

RFP 2022-001
REQUEST FOR PROPOSALS: LEASE AND SUB-LEASE
FOR COMMERCIAL MARINA WITH CONCESSIONS
AT

CLARKSVILLE MARINA
JOHN H. KERR DAM AND RESERVIOR / BUGGS ISLAND LAKE
CLARKSVILLE, VIRGINIA

MASTER-LEASE NO. DACW21-1-20-0046
Site available for leasing and sub-leasing is as shown on attached Exhibits

Please submit an original, 5 copies, and 1 electronic version in a sealed envelope marked:
“RFP 2022-001 LEASE AND SUB-LEASE FOR COMMERCIAL MARINA WITH
CONCESSIONS AT CLARKSVILLE MARINA”
BY 2PM EDT ON DECEMBER 15, 2022 TO:



TOWN OF CLARKSVILLE
ATTN: JEFF JONES | TOWN MANAGER
P. O. BOX 1147
321 VIRGINIA AVENUE
CLARKSVILLE, VA 23927

***Sealed proposal(s) for this solicitation are due at the Town Hall of Clarksville
no later than 2 PM (Eastern Time) on DECEMBER 15, 2022.**



INTRODUCTION AND BACKGROUND

The Town of Clarksville (the “Town”) is located on the John H. Kerr Dam and Reservoir (the “Lake”) and is known as: “Clarksville on the Lake, Virginia’s only lake-side town.” The Town is involved in an ongoing effort to revitalize downtown Clarksville and support the growth and transition from the current Clarksville Marina Sub-Lessee to a new Sub-Lessee, including expansion of property under lease.

The Town is a central gathering and staging point for dozens of fishing tournaments each year – sometimes as many as four simultaneous tournaments in a single day! – as well as a growing center of technology and business. The peaceful, small-town atmosphere combined with close proximity to some major urban centers such as Richmond Virginia, Washington DC, and the Triangle area of North Carolina (Raleigh, Durham, and Chapel Hill) makes Clarksville an ideal location for a sportsman’s weekend, getaway vacation, or to relocate and build your company.

The purpose of this Request for Proposals (“RFP”) is to solicit sealed proposals from qualified offerors (“Offerors”) to lease the Town Property (as defined below), to sublease the Subleased Property (as defined below) and to provide certain services as further described in Section 1.1 below. The Town’s goals are threefold; (1) to better serve the facility needs of boaters, and their guests, at the Lake, (2) to become compliant with the regulations of the Virginia Sanitary Regulations for Marine and Boat Moorings, and (3) to provide a modern office for the Marina Operator.

The Town currently subleases the marina site on the Lake to Clarksville Marina, Inc. for Commercial Concession Purposes. The areas covered by this sublease (the “Subleased Property”) are a portion of the land and water areas covered by the prime lease between the Department of the Army and The Town of Clarksville (the “Master Lease”). The Master Lease is in effect until August 31, 2045. In addition to property covered by the Master Lease, the Town desires to lease, to the same party that subleases the Current Marina Property under the Master Lease, real property owned by the Town (the “Town Property”) on which the Town plans to construct a new Marina Building (the “New Marina Building”).

PROPOSED BUILDING AND DEVELOPMENT

The New Marina Building will be designed for expanded use of the marina area and to meet aesthetic and sanitary standards that are consistent with the Town’s commitment to environmental stewardship. These facilities should particularly encourage more overnight boaters. Upon occupancy of the New Marina Building, the existing 40-year-old plus facility will be demolished and the site restored to natural conditions.

The Town is considering modifications to the Town’s Comprehensive Plan that would make the Clarksville Marina area the central point of the development of a new zoning district called The Marina District. The Marina District, in addition to the Historic District, would be an attraction for tourism, water sports, and water-side dining with the showcase of the Clarksville Marina as a backdrop. See “Exhibit B.”



HISTORY OF AND CURRENT MARINA FACILITIES AND OPERATION

Clarksville Marina Inc. was purchased by the Diamond family in 1975. At that time, the Marina was a small operation with 20 boat slips, a few moorings for boats and a gas dock. The Diamond family determined a long range development plan and began operations. When Don and Sylvia Diamond retired in the late 1980's, their sons David and Scott continued to develop the Marina.

The first new dock (A) was built in 1977 to replace the 20 old slips. More slips were added to Dock A in 1978. In 1983, Dock B was built. Dock C was built in 1986; additional slips were added in 1989, 2005, and 2007. Dock D was built in 1998. There is electric service and water to each slip on all docks. No more slips have been added since then, as they are not able to get approval for more slips from the Corps of Engineers until the restrooms are upgraded. Once the New Marina building is complete, this can be pursued.

In 1997, the Marina was devastated by Hurricane Fran. The store and gas dock were destroyed along with most of Dock A. The marina operator was able to salvage 30 slips on Dock A, build a new store and gas dock and add Dock D in 1998. When the Highway 58 bypass bridge was built, the barges took out the few moorings that were left. Due to the proximity of the bridge, they no longer offer moorings. The Marina now consists of 180 slips, the gas dock, ship's store with accessories, snacks and ice, the shop where boats are serviced and the office with restrooms. Services now offered include motor repair, boat cleaning, and used boat and motor sales. Until recently, pontoon boats were rented. Until 2013, new pontoon boats were sold. As of 2022, the slips have been 100% full most of the year. In the Winter, there is normally a slight drop in the number of rented slips.

The Marina is to be used solely for the conduct of business in connection with a Public Marina and Recreation Area. Permanent housing is not permitted on the Marina and short-term rentals of houseboats are not currently allowed and would require additional review and approval by The Town of Clarksville and the Army Corp of Engineers.

The current Sub-lessee operates as "Clarksville Marina, Inc." It includes the following inventory and existing structures:

- 185 Boat Slip Capacity of which 180 are rented full-time
- 5 – Transient Slip – Daily Rentals
- 5 Dock Systems
- Dock A, B, C, D | Access For On-Water Store & Fuel
- 4,000 Gallon below ground fuel tank
- Current Marina Office with Men's and Women's Bathrooms
- Boat Repair Shop – (Parts and Equipment)
- Storage Shed



CLARIFICATION OF OWNERSHIP OF ASSETS AT THE MARINA

Currently Owned and Operated by Clarksville Marina, Inc.

