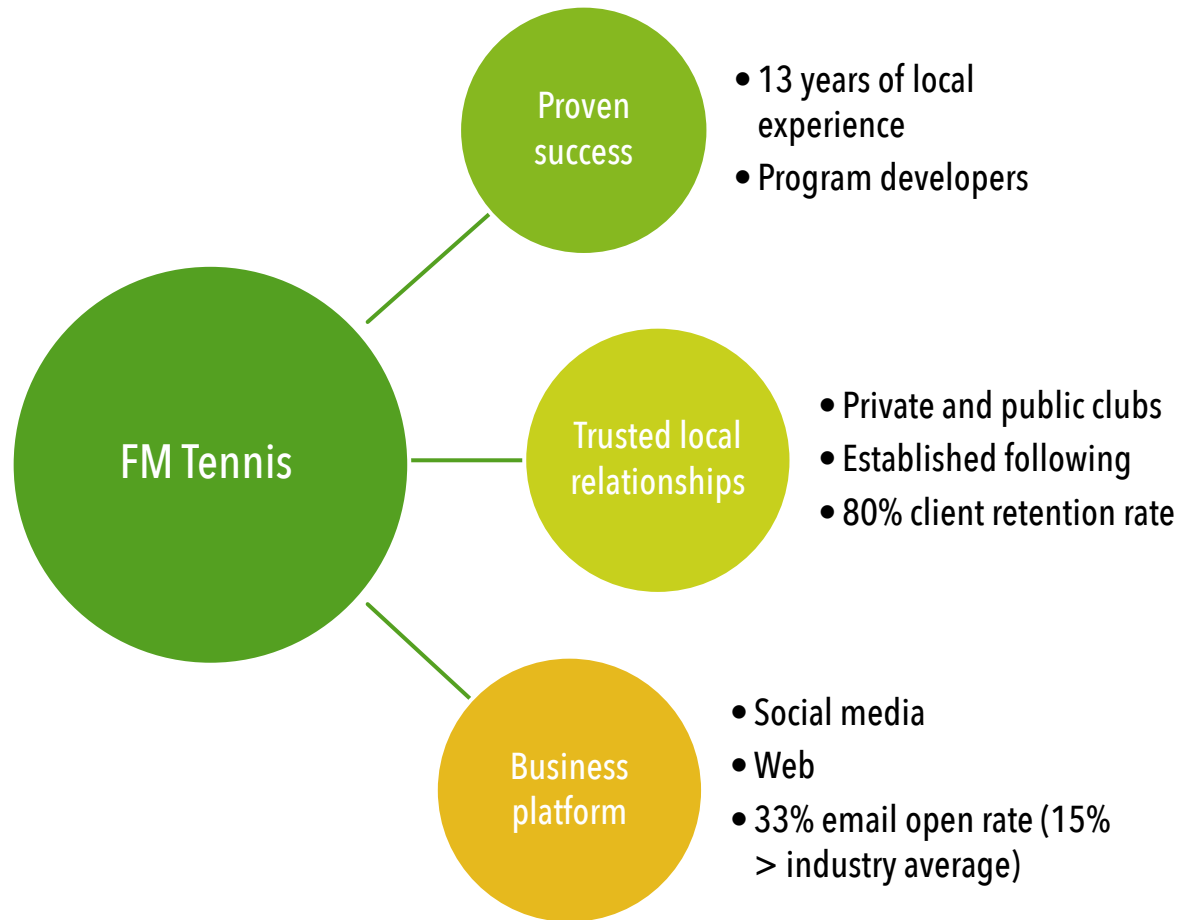


- Senior leagues
- Daytime tennis

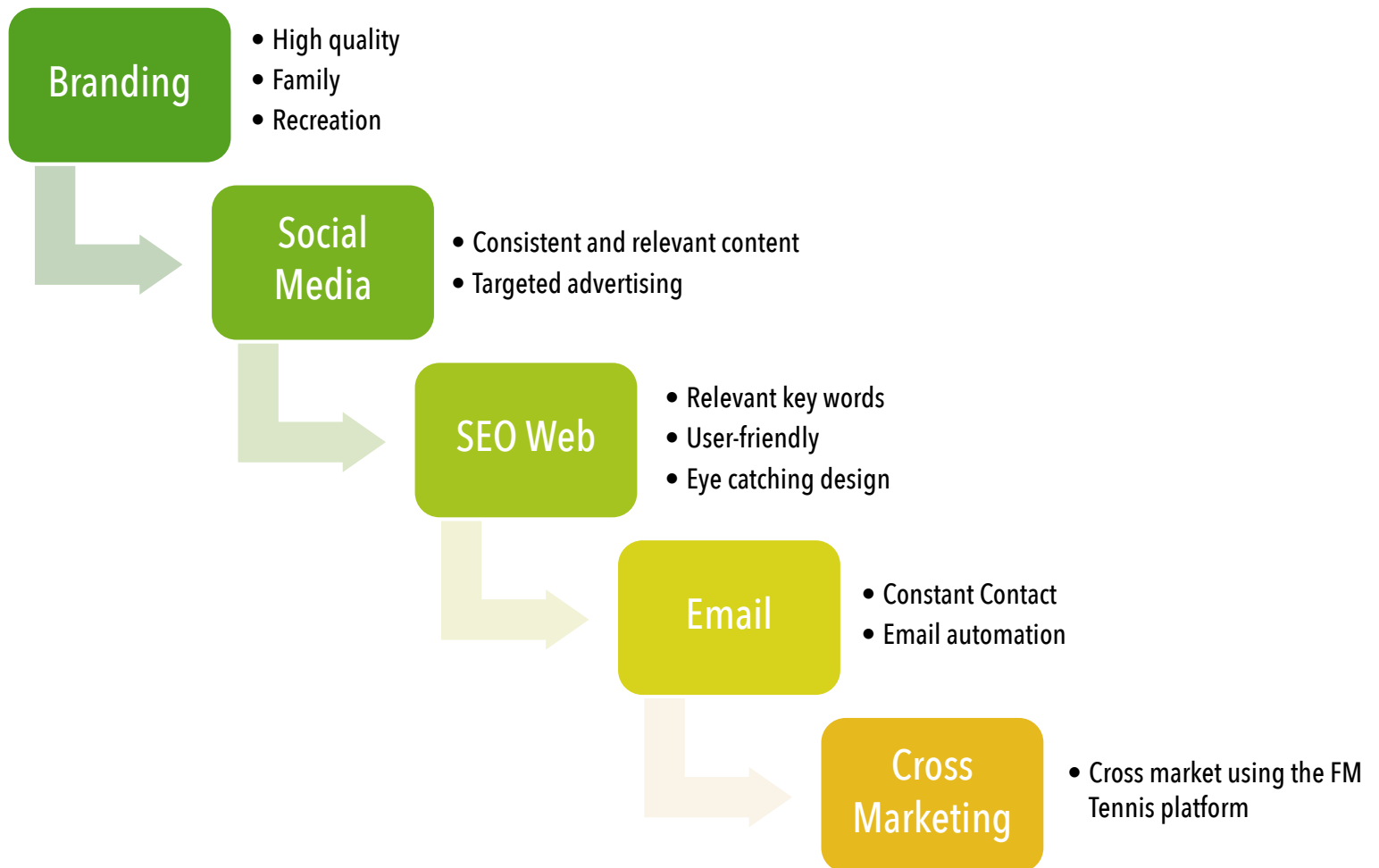
Competitive Analysis

Club/Facility	Advantage	Disadvantage
Pompano Beach Tennis Center - 3.4 mi	Better location	7 less Har-Tru courts 9 less lighted courts
Deerfield Beach Tennis Center - 4.7 mi	Har-Tru courts Quantity of courts	Higher priced membership
Lighthouse Point Yacht Club 1.4 mi	5 more lighted courts Open to the public Competitive prices	Exclusivity of private club
Hillsboro Club - 4.7 mi	7 more lighted courts Open to the public Competitive prices	Exclusivity of private club

FM Tennis Competitive Advantage



Marketing Strategy



Operational Plan

Director of Tennis

- ▶ 40 hours/week. On-call during Hours of Operation
- ▶ Salary and lesson commission

Two (2) Tennis Professionals

- ▶ Lesson commissions
- ▶ Racquet Stringer

Three (3) Front Desk Staff

- ▶ City Proposed Hours of Operation
- ▶ Hourly pay

One (1) Full-Time and Two (2) Part-Time Maintenance Staff

- ▶ Groomed twice per day, seven days per week. Rolled 1-3 times per week. Edges scarified and dead material scraped up. 2-8, 80lb bags of material per court every month.
- ▶ Hourly pay

Operational Plan

Lessons

- ▶ Staff available for private lessons

Adult Clinics

- ▶ inTENNSity Cardio Tennis; Skills, Drills, & Games; Friday Night Mixer, and Ladies team practices & matches | Fees based on \$15/hour

Camps

- ▶ 15 weeks of School Break Camps
 - ▶ Half-day and full-day options | \$175 - \$285/week

