



## **Request for Proposals RFP # 21-22-27**



### **H. Boyd Lee Park – Beach Volleyball Facility**

**5184 Corey Road  
Greenville, NC 27858**

**Potential Lease for Beach Volleyball Program Services and Operations by a  
Registered Non-Profit Organization**

**Contact: Sophie Duncan  
Phone: 252.329.4267**

**Proposal Due Date: February 7<sup>th</sup> by 5:00pm  
Pre-Proposal Meeting Dates:  
January 13<sup>th</sup> - 3:00pm Boyd Lee Park  
January 19<sup>th</sup> – 11:00am Jaycee Park Admin Building**

# **OWNER: CITY OF GREENVILLE**

P.O. Box 7207  
GREENVILLE, NORTH CAROLINA 27834

## **H. Boyd Lee Park – Beach Volleyball Facility**

*Solicitation of Potential Lease of court space at the H. Boyd Lee Park Beach Volleyball Facility for the Provision of Beach Volleyball Program Services for youth and adults.*

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## **SECTION ONE: GENERAL INSTRUCTIONS**

**1. 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.

**2. 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.

**3. 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.

**4. WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date.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.

**5. CONFLICT OF INTEREST:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

**6. 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.

**7. 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.

**8. 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](http://www.greenvillenc.gov/financialservices/purchasingdivision).

**9. 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.

**10. TAXES:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

**11. 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.

**12. 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.

**13. ACCURACY OF RFP AND RELATED DOCUMENTS:** Each Company 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. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company 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 Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

**14. EXPENSE OF SUBMITTAL PREPARATION:** The City accepts no liability, and Companies 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.

**15. PROPOSAL BINDING:** This proposal is binding for a period of 90 days.

## **SECTION TWO: GENERAL TERMS AND CONDITIONS**

**1. 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.

**2. 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.

**3. PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

**4. 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.

**5. SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller 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.

**6. INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, 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.

**7. VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.

**8. INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$2,000,000 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 \$2,000,000 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.

**9. 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.

**10. 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.

## ANNOUNCEMENT OF REQUEST FOR PROPOSAL

The City of Greenville Recreation and Parks Department is seeking proposals from non-profit organizations for leasing court space at the H. Boyd Lee Park Beach Volleyball Facility, located at 5184 Corey Road, Greenville, NC. The City is seeking to partner with a non-profit organization for the provision of various beach volleyball programming services for youth and adults. Programming services include but are not limited to clinics, leagues, tournaments and other special events. The programs should focus on developing beach volleyball skills for individuals of all ages, promoting healthy lifestyles through fitness and utilizing beach volleyball to foster life skills, initiative, teamwork, skill development, and personal responsibility in participants.

### Considerations:

1. Lessee will offer various programs to include but not limited to beach volleyball skill development camps, after school programming, coaching clinics and other activities to promote healthy lifestyles through fitness.
2. In general, programming should be implemented at the facility daily during mutually agreed upon hours. Programming can be held any day of the week and should be offered at convenient times for the community.
3. Lessee will assist City Staff with general maintenance and upkeep of the Beach Volleyball Facility. This would include periodic raking after programs, replacing/mending straps, and adjusting nets as needed.
4. The areas of H. Boyd Lee Park available include the four beach volleyball courts and surrounding amenities. When possible, one to two courts shall remain open for public play. Other areas of the park can be requested if so desired and can be rented during mutually agreed upon times. The park will remain open to the general public from dawn to 11pm.
5. 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.

Any organization submitting a proposal must be a current, recognized, tax-exempt organization under Federal IRS Regulations. The City will accept proposals until 5:00 PM local time on Monday, February 7<sup>th</sup>, 2022 at the Recreation and Parks Department Administrative Offices, 2000 Cedar Lane, Greenville, NC 27858. 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 Interest from the Recreation and Parks Department by written request (email acceptable) to Sophie Duncan, [sduncan@greenvillenc.gov](mailto:sduncan@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 shall be directed to Sophie Duncan, Athletics Manager, 2000 Cedar Lane, Greenville, NC 27858. 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 H. Boyd Lee Park, 5184 Corey Road, Greenville, NC 27858 on Thursday, January 13<sup>th</sup> at 3:00 p.m. For further information contact Sophie Duncan at (252) 329-4267.

The City reserves the right to reject any or all proposals received.



## **Proposal Conditions and Requirements**

- **General Description** – The H. Boyd Lee Park Beach Volleyball Facility includes four tournament grade sand courts, irrigation on each court, two outdoor showers, water fountain and accessible parking.
- **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.
- **Financial Capability:** Along with submitting the “Statement of Interest,” 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 court space at the H. Boyd Lee Park Beach Facility to a non-profit for a minimum of two (2) years, with an option to then renew for another two (2) years. From that point forward, renewal will function on a year-to-year basis. The courts will be leased “as is,” with no improvements being made by the City unless otherwise specifically noted in the lease.
- **Lease Requirement; Utilities:** The City will be responsible for payment of all facility utilities.
- **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 \$2,000,000 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 and adults served, events and participation figures, and other operational data generated during the previous quarter.

