

Request for Proposals

The Sports Connection

**1701 East 14th Street
Greenville, NC 27858**

**Potential Facility Lease to a Registered Non-Profit
Organization for the Provision of Basketball Related
Youth Services and Programs**



OWNER: CITY OF GREENVILLE
1701 EAST 14TH STREET
GREENVILLE, NORTH CAROLINA 27834

~ The Sports Connection ~
***Solicitation of Potential Lease and Related Renovation and
Operation of the Sports Connection by a Non-Profit Organization***

T A B L E O F C O N T E N T S

PROPOSAL REQUIREMENTS:

- ANNOUNCEMENT OF REQUEST FOR PROPOSAL
- CITY'S CONDITIONS AND REQUIRMENTS FOR A LEASE
- INSTRUCTIONS TO PROPOSERS
- "STATEMENT OF PROPOSAL" PROPOSAL FORM (USE THIS FORM ONLY)

ANNOUNCEMENT OF REQUEST FOR PROPOSAL

The City of Greenville Recreation and Parks Department is seeking proposals from non-profit organizations for the following:

- Lease of the City's "The Sports Connection" facility (located at 1701 East 14th St., Greenville, NC) to provide basketball and other gym-related activities and programs to local youth for the purpose of fostering life skills, initiative, teamwork, skill development, and personal responsibility.
- Renovate and improve "The Sports Connection" facility into a two gym facility with a minimum of eight (8) basketball goals.

Considerations

- (1) Modifications/renovations/improvements to the facility will be at Lessee's expense and must be completed within sixteen (16) months of the effective date of lease.
- (2) In general, the facility is to operate at least eight (8) hours a day during the summer months and on weekends, with a reduced weekday schedule of at least four (4) hours a day when school is in session.
- (3) The Lessee will create a "Financial Assistance" program to allow reduction/waiving of any program fees for youth for whom such fees are an obstacle to participation.
- (4) Only the main entry hallway and upstairs storage area is air conditioned. Installation of any additional air conditioning is at the Lessee's option and expense.

Any organization submitting a proposal must be a current, recognized, tax-exempt organization under Federal IRS Regulations.

The City will accept proposals until 4:00 PM local time on Tuesday, August 4, 2020 at the Recreation and Parks Department Administrative Offices, 2000 Cedar Lane, Greenville, NC 27858. Proposals shall be directed to Mr. Don Octigan, Assistant Director of Recreation and Parks. Proposers shall submit two (2) copies for review.

Parties interested in submitting a proposal may obtain a copy of the Request for Proposal and Statement of Proposal from the Recreation and Parks Department by written request (email acceptable) to Assistant Director Don Octigan, doctigan@greenvillenc.gov. These forms may also be obtained via download from the City's website, <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>

Proposals not in conformance with instructions outlined herein will not be considered. Proposer shall be referred to in the Proposal Requirements section as "the Lessee."

Prospective Proposers are strongly encouraged to attend a pre-submittal meeting and on-site tour at the Sports Connection, 1701 East 14th Street, Greenville, NC 27858 on Monday, July 20th, 2020 at 2:00 p.m.

Due to impact of the COVID-19 pandemic, the pre-submittal meeting will be held in compliance with any and all requirements of the North Carolina State Governor's executive order(s) in affect at the time of the meeting. The City requests that all attendees abide with these requirements with respects to social distancing and use of personal protective equipment (PPE).

General Instructions

Read, Review, and Comply: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

Late Proposals: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

Acceptance and Rejection: The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

Withdrawal of Proposal: No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

Conflict of Interest: Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in the bidder's proposal for any reason of personal gain.

Equal Employment Opportunity: The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, N. C. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

Minority and Women Business Enterprise (MWBE) Program: It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

Local Preference: The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

Rehabilitation Act and ADA: Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

City Rights and Options: The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time.
- To cancel this RFP with or without the substitution of another RFP.
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
- To negotiate a contract with a Service Provider based on the information provided in response to this RFP.

Public Records: Any material submitted in response to this RFP will become a "public record." Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Accuracy of RFP and Related Documents: Each Proposer must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Proposers may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Proposer identifies potential errors or omissions in this RFP or any other related documents, the Proposer should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines

clarification necessary. Each Proposer requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

Expense of Submitting the Proposal: The City accepts no liability, and Proposers will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

Proposal Binding: This proposal is binding for a period of ONE HUNDRED TWENTY (120) days.