Junior Clinics

- ▶ 37 weeks of After School Junior Program
 - ▶ Red, Orange, Green, and Yellow Ball groups | Fees based on \$15/hour

Fees to Perform Services

Services Agreement

For the privilege of operating and managing the Tennis Center, FM Tennis shall pay a monthly minimum fee to the City:

- Year One: \$4,000/month
- Year Two: \$4,120/month
- Year Three: \$4,243.60/month

FM Tennis shall incur the cost and expense of providing all instruction, and marketing services including, but not limited to, teaching staff salaries and commissions; teaching equipment, pro shop goods and equipment; social media marketing and advertising; email correspondence and marketing; and web design and maintenance.

The city shall pay FM Tennis bi-weekly in the amount of \$2,847.43 for FM Tennis maintenance staff.

FM Tennis shall be assured the use of two (2) courts at all times for instructional purposes.

FM Tennis shall receive bi-weekly payment of all revenues, generated at and from the Tennis Center including, but not limited to, all tennis instruction, membership fees, lessons and clinics; court rental fees, sales, equipment rental, and pro shop sales.

Budget and Cost Proposal

Revenue	Expense	Total
Monthly Minimum \$48,000	Maintenance Fee (\$74,033.18)	-
-	Court Material (\$9,450)	(\$35,483.18)

Conclusion

We're excited about this opportunity.

We believe there is enormous potential at the Lighthouse Point Tennis Center—and FM Tennis can help realize this potential.

