

**REQUEST FOR PROPOSALS
FOR OUTDOOR RECREATIONAL SERVICES
FOR THE TOWN OF NARROWS**

May 28, 2025

I. General:

The Town of Narrows, Virginia (the "Town") is seeking proposals from qualified businesses, individuals, and organizations (the "Offeror") to provide outdoor recreational services on a concessionaire basis in a renovated Town-owned facility at 134 Monroe Street, Narrows, VA 24124 (the "Facility"). The Facility is located along Wolf Creek and near the New River. The Facility is 1800 square feet and consists of a reception and retail area, office, large storage room, two dressing rooms, and accessible restrooms. The floor plan is attached to this Request for Proposal (the "RFP"). The Facility is ready for occupation immediately. The potential for a contract of up to five (5) years is being sought.

Proposals must include the following documents: a business plan, including the fee to be paid for the use of the Facility; a detailed marketing or advertising plan for the services and products offered; statement of qualifications; statement of financial capability; letters of reference; and statement of experience in providing similar services.

Proposals must be submitted to:

Town of Narrows
Attn: Terry Nicholson, Town Manager
210 Main Street
P.O. Box 440
Narrows, VA 24124

by **June 16, 2025, at 3:00 PM** Eastern Standard Time. Please mark on the envelope "Town of Narrows Outdoor Recreation Services RFP."

The Town is an Equal Opportunity Employer. Minority and Women owned firms are encouraged to submit proposals.

Selection of the successful Offeror will be performed in accordance with the Virginia Public Procurement Act. The Town reserves the right to accept or reject any or all proposals received as a result of this RFP and to waive any technicalities, informalities, and irregularities. Furthermore, the Town reserves the right to negotiate with any qualified Offeror or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the Town. This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal to this RFP, or to procure or contract for services.

II. Scope of Services:

The Offeror must have a thorough knowledge of the area and available outdoor recreational resources in and around the Town and Giles County.

The proposal should include a description of what outdoor recreational services will be offered immediately and a growth plan for what outdoor recreational services are planned for expansion in the future (the "Services"). Examples of the nature of the Services being sought include tube, kayak, and canoe rentals; services relating to hiking, rock climbing, and fishing; bike rentals; and K-9 training and related services.

III. General Requirements:

Offerors submitting proposals to this RFP for consideration must comply with the following:

- A. The Offeror must possess all applicable licensing and permits (local, state, & federal) to operate a successful business and provide a copy of each permit and license or show that the required licensing and permits will be obtained in order to operate during the 2025 calendar year and maintained each year thereafter for the term of the contract. It is the Offeror's responsibility to know what licensing and permits are required.
- B. Prior to commencing the Services, the Offeror must provide a certificate of insurance that names the Town as an additional insured. During the term of the contract, the Offeror shall be responsible for maintaining comprehensive general liability insurance with a limit of not less than Two Million (\$2,000,000.00) Dollars combined single limit covering all claims, including, but not limited to, property damage, death, and personal injury, that may occur as a result of or may arise out of its use of the Facility or its provision of the Services. Such insurance shall be the primary insurance to any other insurance maintained by the Town. In addition, during the term of any contract awarded pursuant to this RFP, Offeror shall be responsible for having each customer or person who rents or uses any recreational equipment or otherwise participates in any recreational activity provided by the Offeror to execute an assumption of risk and waiver of liability agreement in a form provided by the Offeror and approved by the Town.
- C. Prior to commencing the Services, the Offeror must provide proof of Workers' Compensation insurance in the amounts as required by law.
- D. The proposal must include a statement of the fee, rent, or payment (the "Fee") to be paid to the Town for the use of the Facility, including an explanation as to the basis or justification for the Fee.
- E. The proposal must include a business plan, including a plan for how the Services will be marketed or advertised, and documentation demonstrating the

Offeror's financial capability to pay the Fee and provide the Services.

- F. The successful Offeror shall be responsible for all utility fees for the operation of the Facility; including, but not limited to, water, sewer, electric, telephone, and internet service.
- G. The successful Offeror shall supply all appropriate equipment and materials for successful and professional operation of the business.

IV. Basis for Award:

- A. Proposals will be evaluated based upon the evaluation criteria contained in Section VI. of this RFP. Offerors must make written proposals which present the Offeror's qualifications and understanding of the Services to be provided. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information which you consider pertinent to your qualifications for the Services.
- B. If more than one submittal is deemed to be fully qualified, then negotiations shall be conducted with each of the Offerors selected. After negotiations, the Town shall select the Offeror which the Town determines made the best proposal and award the contract to that Offeror.

V. Instructions for Submitting Proposals:

A. Submission of Proposals:

- 1. The Town will NOT accept oral proposals or proposals received by telephone, fax machine, telegraph, email, or other electronic means. The proposal must be a hard copy.
- 2. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- 3. The proposal must be signed in order to be considered. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal.
- 4. The proposal and any other documents required shall be enclosed in a sealed opaque envelope.
- 5. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.