- All of the existing Dock Systems and the On-Water Store with Gas Pump
- Pontoon Boat –& Portable Septic Pump Off System
- Water and Electrical connected to Dock Systems – Clarksville Marina – Diamonds

Owned and Operated by the Town of Clarksville

- All Structures on Land
- Future Marina Building – Reside on Town Property and will be the future office building for Marina office and bathroom/shower facilities required to operate the Marina. The Town will require lease arrangement of the Town Facility with the approved Marina Sub-Lessee.

Special Circumstance | Area currently under use for Assembly of Docks

New Sub-lessee shall agree to continue to allow existing dock builders A & K Dock Service and Buggs Island Dock Service use of areas of the Marina Lease to assemble the pre-constructed sections of their docks prior to moving to their final location. These activities should not and will not disrupt or impede the operation of the sub-lease of the marina.



1.1 PURPOSE

This Request for Proposals is for purposes of soliciting proposals for the lease, development and operation of a major commercial concession (marina and related facilities and services) in furtherance of the Town's objective to obtain quality facilities and services, at reasonable prices, to meet public demand and at the same time allowing entrepreneurs to make a fair profit. The basic minimum facility and service requirements that must be provided in the applications are described in "APPENDIX B." These are minimum requirements, but your proposal should include any additional facilities and services required to meet the future demand over the term of the lease. Your proposal may include, but is not limited to, floating or dry storage boat facilities; boat repair services; boat and motor sales; boat rental services; restaurant facilities; picnic areas; and other marina and water related activities. Proposed activities of the Offeror must be consistent with the requirements of the Master Lease, including the Plan of Operation and Maintenance described in the Master Lease, Executive Order 13658 and Executive Order 13706 described on pages 12-21 of the Master Lease.

1.1-A PROJECT LOCATION AND DESCRIPTION

JOHN H. KERR DAM & RESERVOIR – CLARKSVILLE, VA – The Lake is located in South Central Virginia and North Central North Carolina. The U.S. Army Corps of Engineers operates this 50,000 acre reservoir and an additional 55,000 acres of surrounding land. In the 1950's Kerr Reservoir, also called Buggs Island Lake, was constructed primarily to provide for flood control and hydropower generation. The 900 miles of wooded shoreline stretch across three counties in Virginia and three in North Carolina. The Lake and its shoreline offer opportunities to boat, fish, camp, swim, picnic, hike, and hunt. Four campgrounds are operated by the Corps of Engineers, seven by the North Carolina State Parks and two by the Virginia State Parks. These campgrounds provide tent and trailer camping at both primitive and water/electric sites with boat ramps, bath facilities, beaches, playgrounds and hiking trails. In addition to campgrounds, the Corps of Engineers also operates several other day-use facilities for boat launching, swimming and picnicking.

Intensive wildlife management techniques are employed in twenty-six developed areas, consisting of over 10,000 acres of land. These areas provide opportunities for hunting, hiking, and wildlife watching. All project lands are open to hunting with appropriate state licenses, except developed recreation areas, or unless otherwise posted. The reservoir provides habitat for many game fish species. Kerr Reservoir is widely known for large-mouth bass and striped bass fishing. Resident and non-resident fishing licenses from Virginia or North Carolina are recognized on all reservoir waters.

1.1B- SITE LOCATION AND DESCRIPTION

CLARKSVILLE MARINA - Clarksville Marina is located on the Lake at 411 Fourth Street, Clarksville, VA.

ACCESS - Access to the Clarksville Marina area from Highway 58 Business (Virginia Avenue) is by Fourth Street, a Virginia state maintained road. Fourth Street is a tar and gravel paved road that ends at the Clarksville Marina site. There is currently a boat launching ramp at the site.



1.1-C UTILITIES

- 1). Public water, sewer, and trash service is provided by the Town of Clarksville for in-town fees to the Marina operators.
- 2). Electric power is provided by Dominion Power at standard rates.
- 3). The successful applicant will be responsible for any expansion of the water and sewer service lines from the Town of Clarksville water and sewer main lines to any additional needed areas of the sub-leased property. This does not include running of new water and sewer lines to the future Marina Building.

1.1-D ZONING

The Clarksville Marina is located within the Town of Clarksville, Virginia. The current Clarksville Marina has been approved for operation in the current local zoning ordinances. All required zoning approvals will be the responsibility of the lessee.

1.1-E PROJECT OPERATION-WATER LEVEL

The water level of the lake is subject to change. Fluctuation of the lake may be from natural causes, reservoir operational commitments or from other factors. Fluctuating water levels on the lake must be taken into consideration in the design and the daily operation of facilities. Proposals without sufficient navigation capabilities will be rejected. Proposals should include plans to dredge, if applicable, and maintain the navigation channel for boat traffic during initial construction and over the term of the lease. A Department of the Army permit would be required for additions, deletion, and changes of placement of fixed and floating structures in the waters of the United States. In addition, a Department of the Army Permit will be required for any dredging and fill activities below ordinary high water (OHW) which is Elevation 320 feet above sea-level. The U.S. Army Corp of Engineers Wilmington District will require water quality certification for dredging or fill placement below OHW, and any mechanized land clearing activities that would result in stormwater discharges. Applicants assume all risks associated with the potential for variation in pool levels. Applicants should plan to operate the proposed marina between Elevation 280 and 320.

Elevation

Normal Pool (Winter) 295

Normal Pool (Summer) 300

Maximum Pool 320

1.1-F SUB-LEASED PROPERTY DESCRIPTION

The Master Lease with the Corp of Engineers is identified as DACW21-1-20-0046 and represented on the US Army Corp of Engineers map as shown on “Exhibit A.” A copy of the Master Lease is attached, and should be closely reviewed.

1.1-G PURPOSE FOR LEASING

The property potentially to be leased will be for commercial marina operations and concession purposes in furtherance of the objectives of the Town of Clarksville, consistent with the requirements of the Master Lease and all applicable laws, rules and regulations, to obtain facilities and services adequate to meet the public demand at reasonable prices to the public while allowing the lessee to make a fair profit.



1.1-H DEFAULT

In the event that the successful applicant fails to enter into a lease and sublease as contemplated by this RFP, or in the event that the successful applicant fails to otherwise comply with the terms of this RFP, the Town of Clarksville may declare the applicant in default in writing giving the applicant ten (10) days to respond or correct the default. If the applicant remains in default, the Town of Clarksville may then select the next highest rated applicant.