We also believe that our plan presents the best opportunity for the tennis program to grow. Our professionalism, knowledge, and experience will elevate the Tennis Center to the next level—our primary goal being to increase memberships and court usage.

Thank you for your consideration. We look forward to working with you and your team.

If you'd like additional information on our company, please visit fm-tennis.com or [@fmtennisfl](https://twitter.com/fmtennisfl) and [@fmtennisperform](https://twitter.com/fmtennisperform) on social media.

CITY OF LIGHTHOUSE POINT
REQUEST FOR PROPOSAL

Sealed proposals will be received until February 1, 2022, at 2:30 P.M., local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk:

“Tennis Center Management and Operations”
RFP # 2022-001

The City is soliciting proposals from qualified tennis management firms for the management, promotion, operation, and tennis instruction for the Lighthouse Point Tennis Center. The term of the agreement will be for 3 years, with 3 one-year renewals thereafter. The Lighthouse Point Tennis Center consists of nine (9) professional fast-dry courts for day play in which seven (7) are lit for night play. The City’s Tennis Center includes a Pro Shop, indoor rental space, and shared public bathrooms. The City invites qualified firms to submit proposals, detailing their qualifications and experience for consideration to provide services as the Tennis Center Management and Operations Contractor (herein “Proposer”). The Selected Proposer will perform, at a minimum, the following scope of services:

1. Operate a Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner. This includes ordering equipment, maintaining inventory, handling purchase transactions (including the acceptance of payments in forms other than cash), and general customer service. The Selected Proposer is responsible to staff the Pro Shop during all times the Tennis Center is in operation.
2. Give instruction in the game of tennis to any member(s) of the Lighthouse Point Tennis Center or non-member(s) at a charge to be determined by the Selected Proposer and approved in advance by the City’s Recreation Director.
3. Develop and organize leagues, tournaments, socials, member relations, and junior camps including summer and winter camps.
4. Optimize visitor participation and new memberships by providing quality facilities, tennis instruction, friendly service, and quality merchandise, at reasonable prices, thus resulting in the highest quality of service possible.
5. Duties and responsibilities of the Selected Proposer are to provide full time, on-site management for the Tennis Center and all of its operations. The Selected Proposer will be available during all times the Tennis Center is in operation.
6. The Selected Proposer and all its agents, employees, and subcontractors intended to provide services to the City pursuant to this RFP must pass a Level 2 background check.
7. The Selected Proposer shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Pro Shop including, but not limited to recreational and competitive tennis wear, training accessories and equipment supplied by major brands in the tennis industry.
8. The Selected Proposer shall maintain the Tennis Center in a clean, safe, and sanitary condition and in accordance with CDC guidelines when applicable.

Proposers hereby represents to the City, with full knowledge that the City is relying upon these representations when submitting a proposal, that the Proposer has the professional expertise, experience, and manpower to perform the services requested.

As an independent contractor, the Tennis Center Management and Operations Contractor will receive compensation from memberships, court fees, lessons, equipment sales, and special events. The Selected Proposer, for the privilege of holding the contract with the City, will remit a fixed dollar amount to the City. The amount offered must be stated in your proposal.

The City intends to provide maintenance at the Tennis Center. The Proposer may provide a fee to offer such services to include in their proposal.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. This bid is advertised on www.demandstar.com and in the newspaper of record, Sun Sentinel.

It will be the sole responsibility of the Proposer to clearly mark proposal as such, and ensure that the proposal reaches the City prior to the opening date and time listed. One (1) flash drive, one (1) original and four (4) copies must be submitted in

sealed packaging and clearly marked **“SEALED PROPOSAL RFP # 2022-001 – TENNIS CENTER MANAGEMENT AND OPERATIONS”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the City of Lighthouse Point or the City may reject proposals and re-advertise.

Contact the Office of the City Clerk at 954-943-6500 or lhadmin@lighthousepoint.com with any questions concerning this Request for Proposal.

Office of the City Clerk

Advertised: Sunday, January 2, 2022

SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **QUALIFICATIONS OF PROPOSERS:** No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. Must have experience as a head professional or assistant professional in a municipal or club setting for at least three (3) years.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps or from the City staff shall relieve Proposers from any risk or from fulfilling all terms of the contract.

3. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of specifications, proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the Proposers shall abide by the decision of the City Administrator or designee as to such interpretation.

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the City Clerk such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify all addenda before submitting his proposal. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

5. **PUBLIC ENTITY CRIMES -** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

6. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a proposal.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to tennis programs. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

8. **FORMS OF PROPOSALS:** Sealed proposals will be received until Tuesday, February 1, 2022 at 2:30 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Each proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original, one (1) flash drive, and four (4) copies must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **"SEALED PROPOSAL RFP NO. 2022-001 – TENNIS CENTER MANAGEMENT AND OPERATIONS."** The proposal must be signed by one duly authorized to do so. No proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time.

9. BID BOND: Not required

10. FILLING IN PROPOSALS: All blanks must be written in the proposal and all proposals must fully cover all items for which Proposers are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

11. PROPOSALS FIRM FOR ACCEPTANCE: Proposer warrants, by virtue of submitting proposal, that the proposal and the services stated in the proposal will be firm for acceptance by the City of Lighthouse Point for a period of ninety (90) days from the date of proposal opening.