- Establishment of a monthly/quarterly rental fee to the City of Greenville may be considered during contract negotiations, but operational quality is of a higher priority.
- Lessee will have the opportunity to partner with the Greenville Recreation and Parks Department on various community programs. These programs will be considered “co-sponsored” with both parties providing mutually agreed upon support.

### **INSTRUCTION TO PROPOSERS**

- (1) Proposers shall complete and submit the attached “Statement of Interest” for the leasing of courts located at the H. Boyd Lee Park Beach Volleyball Facility.
- (2) Completed Statements of Interest will be evaluated to assure that (a) the proposed use meets the RFP’s criteria, (b) that it is consistent with the mission of the non-profit, and that (c) the program plan being proposed will meet the requirements of the impactful basketball services envisioned.
- (3) It is assumed that any proposer is willing to enter into a lease agreement with the City of Greenville stipulating that the lessee will provide the relevant services during the agreed upon time.

# **RESPONDING TO THE RFP**

## **H. Boyd Lee Park – Beach Volleyball Facility**

***Solicitation of Potential Lease of court space at the H. Boyd Lee Park Beach Volleyball Facility for the Provision of Beach Volleyball Program Services for youth and adults.***

Greenville Recreation and Parks Department  
2000 Cedar Lane  
Greenville, NC 27858

The STATEMENT OF INTEREST that follows is to be completed by any IRS-approved “501(c)” Non-Profit Organization (NPO) responding to the City of Greenville’s Request for Proposals (RFP) related to the leasing of beach volleyball courts located at H. Boyd Lee Park (located at 5184 Corey Road), by said Non-Profit.

Completion and submission of this form to the address above by February 7<sup>th</sup>, 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) Evaluation criteria that will be utilized in the selection of the lessee include:

Qualifications – The experience, expertise, desire and skills needed to provide a high quality service of direct or indirect benefit to the citizens of Greenville. (25%)

Financial solvency –The financial ability to meet the initial and on-going costs associated with programming plan submitted with proposal. (25%)

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 H. Boyd Lee Volleyball Facility. (25%)

Creativity and effectiveness of proposed marketing initiatives. (25%)

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Questions? Email Sophie Duncan, Athletics Manager, [sduncan@greenvillenc.gov](mailto:sduncan@greenvillenc.gov)

SUBMIT COMPLETED STATEMENT OF INTEREST FORM AND ALL REQUESTED ATTACHMENTS TO:  
Greenville Recreation and Parks Department  
Attn: Sophie Duncan, Athletics Manager  
2000 Cedar Lane  
Greenville, NC 27858

## PROPOSAL OF INTEREST

SUBMIT TO: Greenville Recreation and Parks Department  
Attn: Sophie Duncan, Athletics Manager  
2000 Cedar Lane  
Greenville, NC 27858  
(252) 329-4567

[Note: Use whatever space is needed to adequately respond to the questions or request.]

NAME OF NON-PROFIT ORGANIZATION PROPOSING TO LEASE THE SPACE

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PLEASE ATTACH IRS DOCUMENTATION VERIFYING THE ORGANIZATION'S 501(C) DESIGNATION.

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NAME/ADDRESS/PHONE OF ORGANIZATION'S REPRESENTATIVE:

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PURPOSE OF THE NON-PROFIT ORGANIZATION:

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PROPOSED PROGRAMS TO BE IMPLEMENTED WITHIN LEASED SPACE – PROVIDE PROGRAM NAME AND BRIEF DESCRIPTION:

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HOW WILL THESE PROGRAMS BE FUNDED?

---

DESCRIPTION OF TARGETED PARTICIPANT GROUP(S):

---

EXAMPLES AND NUMBERS OF PROGRAMS AND SERVICES TO BE PROVIDED FOR VARIOUS AGE GROUPS WITHIN THE TARGETED PARTICIPANT GROUP(S):

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HOW WILL YOU PROMOTE THESE SERVICES TO YOUR TARGETED PARTICIPANT GROUPS?

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ANTICIPATED HOURS FOR PROGRAMS TO BE OFFERED, ON AVERAGE (RANGE ACCEPTABLE)  
WEEKDAYS:  
WEEKENDS:  
SEASONAL FLUCTUATIONS? Y N

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ANTICIPATED NUMBER OF INDIVIDUAL PARTICIPANTS EACH MONTH, ONCE PROGRAMS BEGIN:

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ESTIMATED NUMBERS OF "UNITS OF SERVICE" PER MONTH, ONCE PROGRAMS BEGIN. (Note: A "unit of service" is 1 individual child participating in 1 session. Five children who each participate in 6 individual sessions would equal 30 units of service, as would 1 child participating in 30 individual sessions.)

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PLEASE SUBMIT YOUR ORGANIZATION'S BUDGET FOR THE CURRENT OPERATIONAL YEAR AND TWO (2) PRECEDING YEARS, INCLUDING ANTICIPATED AND/OR ACTUAL REVENUES AND REVENUE SOURCES. NOTE WHETHER OR NOT REVENUE SOURCES ARE AUTOMATICALLY RENEWALABLE IN FUTURE YEARS.

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PLEASE SUBMIT A COPY OF A RECENT BANK STATEMENT (Please conceal any sensitive information such as account numbers, etc.)

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PROPOSER'S ADDITIONAL COMMENTS:

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Organization Representative's Signature / Printed Name:

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Date Submitted: \_\_\_\_\_