1.1-I LEASE TERM

The terms of the lease and sublease may be based on the amount of development proposed by the successful applicant, including requirements of a reputable financial institution for amortization of a loan, but the terms (including any renewal terms) shall not extend beyond the term of the Master Lease.. Renewal options may be considered, depending upon the level of investment, the long range development plan and other considerations.

1.2 PROPOSED CALENDAR

RFP ISSUED	11/01/2022
PRE-BID MEETING	11/15/2022 at 10AM to be held at the Town Hall located at: 321 Virginia Avenue in Clarksville, Va
PROPOSALS DUE	12/15/2022
REVIEW, EVALUATION, NEGOTIATION	12/16/2022 thru 1/16/2023
ARMY CORPS REVIEW AND APPROVAL OF LEASE AGREEMENTS	1/16/2023 thru 2/16/2023
PUBLICATION OF NOTICE OF PUBLIC HEARING AND OPPORTUNITY TO BID	2/22/2023 thru 3/8/2023
TOWN COUNCIL REVIEW AND VOTE	3/21/2023

1.3 REQUIRED SPECIFICATION TO THE REQUEST FOR PROPOSAL

This document and all appendices are considered part of the required specifications to RFP #2022-.001. The Town of Clarksville reserves the right to modify any part of the document at its discretion.

1.4 ADDENDA

Any “Addenda or Instructions to Offerors” issued by the Town of Clarksville prior to the closing date shall be addressed in any proposal submitted by an Offeror and will be included in any contract later awarded.



1.5 ADHERENCE TO LAW

All phases of this solicitation shall be in accordance with applicable state and federal laws, even where not expressly stated herein, including conditions imposed by funding sources. The Offeror agrees to satisfy any such requirements.

SECTION 2 – RFP SUBMISSION

2.1 SOLICITATION-SPECIFIC RFP COMPONENTS

To provide the evaluation committee with a clear and complete proposal, all proposal shall comply with the requirements of this RFP. This information will be considered the minimum amount necessary for a complete sealed proposal. Additionally, proposals that repeat the language of this RFP without further development will be considered nonresponsive. The Town reserves the right to accept or reject all or any part of any proposal, waive informalities and award contracts to best serve the interest of the Town.

PROPOSAL REQUIREMENTS

The written proposal should address required content items A-J of the criteria described in “**Appendix B**” of this RFP.

2.2 ANTI-COLLUSION

Submission of this bid is the Offeror’s express representation that during the preparation and submission of its proposal:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1- 68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti- trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, employed by the Town of Clarksville and the Clarksville Town Council has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal



2.3 CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CLARKSVILLE TOWN COUNCIL AND THE TOWN OF CLARKSVILLE EMPLOYEES

To the extent that neither Offeror nor any of Offeror's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the Town of Clarksville or Town Council, Offeror shall reveal such relationships to the Town Manager and Town Council. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix I and submit the certification contemporaneously with the proposed contract.

2.4 BRAND NAMES

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number mentioned, it is for the sole purpose of establishing a grade or quality and the characteristics of goods that will be accepted. Since the Council does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal is added." It will be assumed that the service fully complies with our specifications. The Town Officials are not responsible for locating or securing any information that is not included in the bid.

2.5 ERASURES

Proposals having erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the bid. Prior to submission or opening, errors may be crossed out and corrections entered in ink and initialed in ink by the person signing the bid. No proposal shall be altered or amended after the specified time for opening. Bids filled in with pencil will be rejected.

2.6 SUBMISSION INSTRUCTIONS

The proposal shall be submitted in a concise, typed and bound neatly manner. **An original, so marked, and (5) copies** signed by the Offeror's contractual binding authority must be **received no later than December 15, 2022, at 2 P.M. Eastern Time**. Emailed and/or faxed proposals **will not** be accepted. Proposals will be publicly opened on December 15, 2022 at 2:01 PM Eastern Time. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

All proposals must be sealed and labeled (on the outside of the sealed container) to show the following:

- A. RFP 2022-001: SUB-LEASE FOR COMMERCIAL MARINA WITH CONCESSION, CLARKSVILLE MARINA
- B. Name of Offeror
- C. Address of Offeror
- D. Receipt and Closing Date



Sealed Proposals should be delivered by the required date and time to:

Attention: Mr. Jeff Jones | Town Manager
Town of Clarksville
P. O. Box 1147
321 Virginia Avenue
Clarksville, VA 23927

The Town of Clarksville will make no reimbursement for the cost of developing or presenting bid proposals in response to the Request for Proposal.

2.7 PROPOSAL DATE

To be considered, a proposal must arrive at the issuing office **on or before December 15, 2022, at 2PM Eastern Time**. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Offerors must submit a complete response to the Request for Proposal, using the format outlined. No other distribution of proposals will be made by Offeror. Materials or information later submitted by an Offeror at Town of Clarksville request shall not be considered a violation of this paragraph.

2.8 INQUIRIES

All inquiries concerning clarification of this Request for Proposal must be made in writing by November 15, 2022 to:

Mailed:	Faxed:
Mr. Jeff Jones Town Manager	434-374-9556
P. O. Box 1147	E-mailed:
321 Virginia Avenue	townmanager@clarksvilleva.org
Clarksville, VA 23927	

Inquiries that are pertinent to all solicited Offerors will be answered by addenda to all solicited Offerors. Offerors must acknowledge receipt of all amendments with their bids.

2.9 SUBMISSION OF A PROPOSAL INDICATES AGREEMENT TO TERMS OF REQUESTS FOR PROPOSAL

Submission of a proposal in response to this solicitation binds the Offeror to all requirements set forth in the Requests for Proposal.

SECTION 3 – EVALUATION OF PROPOSALS

3.1 OPENING OF PROPOSALS

At the designated time and date, the Town Manager and the Clerk of the Town of Clarksville shall open and list the proposals for the record. The location of the public opening will be the Town Hall at 321 Virginia Avenue in Clarksville, VA. 23927. Responses received after the due date in the cover letter shall be returned unopened.



3.2 EVALUATION

During the evaluation phase, proposals are reviewed by the Marina Lease Review Committee in accordance with the evaluation criteria listed in “Selection,” Section 3.4, below. The selection process shall be in accordance with Virginia Code Section 2.2-4302.2 A. 3. regarding procurement of non-professional services. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among all the Offerors on the basis of the evaluation criteria. Negotiations shall then be conducted with each of the Offerors so selected. Price and revenue to the Town shall be considered but will not be the sole determining factor.