12. WITHDRAWALS: Any Proposer may, without prejudice to itself, withdraw their proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained, and any such withdrawal, or attempt to modify or explain a proposal, shall result in the forfeiture of the bid bond, if any.

13. CAUSES FOR REJECTION: No proposal will be canvassed, considered, or accepted which, in the opinion of the City Administrator, is informal or unbalanced, or contains inadequate or unreasonable proposals. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the proposal informal.

14. REJECTION OF PROPOSALS: The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to provide the services work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject proposals and re-advertise.

15. AWARD OF PROPOSAL: The City will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with the proposal requirements and mandatory document submissions. The selection committee will evaluate proposals and select the Proposer that meets the best interest of the City, and will make a recommendation of Award of Contract to the City Commission. In the event the Proposer(s) does not execute an Agreement with the City within thirty (30) days upon award of the proposal by the City Commission or provides information that the proposer cannot do so, the award may be canceled and, in the sole discretion of the City, awarded to the next rated responsible proposer at the discretion of the City Commission. If this occurs, the second rated proposer shall fulfill every stipulation as if the original party to whom award was made.

16. AGREEMENT: The Proposer to whom award is made shall execute a written contract for the management and operations of the Tennis Center.

17. AUDIT OF CONTRACTOR'S RECORDS: Upon award, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Proposal and contract provisions. Failure of the Contractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that their subcontractor will provide access to his records pertaining to the project upon request by the City.

18. QUESTIONS ABOUT THE RFP: Questions regarding the project or the proposal process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, by fax

954-784-3446 or lhpadmin@lighthousepoint.com no later than January 21, 2022 at 2:00 p.m. local time.

19. Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897, requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

SECTION 2: BACKGROUND

Information on the City of Lighthouse Point:

Lighthouse Point is a small city with a population of 11,200 and is characterized by informal affluence and a leisurely pace. The City is laced with myriad canals, and is bordered on its east by the Intracoastal Waterway and the west border is Federal Highway. It has been incorporated as a city since 1956. Police and fire protection are excellent and the City successfully operates its own library. Lighthouse Point prides itself with being one of the safest in the State of Florida and with one of the lowest operating millage rates in Broward County. There are approximately 400 businesses including apartment buildings and restaurants.

The makeup of primarily older residents has changed over the years; young families have moved in, making parks and recreation a more vital motivation for expansion of those services. Recreation amenities include Dan Witt Park, which is currently closed until March, 2022, as construction of a much-needed community center began in May.

The community is very pro athletics in Lighthouse Point so the City offers many choices for youth and adults including soccer, flag football, baseball/softball, lacrosse, adult kickball, and tennis.

Also offered for the families are events such as Family Sports Day, concerts with food trucks, Halloween at the Park with a costume contest, and Lighthouse A'Glow, which is a holiday family event offered the first Wednesday of December.

Besides Dan Witt Park, DeGroff Park is located at the north end of the City; this is an environmental park with a nature trail, and Exchange Club Park at the south end is shared with the City of Pompano Beach. Both of those parks face the Intracoastal Waterway. There are also several mini parks throughout the City.

Frank McDonough Park, which houses the Lighthouse Point Tennis Center, is located off Sample Road, which is in the central part of Lighthouse Point. Frank McDonough Park has soccer fields, volleyball and basketball courts, a racquetball court, an exercise area, and a playground with pavilions. Most of the family events take place at this park.

Tennis Center:

The Lighthouse Point Tennis Center is located at the southern end of Frank McDonough Park. It serves the entire Lighthouse Point tennis community and offers a year-round program of events and activities for its members, from the youngest junior to the seasoned veteran player. It has 9 clay courts, 7 of which are lighted for evening play. The Pro Shop is well stocked with racquets, balls, and offers racquet restringing services. The facility is available for rental with a kitchen and tables with seating. The Tennis Center has convenient hours, open 7 days a week, from 8:00 a.m.-8:30 p.m. Mondays through Thursdays; 8:00 a.m.-6:30 p.m. Fridays; and 8:00 a.m.-5:00 p.m. Saturdays and Sundays.

Aerial view of the Lighthouse Point Tennis Center



The tennis membership amounting to approximately 230 active members consists mainly of 150 singles residents and non-residents, 60 couples memberships of residents and non-residents, and more nominal numbers of family, junior, and seasonal memberships. The last quarter (July 1, 2021-September 30, 2021) the attendance was 1,799:

Type	Residency	7/1/2021 – 9/30/2021
*Punch Pass	Resident	9
Couple	Non Resident	101
Couple	Resident	600
Family	Non Resident	29
Family	Resident	45
Singles	Non Resident	288
Singles	Resident	766
Juniors	NA	0
Seasonal	NA	0

The fee schedule for membership is as follows, and the City will continue to set the membership fees:

Type	Resident	Non-Resident
Singles	\$356.07	\$619.25
Couples	\$596.00	\$1,039.53
Family	\$710.58	\$1,236.91
Junior	\$42.20	\$76.09
Seasonal	\$249.04	\$389.17

*As noted above, there is the option for non-members/guests to pay fees with a punch pass (5 swipes on their card) \$40.00 for residents and \$60.00 for non-residents, or \$8.00 per day for residents, and \$12.00 per day for non-residents.