Questions Regarding the RFP:

Proposers who request a clarification of the RFP requirements must submit written questions via email to Don Octigan (doctigan@greenvilenc.gov) by July 20th at 4:00 p.m. (EST). Written copies of all questions and answers will be announced publicly via the City's website (<https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>) July 22nd at 4:00p.m.

General Terms and Conditions

Non-Discrimination: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non- discrimination policy.

Non-Collusion: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

Governing Law: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

Services Performed: All services rendered under this agreement will be performed at the Proposer's own risk and the Proposer expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

Independent Contractor: It is mutually understood and agreed the Proposer is an independent contractor and not an agent of the City of Greenville, and as such, Proposer, his or her agents and employees shall not be entitled to any City employment benefits,

such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

Verbal Agreements: The City will not be bound by any verbal agreements.

Insurance Requirements: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

E-Verify Compliance: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

Iran Divestment Act: By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

Proposal Conditions and Requirements

- **General Description** – The Sports Connection, located at 1701 East 14th Street in Greenville, NC, totals approximately 17,000 square feet. It currently consists of a gymnasium, small meeting/multi-purpose room, batting cages, entry hallway, office/reception area, a men's and a women's restroom, and parking lot. An upstairs room is not currently ADA compliant and is therefore unsuited for public purposes, though it could conceivably be utilized for storage.
- **Proposers** – Any Proposer must be a federally chartered, tax-exempt non-profit organization as defined by the Internal Revenue Service. To be tax-exempt under the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes set forth in the code. Such organizations may be referred to as *charitable organizations*. The organization must not be structured or operated for the benefit of private interests, and no part of the organization's net earnings may go solely to the benefit of any private individual or business.

- **Character:** The safety and wellbeing of our youth and all citizens of Greenville is of the utmost importance. To ensure this condition is met, the leadership of the awarded non-profit must be willing, as a requirement of contract award, to undergo a criminal background check conducted by the City of Greenville.

There is also an expectation that all staff of the awarded non-profit involved with youth programming undergo a thorough vetting to include a criminal background check conducted by the non-profit and at the sole expense of the non-profit.

- **Financial Capability:** Along with submitting the “Statement of Proposal,” Proposers are asked to present satisfactory evidence of their capability of meeting the financial requirements of the proposed lease, and indicate plans acceptable to the City for meeting the lease provisions outlined in this RFP document.
- **Lease Term and Conditions:** If an acceptable Lessee can be identified, the City intends to lease this building to a non-profit for a minimum of three (3) years, with an option to then renew for another three (3) years. From that point forward, renewal will function on a year-to-year basis. The building is to be leased “as is,” with no repairs being made by the City unless otherwise specifically noted in the lease. The Lessee will be required to enter into a contract with the City for this three (3) year term and to address the other conditions of the lease, including renovations, as stated in this document.

The Lessee shall not sublease or transfer this agreement to any other party without prior written approval of the City.

- **Lease Requirement; Utilities:** The Lessee shall be responsible for payment of all building utilities. (Note: Utility costs in FY 2019 totaled approximately \$10,000.)
- **Lease Requirement -- Building Infrastructure Renovations, Improvements, Repairs:** The Lessee shall be responsible for the cost of the following renovations and improvements:
 - Converting the batting cage portion of the building into a gym
 - Renovating the existing gym, to include a vinyl or wood floor surface
 - Adding additional basketball goals so that there is at least eight (8) basketball goals in the facility.

All modifications/renovations/improvements as included as a component of this requirement shall be completed within sixteen (16) months of the effective date of lease.

In addition, the Lessee shall also be responsible for all cost related to building cleaning, building maintenance, signage, landscaping, lighting, etc., as well as any building repairs if and when they become needed.