3.3 ADDITIONAL INFORMATION MAY BE REQUIRED

Before a proposal is considered for award, the offeror may be requested by the Marina Lease Review Committee or the Town Council to provide additional information or clarification to a question or concern.

3.4 SELECTION

Unless canceled or rejected, a four-person Review Committee will review the RFP proposals based on the below mentioned weighted criteria. The Review Committee will make a recommendation to the Town Council for final approval. The Town Council and the Review Committee reserve the right to conduct competition negotiations with the top scoring finalists.

RFP EVALUATION CRITERIA

Ability to meet specifications set forth in the RFP
Experience and qualifications of the organization and the staff to meet the requirements of the RFP
References and performance history of bidder with similar proposals
Diversity of recreation opportunities/operation offered
Financial Capability of Offeror
Price and revenues-Financial benefit to the Town- this factor will not be the sole deciding factor in the selection process, but will be considered
Responsiveness to the RFP



SECTION 4 – AWARD

4.1 AWARD

After negotiations have been conducted with each Offeror so selected, the Town shall select the Offeror which in the Town’s view has made the best proposal and provides the best value, as negotiated. A lease agreement and sublease agreement, in addition to any ancillary agreement deemed necessary, will be negotiated and finalized between the Town and the Offeror as part of this process.

Article VII, Section 9 of the Constitution of Virginia and Virginia Code Section 15.2-2100 both provide that a lease or right of any kind to use a town’s waterfront, wharf property, public landings, wharves, docks or other public places in a manner not provided to the general public (in excess of five years), may not be granted until receipt of bids therefor after due advertisement. Virginia Code Sections 15.2-2101 and -2102 set forth the procedure to be followed to accomplish this.

In order to comply with these constitutional and statutory requirements, after forms of final agreements under this RFP have been negotiated, the Town will publish a descriptive notice of an ordinance approving the agreements, once a week for two successive weeks in a newspaper having general circulation in the Town, which notice shall also invite bids on the agreements as negotiated. The Offeror selected under this RFP shall be deemed to have submitted its bid by virtue of such RFP process. Such bid, and any other bids received in accordance with the statutory requirements, shall be submitted to a Town Council meeting, and Town staff shall provide recommendations relative to bids received.

After such other investigation as Town Council sees fit to make, the Council shall adopt the ordinance. By a recorded vote of a majority of members elected to the Council, the Council may reject a “higher” bid and award the lease and other privileges to the “lower” bidder if in the opinion of Council, some reason affecting the interest of the Town makes it advisable to do so, which reason shall be set forth in the ordinance. Such reasons might include that the “higher” bidder has been determined to be more qualified to provide services desired by the Town as described in this RFP.

4.2 CONTRACT

The successful Offeror shall enter into a lease agreement regarding the Town Property and a sublease agreement regarding the Subleased Property, and any other agreements deemed necessary, all as mutually agreed upon by the Town of Clarksville and the Offeror, and in accordance with the award procedures set forth herein. The proposal submitted by the successful offeror may become an attachment to the contract or agreement signed by the Town of Clarksville and the selected firm. Time-dependent information contained in the proposals must be valid for a minimum of ninety (90) days from the closing date of this Request for Proposal.

4.3 CANCELLATION

The Town of Clarksville reserves the right not to award the entire RFP should the proposed arrangements not be in the best interest of the Town of Clarksville.



4.4 BASIS FOR REJECTIONS AND AWARDS

The right is reserved to accept or reject all or any part of any proposal, to waive irregularities and technicalities, and to request resubmission of proposals. The Town of Clarksville also reserves the right to award the contract on such material deemed to best serve its interest. The Town of Clarksville and Town Council further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the Town of Clarksville, unless otherwise specified..

4.5 RESERVED

4.6 DEBARMENT

An Offeror who is debarred will be disqualified from receiving invitations for bids or requests for proposals and from receiving awards of contracts. See Section 6.19, below.



SECTION 5 – TOWN OF CLARKSVILLE POLICIES

5.1 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal laws, the laws of the Commonwealth of Virginia, and its policies. The Town of Clarksville does not discriminate on the basis of sex, race, color, age, religion, disability, national origin or on any other basis prohibited by law in the provision of employment and services. The Town of Clarksville is an equal opportunity employer.

5.2 FAITH BASED ORGANIZATION

The Town of Clarksville does not discriminate against faith-based organizations.

5.3 ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Town Manager, no later than ten (10) business days prior to the meeting. Town Manager contact information is set forth in Section 2.8 above.

SECTION 6 – TOWN OF CLARKVILLE GENERAL TERMS AND CONDITIONS

6.1 NO CONTACT

Any contact with any Town of Clarksville Council member or representative or employee, other than outlined in this Request for Proposal, is prohibited. Such unauthorized contact may disqualify an Offeror from this procurement.

6.5 ANTI-COLLUSION

During the preparation and submission of its proposal: Offeror shall not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1- 68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by the Town of Clarksville has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.



6.6 NON-DISCRIMINATION

Employment discrimination by the Offeror shall be prohibited. (Section 2.2-4311, Code of Virginia)

During the performance of the services required by the contract which is the subject of this Request for Proposal:

Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Offeror will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Offeror.

6.7 DRUG-FREE WORKPLACE

During the performance of the contract, the Offeror agrees to:

- Provide a drug-free workplace for the Offeror's employees.
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
- Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each Offeror.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to an Offeror, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of the contract.



6.8 UNAUTHORIZED ALIENS

The Offeror certifies that it does not, and shall not, during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.9 ADVERTISING

In the event a contract is awarded for the services included in this proposal, the successful Offeror shall make no indications of such services to the Town of Clarksville in any way in product literature or advertising without the prior written approval of the Town Manager of Clarksville.

6.10 CANCELLATION

The Town of Clarksville shall have the right to terminate any resulting contract for failure of performance by the Offeror. Upon receipt of written notice by the Town of Clarksville of Offeror's failure to perform under the Contract, the Offeror shall have sixty (60) days to remedy such breach of performance or default. Should the Offeror fail to remedy or cure within the prescribed sixty (60) days, this Contract shall terminate.