The mission of the Tennis Center Fund is to provide high quality, innovative, and fun tennis programs and services for all members and residents. The membership revenue for the last 5 years is:

	2020	2019	2018	2017	2016
Membership	50,684.07	62,672.52	64,235.79	49,695.81	56,100.40
Daily Use	12,138.51	18,324.93	16,189.84	16,715.46	15,391.69

Scope of Work:

1. Operate a Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner. This includes ordering equipment, maintaining inventory, handling purchase transactions (including the acceptance of payments in forms other than cash), and general customer service. The Selected Proposer is responsible to staff the Pro Shop during all times the Tennis Centers is in operation.
2. Give instruction in the game of tennis to any member(s) of the Lighthouse Point Tennis Center or non-member(s) at a charge to be determined by the Selected Proposer and approved in advance by the City's Recreation Director.
3. Develop and organize leagues, tournaments, socials, member relations, and junior camps including summer and winter camps.
4. Optimize visitor participation and new memberships by providing quality facilities, tennis instruction, friendly service, and quality merchandise, at reasonable prices, thus resulting in the highest quality of service possible.
5. Duties and responsibilities of the Selected Proposer are to provide full time, on-site management for the Tennis Center and all of its operations. The Selected Proposer will be available during all times the Tennis Center is in operation.

The Selected Proposer and all its agents, employees, and subcontractors intended to provide services to the City pursuant to this RFP must pass a Level 2 background check.

6. The Selected Proposer shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Pro Shop including, but not limited to recreational and competitive tennis wear, training accessories and equipment supplied by major brands in the tennis industry.
7. The Selected Proposer shall maintain the Tennis Center in a clean, safe, and sanitary condition.

SECTION 3: INSURANCE REQUIREMENTS

1. The Selected Proposer shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The Selected Proposer shall provide Two Million Dollar (\$2,000,000.00) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
2. Contractor agrees to maintain Commercial General Liability with Athletic Participant liability coverage at policy sub-limit of liability not less than \$100,000 each Occurrence and \$100,000 Annual Aggregate.
3. Contractor agrees to maintain Commercial General Liability with Sexual Abuse or Molestation coverage at a policy sub-limit of liability not less than \$100,000 Each Occurrence and \$100,000 Annual Aggregate.
4. Commercial Blanket-Fidelity Crime Bond: Contractor agrees to maintain a Commercial Fidelity Bond for employee theft and dishonesty on a Blanket Basis at a limit not less than \$25,000. This bond or theft coverage shall be specifically endorsed to cover "Third-Party "liability including an endorsement evidencing a third-party beneficiary clause in favor of City. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis.
5. Certificates of Insurance: Before commencing performance of the Agreement, the Selected Proposer shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:
 - a) Name of insurance carrier(s)
 - b) Effective and expiration dates of policies
 - c) Thirty (30) days written notice by carrier of any cancellation or material change in policy
 - d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project/location.

Such insurance shall apply despite any insurance which the City of Lighthouse Point may carry in its own name.

6. The Selected Proposer must require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Selected Proposer may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

SECTION 4: SELECTION PROCESS

The Selection Committee will evaluate the proposals, references, and company information provided by Proposers, as contained in their proposals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for review. The score shall be determined by the Selection Committee at a meeting, portions of which may involve presentations by Proposers or question and answer sessions involving Proposers that are exempt from Florida's public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1)(b) or (c), Florida Statutes, may not be disclosed during such meeting. The Selection Committee will rank proposers on a weighted score. The Selection Committee will present their findings to the City Commission for confirmation.

Proposers shall provide a cover letter of interest and a complete resume showing all work history and certification and educational levels. The letter must include complete contact information (address, telephone, email, etc.) Pertinent information regarding USPTA membership must also be included in the proposal. A minimum of three (3) references pertaining to work as a Tennis Professional must be included in all proposals. Proposer must be a USPTA certified member "in good standing" with not less than three (3) years-experience as a Tennis Professional at a municipal, resort, or daily fee type tennis center.

Selection Criteria	Points
Experience and Qualifications	30
Methodology and Business Plan	30
Fixed Dollar Amount Proposal	40
Maximum Points	100

Qualifications and Experience (Max 30 Points)

- Proposer shall provide the following: a list of similar programs shall be submitted with a brief description of the scope of services. An overview of the program should include the length of time or duration of the program, the location of the program, and reason for termination of the program, outcome of the program and estimated fees for these programs.
- Proposer shall include descriptions of certifications, training, licenses, etc.
- Experience as a head professional or assistant professional in a municipal or club setting for at least three (3) years. Proposer must provide documentation evidencing such experience.
- Proposer shall provide information on its experience managing retail operations, including maintaining business records, inventory control, and payroll.
- Proposer must be a USPTA Certified Professional.
- Proposer shall provide the number of other USPTA Certified Professional staff over the age of eighteen (18) and describe their responsibilities; and submit the credentials and training of other non-USPTA Certified Professional staff and describe their responsibilities.
- Proposer shall provide evidence of ability to obtain all licenses and permits.
- Proposer shall provide a maximum of three (3) references for similar work including name, address, telephone number and e-mail for each.