6. The time proposals are received shall be determined by stamp in the Town Office. Offerors are responsible for ensuring that their proposals are stamped by Town Office personnel by the deadline indicated.

B. Offeror's Representation:

1. Each Offeror, by submitting a proposal in response to this RFP, represents that the Offeror has read and understands the nature of the Services being sought and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the provision of the Services.
2. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the Facility or the recreational resources available in the area, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

C. Modification of Proposal:

1. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Town in writing of its intentions.
2. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
3. Modified and withdrawn proposals may be resubmitted to the Town up to the time and date set for the receipt of proposals.
4. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

D. Acceptance of Proposals:

1. All proposals received in the Town Office on time shall be accepted.
2. All late proposals shall be returned by the Town Office unopened to the sender.
3. Proposals shall be open to public inspection only after award of the contract.

VI. Evaluation Criteria:

Proposals shall be evaluated using the following criteria:

1. Expertise and past experience of the Offeror in providing services similar in nature and scope as those being sought in this RFP.
2. The extent to which the proposed services will benefit and promote the Town's goal of providing outdoor recreational activities to the public;
3. Familiarity with the natural and other resources required for the proposed business in the Town of Narrows and Giles County.
4. Scope of available services, including any related goods, that the Offeror intends to provide.
5. Proposed business and marketing plan.
6. Capability to implement the proposed business and marketing plan in an effective and timely manner.
7. Experience and qualifications.
8. Proposed Fee to the Town for use of the Facility, including the basis and justification for the proposed Fee.
9. Alignment of proposed services with grant funding requirements.

VI. General Contract Terms and Conditions:

A. Taxes:

The Offeror shall be required to pay any business license fees or other federal, state, or local taxes or fees relating to the provision of the Services.

B. Award of Contract:

1. The Town reserves the right to reject any or all proposals.
2. The successful Offeror shall, within fifteen **(15)** calendar days after prescribed documents are presented for signature, execute and deliver to the Town the contract forms and any other forms, certificates, or bonds required by the RFP.
3. The contract documents shall be subject to any regulations governed by the law of the Commonwealth of Virginia.
4. Any contract resulting from this RFP is not assignable, except with the written approval of the Town.

C. Offeror Performance:

1. The Offeror agrees and covenants that its agents and employees shall comply with all Town, County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds, including damage to the natural environment by trash or waste.
3. The Offeror shall be a good steward of the Town's properties and, as applicable, the natural resources used during the performance of their services.
4. The Offeror shall be an independent contractor and shall not be an employee of the Town.

D. Project Funding; Notice:

1. The Offeror acknowledges that the Facility is subject to grant funding requirements through the Department of Housing and Community Development (DHCD). In the performance of the Services, the successful Offeror agrees to comply with all federal, state, and local rules, laws, and regulations applicable to the grant.

E. Procurement Act Provisions:

1. The "Supplemental Terms and Conditions" attached to this RFP as "Attachment A" is incorporated herein and made a part of this RFP and shall be a part of any contract awarded pursuant to this RFP.



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NARROWS
DOWNTOWN
FACADES

OUTFITTERS BUILDING

Project Status



ELECTRICAL
POWER PLAN

DATE: 10/10/2011
PROJECT: NARROWS DOWNTOWN FACADES
SHEET: E101
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 10/10/2011

E101

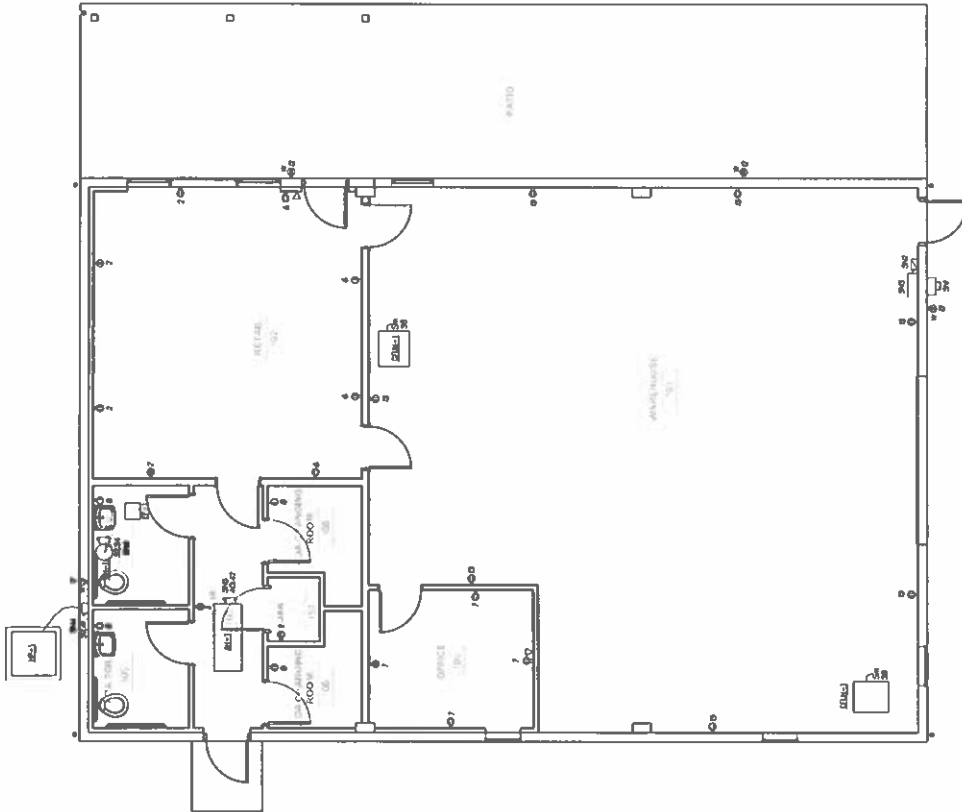
CARBO INC.
ENGINEERING
10000
10000
10000