6.11 INSURANCE

The successful Offeror(s) must furnish to the Town Manager evidence of the insurance required in paragraph 7.1.

The Offeror(s) also agrees to defend, save harmless, and indemnify the Town of Clarksville employees and Council from and against any and all claims for damages against the Town of Clarksville allegedly caused by its errors, omissions, or negligent acts in the performance of services, as set forth in Section 6.19, below.

6.12 ASSIGNMENT

Neither the Town of Clarksville nor the Offeror shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other party.

6.13 APPLICABLE LAW

The contract for services described herein shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.



6.14 LAWS AND REGULATIONS

Offeror's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, including all rules and regulations of all authorities having jurisdiction over the project, shall apply to the contract. They will be deemed to be included in the contract the same as though herein written out in full. Offeror must possess all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. If the Offeror is a corporation, Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

6.15 AUDITS

The Town of Clarksville shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronically or otherwise) relating or pertaining to any resulting contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors and sub Offerors. The Offeror shall maintain such books, and records, together with such supporting or underlying documents and materials, for the duration of the resulting contract and for at least three (3) years following the completion of the resulting contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials, shall be made available upon request to the Town of Clarksville through its employees, agents, representatives, Offerors or other designees, during normal business hours at the Offeror's office or place of business in Clarksville, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Mecklenburg County, Virginia, which is convenient for The Town of Clarksville. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers or obligations relating to audit, which the Town of Clarksville have by State, Town of Clarksville, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

6.16 HOLD HARMLESS – INDEMNIFICATION

It is understood and agreed that Offeror hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Offeror, or its subofferors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Offeror agrees to indemnify and hold harmless the Town of Clarksville and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by Town Council or the Town Manager, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against the Town of Clarksville, or its agents, volunteers, servants, employees or officials.



6.17 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new, the latest model, of the best quality, and of the highest grade of workmanship.

6.18 COPYRIGHTS OR PATENT RIGHTS

The bidder certifies by submission of this bid that there has been no violation of the copyrights or patent rights in manufacturing, marketing, or selling of the product or services offered as a result of this bid. The successful offeror shall, at his own expense, defend any and all actions or suits charging such infringement and will save the Council, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by such a violation.

6.19 DEBARMENT

A contractor may be debarred from contracting with the Town of Clarksville for at least the following reasons:

- A. Default on quotations;
- B. Fraud;
- C. Violation of anti-trust laws;
- D. Unsatisfactory performance for a public bid;
- E. Failure to perform;
- F. Violations of the Virginia Public Procurement Act; or
- G. Debarment by the Commonwealth of Virginia or any of its agencies.

The purchasing agent shall determine if a contractor is debarred and the length of debarment. The purchasing agent will notify the contractor in writing of his determination and such determination may be contested in accordance with Town of Clarksville policy and applicable law.

SECTION 7 – SOLICITATION SPECIFIC TERMS AND CONDITIONS



7.1 INSURANCE

The contractor and any subcontractors shall provide at all times during the initial and all subsequent terms of the contract term the following insurance coverages & add the Town of Clarksville as an “additional insured” and should remain in force for the entire term of the sub-lease. A certificate of insurance is to be provided to the Town of Clarksville at each renewal:

A. Worker’s Compensation Insurance, Statutory Benefits and Employer’s Liability Insurance with limits of not less than \$500,000.00.

B. Commercial General Liability Insurance with limits of not less than \$2,000,000.00 for bodily injury and \$2,000,000.00 for property damage per occurrence, including Contractual Liability coverage.

C. The bidder shall furnish Town of Clarksville certificates of insurance within 5 working days after acceptance of a contract.

D. The Town of Clarksville must have ten (10) days’ notice of cancellation or change in insurance coverage and give its written approval for such cancellation or change.

E. Comprehensive Public Liability and Property Damage Policies carried by the both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards:

- 1). Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor’s operations.
- 2). The collapse of and/or any structural injury to any building, structure, or property on or adjacent to the premises caused by the Contractor’s operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

F. Contractual Liability Coverage for the “Hold Harmless” segments of the Contract Documents.

G. Due to the cost and nature of the proposal, a signed document shall be required stating that the Contractor has not defaulted on bid, performance, or payment bonding in any state as this proposal is only a promissory statement of work to be done.

H. The Contractor shall carry a minimum of Two Million Dollars (\$2,000,000) Pollution Liability Insurance which will be in effect for a minimum of 5 years following project completion.

I. The Contractor shall carry a minimum of Two Million Dollars (\$2,000,000) Professional Liability Insurance.



J. The Contractor shall maintain automobile public liability insurance to protect him for any and all claims arising from the use of the following:

- 1). Contractor's owned or leased automobile and trucks
- 2). Hired or leased automobiles, trucks and equipment
- 3). Automobiles and trucks owned or leased by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off premises in amounts not less than the following:

Bodily injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident, and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION (\$1,000,000) for all damages arising out of injury to persons or destruction of property during the policy period.

Until any construction required under the agreements is completed and is accepted by the Town, the contractor will be required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurance portion of the project for the benefit of the Owner, the Prime Contractor, and subcontractors as their interest may appear. .

7.2 NOTICES

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid.

All notices shall be addressed to the following individuals:

Town of Clarksville
Attention: Mr. Jeff Jones | Town Manager
P. O. Box 1147, 321 Virginia Avenue
Clarksville, VA 23927
Fax: 434-374-9556

To Successful Offeror: Manager as defined in successful Offeror proposal. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

APPENDIX A



CERTIFICATION OF INTERESTS & RELATIONSHIPS WITH TOWN COUNCIL AND TOWN OF CLARKSVILLE EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the Town of Clarksville.

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the Town Council or Town of Clarksville.

The following individuals currently maintain a financial relationship with Contractor:

Town of Clarksville Council / Employee's Name: _____

Position with the Town: _____

Nature of Relationship: _____

The following individuals currently maintain a *familial* relationship with Contractor:

Town of Clarksville Council/Employee's Name _____

Position with Town of Clarksville: _____

Nature of Relationship: _____

Contractor

Date

By: _____

Name: _____

Title: _____



APPENDIX B

REQUIRED CONTENT FOR PROPOSAL

The Town of Clarksville will consider the following information in the evaluation and ranking process.

I. MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

Submit five (5) hard copies and 1 flash drive/pdf

PROPOSAL SUBMITTAL FORMAT AND CONTENTS

The instructions below provide guidance and information to prepare concise responses to this RFP. The purpose is to establish the format and contents of proposal so responses are complete, contain all essential information and can be easily evaluated.

PROPOSAL FORMAT

Proposals must be presented in a well-organized and concise manner. Clarity and brevity is appreciated. A page is defined as a single 8.5" x 11" or 11" x 17" sheet that contains text, graphics, or other printed material. Page count is listed where applicable.

A. INTRODUCTORY LETTER | 1 PAGE (Clear response identifying the information provided below).

1. Type of Business
2. Mailing Address
3. E-Mail
4. Phone Number
5. The letter should identify the person or authorized representative who is legally responsible and will be point of contact for regular communication with Town of Clarksville
6. Why you believe your company is best suited for this proposal

B. TABLE OF CONTENTS | 1 PAGE

C. EXECUTIVE SUMMARY | 1-2 PAGES

Discuss your company and its current marina operations and detailing your interest in this project. Include the your interpretation of the concepts already defined by the Town of Clarksville

D. ORGANIZATIONAL STRUCTURE –ORGANIZATIONAL CHART AND RESUMES | 5 PAGES

1. Include an Organizational Chart with Names / Positions / Roles clearly defined
2. Provide resumes with bio, brief summary identifying roles, responsibilities, background, experience, and general qualifications (i.e. professional certifications, licenses) of each team member, as well as education and years of experience.



E. EXPERIENCE AND BACKGROUND

1. List any/all previous business endeavors with a description of the business operations and status.
2. Provide a description of any management qualifications and experience.
3. If applicant is a Corporation it must provide:
 - Articles of Incorporation and By-Laws
 - Names, addresses, dates of birth and Social Security Numbers of Officers and participating principals and all addresses they have used for the last ten (10) years
 - Corporate resolution authorizing the proposed transaction
 - Summary of Corporate Activity
4. If applicant is a Partnership it must provide:
 - The Partnership Agreement
 - Names, addresses, dates of birth and Social Security Numbers of Partners, and participating principals and all addresses they have used for the last ten (10) years
5. If applicant is an Individual/Sole Proprietor he/she must provide:
 - Social Security Number, date of birth, current address, and all addresses used for the last (10) years

F. FINANCIAL CAPABILITIES (All financial data will be held in confidence).

1. Agree to a Credit and Criminal Background Check
2. If applicant is a Corporation or Limited Partnership it must provide a current financial statement prepared by an independent Certified Public Accountant or by an independent Licensed Public Accountant. It must also include a personal financial statement of the key owners/principals.
3. If applicant is an Individual/Sole Proprietor or Partnership he/she/they must provide a complete and current financial statement.
4. Except for governmental agencies, provide the names, addresses, e-mail and telephone numbers of at least 2 commercial or institutional credit references from which the applicant has previously obtained financing.

****Attach a letter authorizing each credit reference to respond to inquiries from the Government / Town of Clarksville.**

5. Provide a preliminary budget, projected cash-flow, estimated operating costs, and detailed plans of financing including identity of proposed lenders. Identify all interim and permanent sources of funds and include copies of any documents used to implement the assignment.



G. OPERATION + DEVELOPMENT | BUSINESS PLAN | PHASED IMPLEMENTATION | 3 PAGES

Provide a 1-5 year plan | 5-10 year plan | 10+ year plan for development and operation of the leased premises. The plan must reflect short-term and long-term goals and objectives for showing the estimated cost to any development. Please address the following at minimum:

- Goods and services to be offered
- Recreation opportunities
- Manpower plans -Identify key positions and their duties/responsibilities as they relate to the business
- Use of existing structures
- Use of future Marina building

Except for the New Marina Building and as may be otherwise agreed in writing with the Town, the Offeror shall furnish and maintain all facilities, materials, equipment, labor and supervision in providing the services contracted for. The leases shall provide for the Town to have the reasonable right to inspect the leasehold property. All work and services performed by Offeror shall be performed in a professional manner according to industry standards.

The proposal shall provide information necessary for the Town to evaluate the qualifications, experience and expertise of the Proposer to provide the goods and services offered.

H. PROPOSED TRANSITION PLAN WITH EXISTING MARINA OWNERS | 2 PAGES

1. Transition of existing clients to new ownership
2. Plan to maintain existing inventory of dock slips
3. Transition of ownership of existing dock system and/or removal
4. Transition of existing dock rental agreements from Clarksville Marina to new management
5. Transition of existing inventories and supplies, fuel etc.
6. Working transition time-frame and consulting of existing owners in transition