Technical Approach and Business Plan (Max 30 Points)

A general overview of the proposer's approach should be submitted showing how the Proposer will get the operations started for the Tennis Center, and of the Tennis Pro Shop, and how they will build the program. The Selected Proposer will be required to provide top-quality tennis opportunities and instruction in all areas of participation, including private, group lessons, and junior programs as well as services such as tennis merchandise, sales, racquet stringing, ball machine rental, etc. Therefore, the Proposer shall submit a business plan in their proposal explaining their customer service philosophy, plans to market and advertise the Tennis Center to increase memberships, and plans to maintain and monitor customer satisfaction. In addition, the proposed costs to the public for the following program elements shall be included in the proposal:

- Private lessons per hour
- Group lessons per person per hour

- League participation (per season) per person per division

Price/Fees to Perform Services (Max 40 Points)

- Proposer shall provide a breakdown of costs for managing the Tennis Center (including the Tennis Pro Shop and if providing court maintenance)
- Proposer shall provide proposed fees to be paid back to the City
- Provide a detailed budget and cost proposal

SECTION 5: PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Form
- B. Summary of Qualifications
- C. Drug-Free Workplace Form
- D. Non-Collusion Affidavit
- E. Scrutinized Company Certification, Pursuant to Florida Statute 287.135.
- F. E-Verify Form, pursuant to Florida Statute 448.095.
- G. Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida
- H. Additional information such as qualifications, references, technical information, and company information, etc.

ATTACHMENT A

PROPOSAL FORM

THIS SECTION MUST BE ANNOTATED AND RETURNED WITH THE PROPOSAL

TO THE CITY OF LIGHTHOUSE POINT, FLORIDA

The Selected Proposer shall provide a cover letter of interest and a complete resume showing all work history and certification and educational levels. In your letter, include your complete contact information (address, telephone, email, etc.) Pertinent information regarding USPTA membership must also be included in the proposal. A minimum of three (3) references pertaining to work, as a Tennis Professional, must be included in all proposals. Proposer must be a USPTA certified member "in good standing" and a head professional or assistant professional in a municipal or club setting for at least three (3) years.

Provide three (3) work related references:

Name	Relationship	Email	Address	Phone Number
Laurie Fasolo	Boynton Beach Facility Coordinator	fasoloL@bbfl.us	3111 S. Congress Ave Boynton Beach, FL 33426	561-742-6639
Blake Merrell	Former Director at Indian Springs Country Club	papicosports@gmail.com	3520 SW Armellini Ave, Bay E Palm City, FL34991	561-876-9175
Michael D'Arcy	Former Director Delray Beach Tennis Center	mdarcy10s@verizon.net		561-860-5391

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). IF A CORPORATION, state the name of the President, Secretary, and Resident Agent. IF A PARTNERSHIP, state the names of all partners. IF A TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE

Firm Name: FM Tennis LLC

Address: 3600 S. Congress Ave, Suite K, Boynton Beach, FL 33426

Telephone: 561-830-3002 Fax: _____

(Name) Brandon Flanagan (Title) Partner

(Name) Allington Mutimer (Title) Partner

COST PROPOSAL

For the privilege of obtaining the contract for Head Tennis Professional, the following amounts will be paid to the City of Lighthouse Point:

Minimum Fee to be Paid to the City Per	Year 1	\$ <u>48,000</u>
	Year 2	\$ <u>49,440</u>
	Year 3	\$ <u>50,932.20</u>

Describe payment schedule proposed for Minimum Yearly Fee to be remitted to the City (monthly, quarterly, etc.):

12 equal monthly payments due on or before the 10th day of each month

Describe plan and payment schedule for Proposer to offer daily court maintenance:

FM Tennis will provide 1 full-time and 2 part-time maintenance staff.

The city shall pay FM Tennis bi-weekly in the amount of \$2,847.43

for FM Tennis maintenance staff.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The undersigned Proposer acknowledges that he/she may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update his/her records should he be awarded the Contract described above. The undersigned Proposer affirms items necessary to complete the Work described has been obtained, that he/she has or will obtain all required permits and licenses from the appropriate agencies, and that his/her firm is authorized to do business in the State of Florida. The undersigned Proposer has not divulged to, discussed, or compared this proposal with other Proposers, and has not colluded with any other Proposer or parties to a proposal whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this Proposal.

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this proposal.

For the privilege of obtaining the contract for the management and operations

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Bid.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____

DATE:_____

FOR:_____

(Witness - Print or Type Name)

BY: _____
(Signature)

(Witness – Print or Type Name)

(Print Name)

TITLE: President () Vice-President ()

(Corporate Seal)

ATTACHMENT B

SUMMARY OF QUALIFICATIONS

Number of years your company has been in business: 6 years and 6 months

List of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #
Boynton Beach Tennis Center		2019-present	Laurie Fasolo/561-742-6639
St. Joseph's Episcopal School		2020-present	Kyle Aubrey/561-732-2045
Indian Spring Country Club		2015-2019	Blake Merrell/561-876-9175
Delray Beach Tennis Center		2009-2015	Michael D'Arcy/561-860-5391

Has this company ever failed to complete work awarded to it? No. If yes, where, when and why?