SHEET NOTES:

- SW - EXISTING SWITCH TO REMAIN
- SW - EXISTING 300A BROWN-34-4W FUSED SERVICE DISCONNECT SWITCH TO BE RELOCATED
- SW - EXISTING 300A BROWN-34-4W 48 HOLE PANEL TO BE RELOCATED
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DEVICE & SYMBOL LEGEND

- SW - EXISTING SWITCH TO REMAIN
- SW - EXISTING 300A BROWN-34-4W FUSED SERVICE DISCONNECT SWITCH TO BE RELOCATED
- SW - EXISTING 300A BROWN-34-4W 48 HOLE PANEL TO BE RELOCATED
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1 POWER PLAN
10/10/2011

ATTACHMENT A-SUPPLEMENTAL TERMS AND CONDITIONS
TO REQUEST FOR PROPOSAL FOR OUTDOOR RECREATIONAL SERVICES
FOR THE TOWN OF NARROWS, VIRGINIA

For purposes of the Request for Proposal for Outdoor Recreational Services for the Town of Narrows, Virginia (the "RFP"), the term "Offeror" in the RFP and the term "Company" in this Attachment A-Supplemental Terms and Conditions (the "Supplemental Terms") shall be treated as synonymous with one another. Furthermore, the following Supplemental Terms shall be incorporated and made a part of any agreement or contract awarded as a result of the RFP.

1. **Non-Discrimination.** During the performance of the Agreement, Company agrees as follows:

A. Company shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 Company. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Company, in all solicitations or advertisements for employees placed by or on behalf of Company, will state that Company is an equal opportunity employer.

C. 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 these provisions.

D. Company shall include the foregoing provisions concerning non-discrimination in every subcontract or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

2. **Drug-Free Workplace.** During the performance of this Agreement:

A. Company agrees to (i) provide a drug-free workplace for employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of the prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Company that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of the above, "drug-free workplace" means a site for the performance of work done in connection with this Agreement, or a subcontract or purchase order awarded to a subcontractor or vendor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance under the subcontract or this Agreement.

3. **Faith-Based Organizations.** Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Town does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Company is a faith-based organization, then Company shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to § 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Town and a faith-based organization, you are hereby notified as follows:

Neither the Town's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated,

**please discuss the complaint with your provider
or notify the Town.**

4. Claims Procedure. Notwithstanding any other provision contained in this Agreement, contractual claims or disputes by Company, whether for money or other relief, as a condition precedent to pursuing any other legal remedy, shall be subject to the following procedure:

A. All such claims shall be submitted in writing no later than sixty (60) days after the end of the term of the Agreement; provided, however, that Company shall give the Town written notice of its intention to file a claim or dispute within thirty (30) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Company's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope.

B. Whether or not Company files such written notice, Company shall proceed with the services as directed. If Company fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

C. The Town, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within sixty (60) days of the claim. Each such decision rendered shall be forwarded to Company by written notice.

D. If Company disagrees with the decision of the Town concerning any pending claim, then Company shall promptly notify the Town by written notice that Company is proceeding with the services under protest. Any claim not resolved, whether by failure of Company to accept the decision of the Town or under a written notice of Company's intention to file a claim or a detailed claim not acted upon by the governing body of the Town, shall be specifically exempt by Company from any future payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in subsequent payments.

E. The decision on contractual claims by the governing body of the Town shall be final and conclusive unless Company appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court. Nothing contained herein deprives either party of access to the courts.

5. Certifications. Company certifies and agrees to the following:

A. The bid or offer (1) has been made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services

with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;

B. Company has not offered or received any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, Company has not received or provided to another person any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

C. Company is not a party to nor has it participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;

D. Company has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged;

E. Company understands that collusive bidding is a violation of the Virginia Governmental Frauds Act, the Virginia Public Procurement Act, and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.

6. **Immigration Laws.** Pursuant to Virginia Code § 2.2-4311.1, during the performance of the Agreement, Company shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7. **Authority to Transact Business.** If Company is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Company hereby certifies that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Virginia Code Title 13.1 or Title 50 or as otherwise required by law. Furthermore, Company hereby certifies that the representative executing this Agreement is authorized to do so on the Company's behalf.