I. REFERENCES | 2 PAGES

1. Provide at least 3 business-related references
2. Provide at least 3 financial references

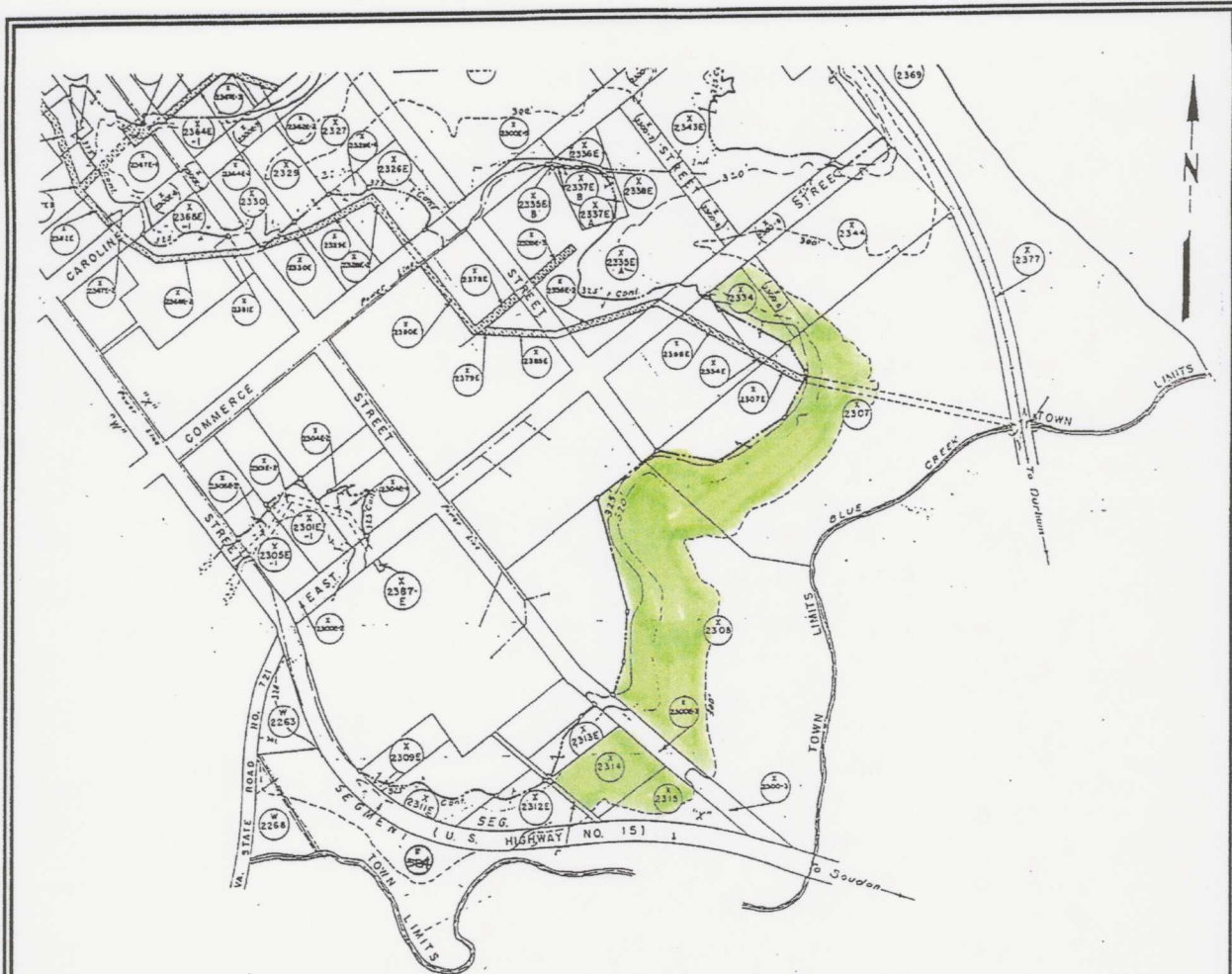
J. LEASE PREMISES | COST

There will be 2 separate leases – a lease of the Town Property and a sublease of the Subleased Property. subleases.

1. Sub-lease of the Marina
2. Sub-lease of the New Marina Building

The sublease, and all agreements and plans for the development and operation of the Subleased Property (current Marina area) will be granted subject to the provisions of the Master Lease and are required to be approved by the U.S. Army Corps of Engineers.

EXHIBIT A: SUBLEASE AREA



"THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED IN ITS ACCURACY."
"G.S. 47-30 (n)"

DEPARTMENT OF THE ARMY
OFFICE OF THE SAVANNAH DISTRICT ENGINEER
SOUTH ATLANTIC DIVISION

JOHN H. KERR DAM & RESERVOIR
SUBLEASE NO. DACW21-1-97-1601A
SUB-LESSEE: CLARKSVILLE MARINA, INC.
SUBJECT AREA: PORTION OF TRACT NOS.
X-2300-5, X-2307, X-2308, X-2314
X-2314, X-2315 & X-2334

SCALE: NTS

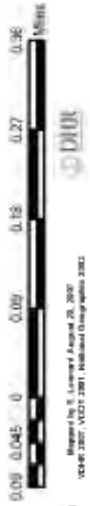
DATE: 9/24/1997

EXHIBIT "A"

EXHIBIT B: CLARKSVILLE HISTORIC DISTRICT



4



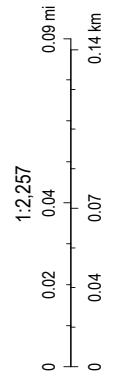
192-0121 Clarksville Historic District
Town of Clarksville, VA
Clarksville North and Clarksville South USGS Quadrangles