Will you subcontract any part of the work? No

Provide Written Description Qualifications: (Attached company brochure or fact sheet, and resumes of key personnel)

Company fact sheet and resumes attached

Insurance Information:

- | | | |
|----|---|---------------------|
| A. | Workmen's Compensation -
limit per accident | \$ <u>100,000</u> |
| B. | Comprehensive General Liability -
limit per occurrence | \$ <u>1,000,000</u> |
| C. | Business and Automotive Liability-
limit per occurrence | \$ <u>1,000,000</u> |
| D. | Sexual abuse and Molestation Liability-
limit per occurrence | \$ <u>100,000</u> |
| E. | Employee Theft and Dishonesty Bond-
limit per occurrence | \$ <u>25,000</u> |

(Selected Proposer will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? No

If yes, name of Parent company _____

Names of principals or officers:

Brandon Flanagan	Partner
Name	Title
Allington Mutimer	Partner
Name	Title

Names of principals or officers of Parent Company, if any:

_____	_____
Name	Title

Names of principals or officers of Primary Subcontractor, if any:

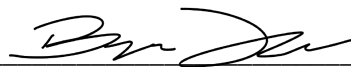
_____	_____
Name	Title

Proposer: _____

Address: _____

Phone Number: 561-830-3002 Fax Number: _____

Email: brandon@fm-tennis.com

By: 
Signature

Brandon Flanagan, Partner
Printed Name, Title


ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
FM Tennis LLC does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Signature
Partner
Title

Brandon Flanagan
Print Name
1/31/22
Date

STATE OF FLORIDA)
COUNTY OF Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

NOTARY SEAL

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Brandon Flanagan of FM Tennis LLC the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

Partner

Title

Brandon Flanagan

Print Name

1/31/22

Date

STATE OF FLORIDA)
) SS
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal _____
Signature of Notary Public _____

My Commission Expires: _____
Printed Name of Notary Public _____

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, Brandon Flanagan, Partner, on behalf of FM Tennis LLC,
Print Name and Title Company Name

Certify that FM Tennis LLC
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

FM Tennis LLC
Company Name


Signature

Brandon Flanagan
Print Name

Partner
Title

ATTACHMENT F

E-Verify Form for All Solicitations:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Tennis Center Management and Operations

Project No.: RFP 2022-001

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.


2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors

to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	FM Tennis LLC
Authorized Signature:	
Print Name:	Brandon Flanagan
Title	Partner
Date:	1/31/22
Phone:	561-830-3002

STATE OF Florida)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____ on behalf of _____.
He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number

ALLINGTON C. MUTIMER
1055 Crystal Way, Apt I • Delray Beach, FL 33444 • (561) 303-4601 •
allington@fm-tennis.com

EDUCATION AND CERTIFICATIONS

United States Professional Tennis Association
Certified Professional

Lawn Tennis Association
Part II Qualified

EXPERIENCE

FM Tennis

Director of Tennis, The Delray Beach Club

Boynton Beach, FL
August 2015-Present

- Organize 25 annual weekend events
- Introduce new adult clinics and junior clinics
- Maintain two above-ground Har-Tru courts

Delray Beach Tennis Center

Assistant Director of Tennis

Delray Beach, FL
Sept 2008-August 2015

- Managed the Delray Swim & Tennis Club
- Responsible for court maintenance on 24 above-ground Har-Tru courts
- Directed adult clinics and adult social mixers
- Head Coach of SPBCWTA Ladies Teams

Raffles Resort on Canouan Island

Assistant Director of Recreation

Southern Grenadines
July 2006-Feb 2008

- Created new recreation opportunities for resort guests
- Directed Tennis Program

Lakenham Tennis Club

Head Coach

Norwich, England
Sept 1989-July 2006

- 2004 BTCA Coach of the Year Award Recipient
 - County coach for Norfolk Junior Tennis
 - Produced six Norfolk County Junior Champions
 - Traveled with Norfolk Junior Teams
-

ACTIVITIES

Norfolk County Men's Tennis Team, Member '04-'06

BRANDON T. FLANAGAN

955 Dotterel Rd, #2110 • Delray Beach, FL 33444 • (518) 429-9323 • brandon@fm-tennis.com

EXPERIENCE

FM Tennis, Co-Owner/Director of Tennis

Boynton Beach, FL, Aug. 2015 – Present

- Manage operations at The Delray Beach Club, Delray Dunes Golf & Country Club, the Boynton Beach Tennis Center, & St. Joseph's Episcopal School
- Provide an unparalleled number of opportunities for tennis participation
- Oversee tennis court maintenance at The Delray Beach Club and Delray Dunes
- Run large weekend events, such as: Club Championships, Pro-Ams, and Social Tournaments
- Responsible for dramatic increase in member participation at all venues
- Communicate regularly with Tennis Committees, Boards, and Administrators
- Implement effective solutions to improve member tennis experience

Delray Beach Tennis Center, Director of Junior Program/Tennis Professional

Delray Beach, FL, Jan. 2009 – Aug. 2015

- Increased Junior Program/Summer Camp participation by 700%
- Trained and mentored Junior Program staff
- Head Coach of the Division 2A, 2B, & 3 SPBCWTA ladies teams
- Taught Private Lessons and conducted adult clinics
- Hitting partner for visiting pros such as Pat Cash & Carlos Moya

MintFit 111, Personal Trainer/Group Class Instructor

Delray Beach, FL April 2009 – April 2015

- Incorporated Tennis-Specific Training with clients

The Tennis Academy at Harvard, Director of Tennis

Boston, MA, Summer 2008 & Summer 2010

- Responsible for quality of tennis instruction and instructor education
- Supervised all camp programs and activities
- Conducted three day orientation and training seminar for staff of 30 instructors