- **Lease Requirement; Approval of all Building Modifications:** Representatives of the City of Greenville will review and approve all proposed building modifications &/or improvements in writing prior to any construction taking place.
- **Lease Requirement; Insurance:** The City shall require the Lessee to maintain insurance coverage at all times during the life of the contract. Such Public Liability and Property Damage Insurance shall protect the City from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, by the Lessee or by anyone directly or indirectly employed by the Lessee. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or as otherwise needed to protect the interests of the City. The City of Greenville shall be named as an additional insured on all coverage.
- **Lease Requirement; Quarterly Reports:** Lessee will provide quarterly reports to the City of Greenville outlining the number of youth served, events and participation figures, and other operational data generated during the previous quarter.
- Establishment of a monthly rental fee to the City of Greenville may be considered during contract negotiations, but operational quality is of a higher priority.
- Lessee will be asked to provide the Greenville Recreation and Parks Department occasional access to and utilization of the facility, ideally for Greenville Recreation and Parks programs and day camp services offered in partnership with the Lessee (“co-sponsored”).

Instruction to Proposers

- (1) Proposers shall complete and submit the attached “Statement of Proposal” for the leasing of the Sports Connection at 1701 East 14th Street.
- (2) Completed Statements of Proposal will be evaluated to assure that:
 - a. The proposed use meets the RFP’s criteria
 - b. The proposed use is consistent with the mission of the non-profit
 - c. The building improvements are sufficient to enable the delivery of the impactful basketball services envisioned.
- (3) By submission of the “Statement of Proposal” to the City of Greenville, the Proposer affirms that it:
 - a. Is willing and able to enter into a lease agreement with the City
 - b. Will provide all relevant services as outlined in the “Proposal Conditions and Requirements” section of this Requests for Proposal
 - c. Is able to cover all the costs associated with the building’s renovations and ongoing operations as outlined in the “Proposal Conditions and Requirements” section of this Requests for Proposal
 - d. Is able to a pay the monthly rental fee as established by negotiation between the City of Greenville and the prospective Lessee.

- e. Is not aware of any official or employee of the City of Greenville that is directly or indirectly interested in the Proposer's proposal for any reason of personal gain.
- f. Is willing to submit to a criminal background check conducted by the City of Greenville.

RESPONDING TO THE RFP
The Sports Connection: Leasing, Renovating, Operating
Greenville Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858

The STATEMENT OF PROPOSAL that follows is to be completed by any IRS-approved “501(c)3” Non-Profit Organization (NPO) responding to the City of Greenville’s Request for Proposals (RFP) related to the leasing, renovating and operating the Sports Connection (located at 1701 East 14th Street), by said Non-Profit.

Completion and submission of this form to the address above by Tuesday, August 4th, at 5 p.m. will provide the City of Greenville with a responding NPO’s plan for meeting the requirements and obligations of the lease, including addressing all the costs associated with the required renovations and ongoing use, maintenance and operation of the Sports Connection facility.

NOTES

- (1) The NPO’s proposed use of the facility must meet the criteria outlined in the RFP.
- (2) The NPO’s proposed use of the facility must be consistent with its established mission; and
- (3) The City must consider the building improvements proposed by the NPO to be of a sufficient nature to enable the provision of the high quality basketball and related services envisioned.
- (4) The following is the evaluation criteria rubric that will be utilized in the evaluation of proposals and the selection of the Lessee:

Qualifications – The experience, expertise, character, desire and skills needed to provide a high quality service of direct or indirect benefit to the Citizens of Greenville. This criterion should include a discussion of the hiring practices of the non-profit, the qualifications of current staff, and the steps taken to ensure a safe and welcoming environment for all youth. **(25%)**

Financial solvency –The financial ability to meet the initial and on-going costs associated with Sports Connection’s renovations, maintenance, operations, and service delivery. **(20%)**

Service and Programs – Quality and quantity of services and programs that the Proposer has previously and/or is currently providing that are similar in nature and purpose to those envisioned at the Sports Connection. **(20%)**

Marketing Program – Creativity and effectiveness of proposed marketing initiatives. **(10%)**

Financial assistance program – The ability to establish a robust financial assistance program to allow reduction/waiving of program fees for youth for whom such fees are an obstacle of participation. **(20%)**

Local Preference Policy – In accordance with the City’s Local Preference Policy, being “headquartered” locally is a factor that will be considered in determining the qualifications of the entity or person submitting a proposal. **(5%)**

Questions? Email Mr. Don Octigan, Assistant Director of Recreation and Parks, doctigan@greenvillenc.gov
SUBMIT COMPLETED STATEMENT OF PROPOSAL FORM AND ALL REQUESTED ATTACHMENTS TO:

Greenville Recreation and Parks Department
Attn: Mr. Don Octigan, Assistant Director
2000 Cedar Lane
Greenville, NC 27858

STATEMENT OF PROPOSAL

SUBMIT TO: Greenville Recreation and Parks Department
Attn: Mr. Don Octigan, Assistant Director
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4567

Please Provide Detailed Responses to Each of the Following Questions. Proposers May Use Whatever Space is Needed to Adequately Respond to the Questions or Requests. Responses will be Utilized in the Evaluation of the Proposals and the Selection of the Lessee:

1. Name of Non-Profit Organization Proposing to Lease Facility:

2. Name/Address/Phone # of Organizations Representative(s):

3. Describe in Detail the Purpose of the Non-Profit Organization:

4. Provide a Detailed Description of the Services to be Offered by the Non-Profit at the Sports Connection Facility:

5. Provide Description of Targeted Participant Group(s) to be Served at the Sports Connection Facility:

6. Provide a Projection of the Number of Youth to be Served on a Monthly Basis, **Once Renovations are Complete**, Broken Down by the Following Demographic Categories:
 - Number of Youth by Age Group (example number 5-10 Years Old, 11-15, 15-20)
 - Number of Youth by Gender
 - Number of Youth by Race

7. Provide Detailed Examples and Numbers of Programs and Services to be Provided for the Various Targeted Youth Groups:

8. Provide a Detailed Description of the Activities and Efforts Employed by the Non-Profit to Foster Life Skills, Initiative, Teamwork, Skill Development, and Personal Responsibility and How Success Will be Measured:

9. Provide a Detailed Description of the Non-Profit’s Marketing Program that will be Utilized to Market Services to the Targeted Participant Groups:
10. Provide the Estimated Numbers of “Units of Service” Per Month, **Once Renovations are Complete** (Note: A “unit of service” is 1 individual youngster participating in 1 session. Five youngsters who each participate in 6 individual sessions would equal 30 units of service, as would 1 youngster participating in 30 individual sessions.):
11. Provide a Schedule of Anticipated Hours of Operation:
- Weekdays During Summer / Non School Year: _____
- Weekdays During School Year / Non Summer: _____
- Weekends: _____
- Seasonal Fluctuations: Yes No
12. Provide a Detail of the Fee Structure to be Charged to Participants of the Programs and Services Provided at the Sports Connection. As a Component of Your Response, Provide a Detail of Any Financial Assistance Program that Would be Allowed for Youth for Whom the Organization Fee Structure may be an Obstacle for Participation:
13. Provide a Detailed Description of the Non-Profit’s Hiring Practices, Selection of Qualified Staff, Vetting of Personnel, and Steps Taken to Ensure a Safe and Welcoming Environment for All Youth:
14. Provide a Detailed Description of Proposed Improvements/Additions/Renovations to be Made to the Sports Connection Facility and the Estimated Cost for Each:
15. How will the Improvements be Funded / Financed?:
16. Proposer’s Additional Comments:

17. The Following Documentation is Required to be Submitted with Proposal:

- Non-Profit’s Budget for the Current Operational Year and Preceding Two Years Including Revenue and Expenses by Source
- Copy of Recent Bank Statement (Please conceal any sensitive information such as account numbers, etc.)
- IRS Documentation Verifying the Organization’s 501(c)3 Designation
- Pamphlets, Fliers, Handouts, and Other Marketing Type Materials Describing the Purpose and Current Services Offered by the Non-Profit

By Submission of the Statement of Proposal to the City of Greenville, the Proposer Affirms that it:

- Is willing and able to enter into a lease agreement with the City of Greenville, and
- Will provide all relevant services as outlined in the “Proposal Conditions and Requirements” section of this Requests for Proposal, and
- Is able to cover all the costs associated with the building’s renovations and ongoing operations as outlined in the “Proposal Conditions and Requirements” section of this Requests for Proposal, and
- Is able to a pay the monthly rental fee as established by negotiation between the City of Greenville and the prospective Lessee, and
- Is not aware of any official or employee of the City of Greenville that is directly or indirectly interested in the Proposer’s proposal for any reason of personal gain, and
- Is willing to submit to a criminal background check conducted by the City of Greenville.

Organization Representative’s Signature: _____

Organization Representative’s Name: _____

Date Submitted: _____