EXHIBIT C: GIS PARCEL MAP

Mecklenburg County GIS

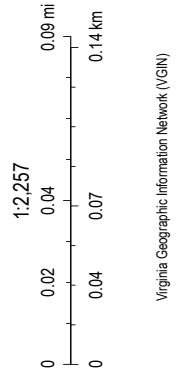
Proposed Marina Building



- 8/30/2022, 11:28:11 AM
- Tax Parcels
 - 911 Address Point
 - Town Boundary

Mecklenburg County GIS

EXHIBIT D: BIRDSEYE VIEW



8/30/2022, 11:24:34 AM

- Tax Parcels
- 911 Address Point
- Town Boundary

EXHIBIT E: SITE PLAN-NEW MARINA BUILDING

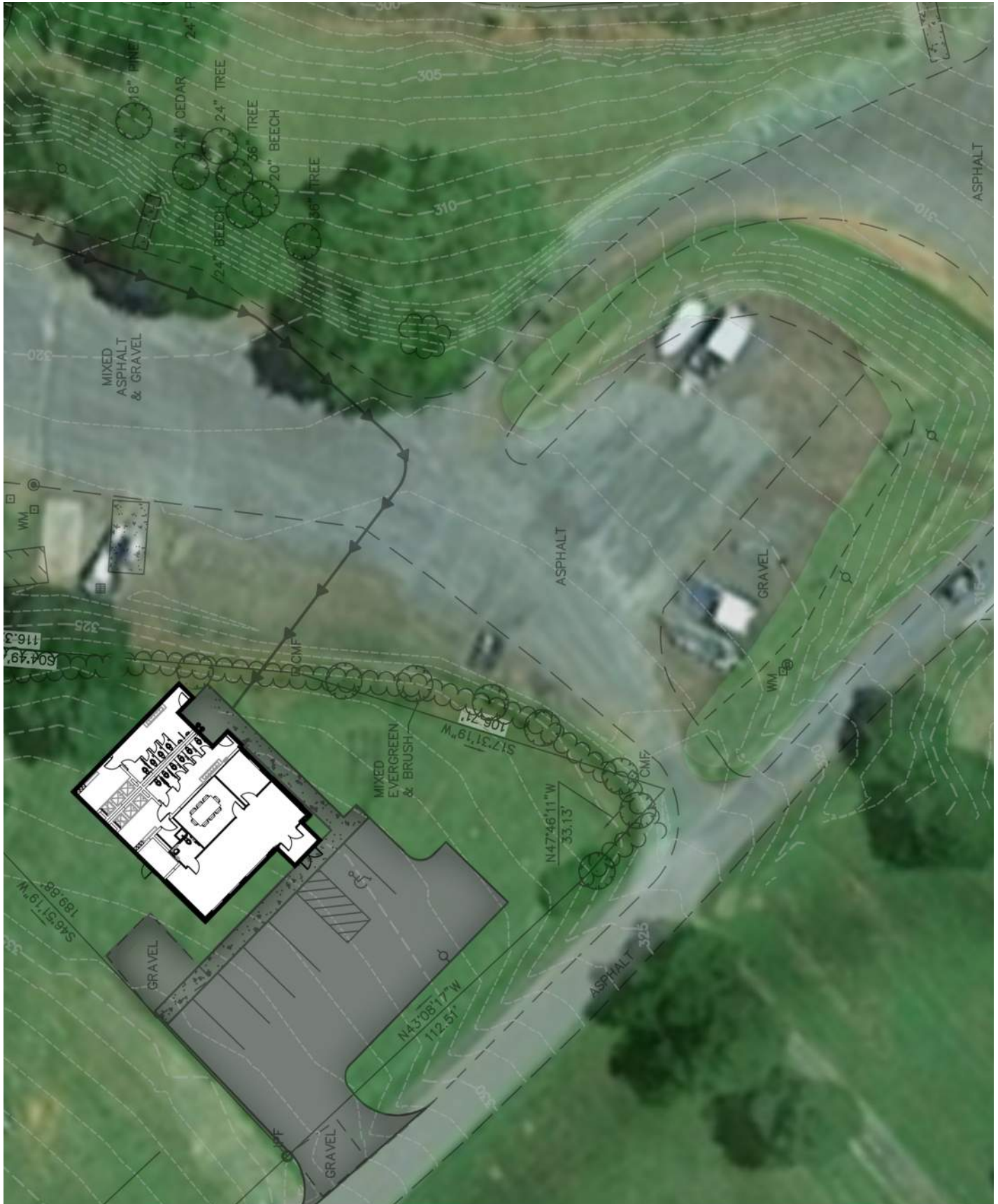
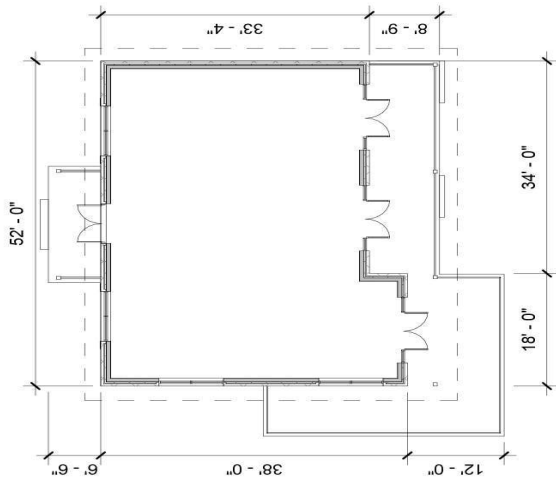
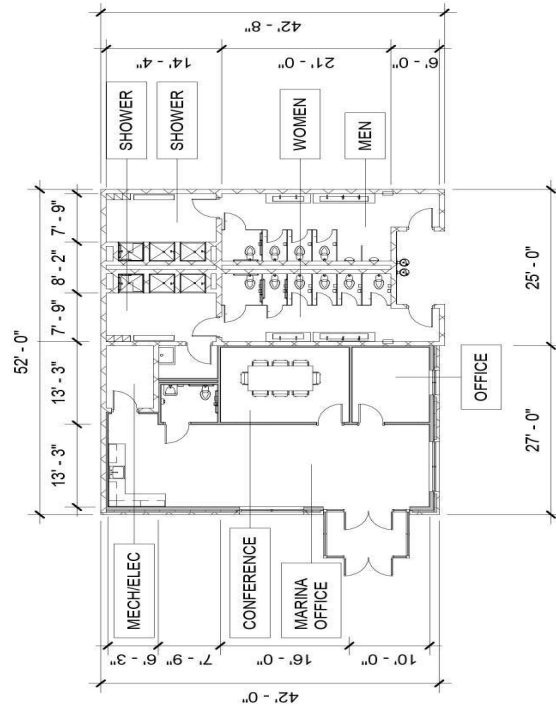


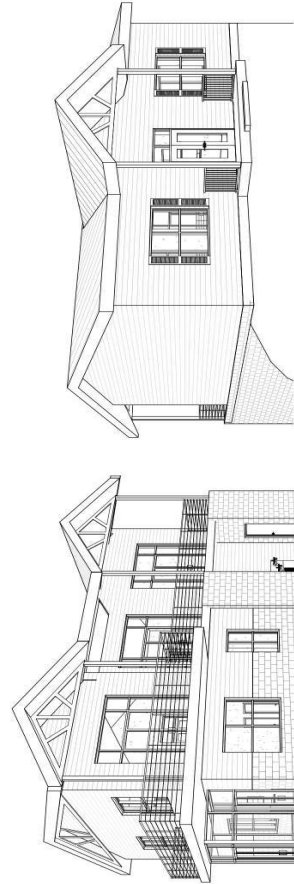
EXHIBIT F: CONCEPTUAL PLAN-NEW MARINA BUILDING



2 SECOND FLOOR PLAN
Scale: 1/16" = 1'-0"

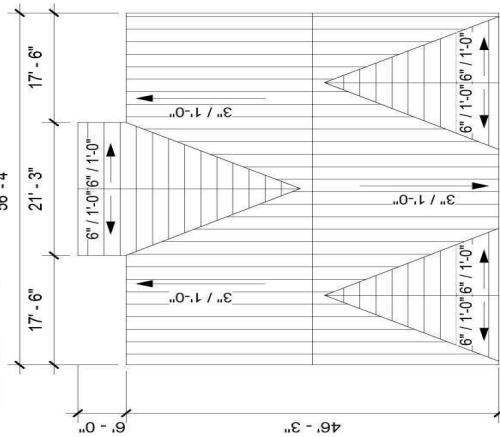


1 FIRST FLOOR PLAN
Scale: 1/16" = 1'-0"



5 REAR 3D

4 FRONT 3D



3 ROOF PLAN
Scale: 1/16" = 1'-0"