Director of Elite Training Program

- Organized and executed camp activities for 13-17 year old campers

GreatBase Tennis, Student-Assistant/Developmental Coach

Tampa, FL, Summer 2005 – 2007, Sept 2008 – Dec 2008

- Studied under and was mentored by Master Coach, Steve Smith

EDUCATION AND CERTIFICATIONS

Furman University

Bachelor of Arts, Health and Exercise Science, May 2008

United States Professional Tennis Association

Certified Professional

National Strength and Conditioning Association

Certified Personal Trainer

ACTIVITIES & AWARDS

Furman University, Men's Tennis Team, 2004-2007

Scotia-Glenville High School, Inducted into Athletic Hall of Fame, 2018

REFERENCES

Available Upon Request

Dennis Quaye

1625 S Federal Hwy
Apt 211 , Pompano Beach FL
33062
(954) 297-1222
dennistennisllc@gmail.com

EXPERIENCE

Coral Ridge Country Club, Fort Lauderdale — Head Tennis Professional

September 2020 - PRESENT

- Provide elite tennis coaching services in private and group settings
- Manage Junior and Adult teams and programs
- In charge of organizing tournaments and operating tennis camps
- Oversee the general maintenance of Har-Tru tennis courts
- Manage day to day court assignments for the club

Tennis Center of Coral Springs, Coral Springs — Tennis Professional

2018-2019

Oaks at Boca Raton, Boca Raton — Tennis Professional

2018-2019

FM Tennis Academy (Boynton Beach) - Tennis Professional

2018-2019

Preserve Tennis Center - Boca Raton - Tennis Professional

2018-2019

EDUCATION

Newberry College , Newberry SC — B.S in Sports Management

Aug 2004 - May 2005

Virginia Commonwealth University, Richmond VA - B.S in Criminal Justice

Aug 2005 - December 2009

AFFILIATIONS

United States Professional Tennis Association (USPTA)

USPTA Adaptive Task Force - Member since 2018 - Present

SKILLSET & JUNIOR ATHLETIC ACHIEVEMENTS

Ability to motivate young tennis talents to achieve their full potential

Experienced Professional with great customer service skills and business acumen.

Ability to deliver a tactical approach to building a player's game through a progressive use of liveball and competitive decision-making drills

Knowledgeable in the general maintenance of Har-Tru tennis courts

Played in over 20 USTA Junior Tournaments in the Mid Atlantic Region

Received a full tennis scholarship to Newberry College, an NCAA Division II Program

AWARDS & RECOGNITIONS

- 2019 District Tennis Professional of the Year -Boca Raton
- Global Ambassador Promoting Youth Tennis - Ghana 2019
- Volunteer Love serving Autism Youth Tennis - Delray 2020

STEVE SMITH

Phone: 813-966-2607

Email: Smiths10s@aol.com

OBJECTIVE

To contribute to the growth and welfare of tennis and tennis people.

EXPERIENCE

2021-present: FM Tennis, Director of Junior Development, Boynton Beach, FL

2018-2021: Founder of GreatBase Tennis curriculum; free educational content

Serve as a consultant, clinician and coach.

1995-2018 Tennissmith, Inc., Owner-Operator, multiple projects

1995-2015 Tennissmith School, Tampa, Florida

1993-1995 Tennis Corporation of America, Director, Rochester, NY.

1991-1993 Seguso-Bassett Tennis Academy Director, Boca Raton, FL.

1981-1991 Tennis Tech, Tyler Junior College Department Head, Tyler TX.

1979-1981 Vic Braden Tennis College Instructor Coto de Caza, CA. ***

1977-1979 Welby Van Horn Camp, Instructor, multiple sites

1975-1977 All American Sports Instructor and Director, multiple sites

1973-1975 Community Camps/Clinics Volunteer Cazenovia, NY.

*** Continued to complete special projects with Vic Braden, 1979-2009

NOTABLES

- Served as a consultant and clinician to clubs, universities, companies and associations.
- Designed and developed the first college degree plan for tennis teaching pro-managers.
- Conducted educational projects in over forty states and thirty countries.
- Organized and trained a worldwide network of tennis teaching professionals.
- Students taught from their formative years have won junior, college and pro titles.
- Writer and speaker, developer of educational content.
- Work covered by numerous magazines, papers and television.
- Completed numerous certification programs through five decades
- Trained by: Braden, Burwash, Hopman, Jacobson, Loehr, Van der Meer, Van Horn, and Verdieck.

PTR/USPTA/USTA

Professional Tennis Registry, highest tested level, member since 1979, hosted Tennis University, 1981-1991, served as tester, conducted special clinics and was a ghost writer for the organization's founder, Dennis Van der Meer. United States Tennis Professional Association, highest tested level, member since 1981, hosted USPTA prep course, 1982-1991. Coordinated record setting testing for new members for both organizations. Lifetime member of United States Tennis Associations.

ATHLETIC BACKGROUND

Played prep and college hockey, 15:21 three-mile, ranked amateur tennis player.

EDUCATION

SUNY Oswego, NY, TJC, Tyler, TX., UT, Tyler, TX.

A.A and A.A.S. 1978, Sports Facility Management

PERSONAL

Date of Birth: 11/26/54, divorced, two sons.