

REQUEST FOR PROPOSALS  
**CONWAY MARINA STORE LEASE**  
FOR THE  
CITY OF CONWAY  
CONWAY, SC 29526

RFP IS DUE NO LATER THAN 2:00PM ON THURSDAY, MAY 25, 2017

**INTRODUCTION:** You are invited to submit a proposal in accordance with the requirements of this solicitation as contained herein. The City of Conway is soliciting proposals from qualified offerors to enter into a public/private partnership by providing a turnkey operation of the Conway Marina Store located at 4 Elm Street, Conway, South Carolina. Operation includes merchandise sales, canoe/kayak rentals, gasoline sales and launch fees from the adjacent ramp. Proposals will be accepted until **2:00 pm on Thursday, May 25, 2017**, at which time respondents to this request will be publicly identified and recorded in the presence of one or more witnesses. Due to the possibility of negotiation with all offerors, the contents of any proposal shall not be disclosed at the time of opening and shall not be considered public information until after contract award is made. The proposal must be signed by an official authorized to bind the offeror and it shall contain a statement to the effect that the proposal is firm for a period of at least 60 days from the closing date for submission of proposal. The proposal must be submitted in a sealed envelope showing the above proposal title, proposal number and closing date and time.

This Request for Proposal (RFP) does not commit the City of Conway to award a contract, to pay any cost incurred in the preparation of a proposal or to procure or contract for the articles of goods or services. The City of Conway reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal if it is in the best interest of the City of Conway to do so.

**PARKS, RECREATION & TOURISM MISSION STATEMENT:** It is the mission of the Conway Parks, Recreation & Tourism Department to enhance the quality of life for all citizens through the development of facilities, services and programs that promote a lifestyle of wellness and physical activities for all ages.

**DEMOGRAPHICS:** The City of Conway has an estimated population of over 25,000 within the city limits. There are 65,000 residents with a 5 mile radius of the center of Conway (*Source US Census data*). The city owns and operates the Conway Marina Store. The store currently sells gasoline, a variety of drinks, snacks, hotdogs, convenience items, fishing supplies and hand dipped ice cream. The store rents Canoes and Kayaks and offers sanitary pump-outs of boats. The store also sells daily and annual boat launch passes for access to the Waccamaw River. The facility is approximately 1,500 square feet and includes two restrooms with showers, a main office, storage, deck and main show room.

**CURRENT FEES AND CHARGES:** The following fees and charges have been approved by the Conway City Council.

**Launch Fee:**

Daily Launch	\$2.00 (City Resident & Non-Resident)	
Annual Launch	\$30.00 (City Resident)	\$45.00 (Non-Resident)

**Canoe/Kayak/ Rental**

Hourly	\$10.00 (City Resident & Non-Resident)
2 Hours	\$15.00 (City Resident & Non-Resident)
4 Hours	\$25.00 (City Resident & Non-Resident)
Daily	\$30.00 (City Resident & Non-Resident)

*(Any changes in fees and charges must receive prior approval from Conway City Council.)*

City of Conway RFP – Conway Marina Store – Deadline: 2:00pm on Thursday, May 25, 2017

**AVERAGE ANNUAL EXPENSES:** These figures come from the most recently completed budget year FY 15/16.

General Maintenance: **\$1,000.00**  
Phone (2 lines – phone & fax): **\$932.30**  
Items for Resale: **\$4132.61**  
Gas: **\$13,360.51**

**CURRENT ANNUAL SALES:**

Launch Fees & Merchandise sales: **\$15,152.48**  
Gas sales: **\$11,968.88**

**CURRENT HOURS OF OPERATION:**

**May 1 – September 15**

Monday – Friday 9:00 am – 6:00 pm

Saturday 7:00 am – 5:00 pm

Sunday 9:00 am – 5:00 pm

**September 16 – April 30**

Sunday – Friday 9:00 am – 5:00 pm

Saturday 8:00 am – 5:00 pm



## **GENERAL CONDITIONS**

**SITE VISIT:** To arrange a detailed site visit, please contact Foster Hughes – Parks, Recreation & Tourism Director at 843-488-7690 or [fhughes@cityofconway.com](mailto:fhughes@cityofconway.com). Site visits are highly encouraged. The successful offeror, in undertaking the work under this lease agreement, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

**FREEDOM OF INFORMATION STATEMENT:** Procurement information shall be a public record to the extent required by Chapter 3 of Title 30 (The Freedom of Information Act), South Carolina Code of Laws, 1976, with the exception that commercial or financial information obtained in response to a “Request for Proposals” which is privileged and confidential if so designated by the bidder shall not be disclosed. Such information must be clearly marked as “CONFIDENTIAL” by the offeror for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

**CITY REGULATIONS:** The successful offeror and its representatives will be required to follow all applicable City of Conway policies and regulations while on City property, including policies regarding the use of tobacco, weapons, and drugs. No work shall interfere with regular City business activities or environment without permission from the City Administrator.

**QUESTIONS:** Any questions must be submitted to Foster Hughes – Parks, Recreation & Tourism Director by email at [fhughes@cityofconway.com](mailto:fhughes@cityofconway.com). The deadline to submit questions is **Monday, May 1, 2017 at 5:00pm.** Responses to any questions will be made available no later than **Wednesday, May 3, 2017 at 5:00pm.** The responses will be addressed in the form of Addenda.

**ADDENDA:** Addenda, if any, will be published on the City’s website on the procurement page at [www.cityofconway.com](http://www.cityofconway.com). The City of Conway will not be responsible for any other explanations or interpretations. The City of Conway reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The City of Conway reserves the right to reject any or all proposals and waive technicalities and informalities. Prior to submitting a bid, interested offerors are encouraged review any questions and answers submitted.

**RFP SUBMISSION:** Any RFP’s submitted shall be valid for a period of 60 days from the closing date for submission of proposal. Once submitted to the City of Conway, the RFP may not be withdrawn from consideration without written consent of the City Administrator or designee.

**Proposal Form and Format:** Proposals should contain all information required by the RFP and be submitted in a sealed envelope addressed to:

**Foster Hughes  
Conway Parks, Recreation & Tourism  
PO Box 1075  
Conway, SC 29528**

*The title, “Marina Store Lease,” and the offeror’s name must be shown  
on the OUTSIDE of the sealed envelope.*

**EVALUATION FACTORS:** All evaluation factors will be considered when reviewing submitted proposals. These evaluation factors include:

- a) Services, activities and events to be offered.
- b) Hours of operation.
- d) Staffing levels and experience and qualifications of proposed staff.
- e) Proof of successful experience in projects of this nature.
- f) A list of any variations from, or exceptions to, the conditions and specifications of this RFP and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions. If no exceptions, write "No Exceptions."
- g) Proposed rental payment to the City for lease.
- h) List of items proposed to be sold in Store.

**AFFIDAVITS:** Before acceptance of the proposal by the City, the successful offeror will be required to furnish affidavits on the enclosed forms.

**AWARD OF CONTRACT:** Award of contract will be made to the offeror submitting the proposal which the City determines best meets the needs of the City in accordance with the requirements of the RFP. This solicitation does not commit the City of Conway to award a contract, pay any costs incurred in the preparation of the proposal, or procure or contract for goods or services listed herein. The City reserves the right to reject any or all proposals, waive any informality in proposals and accept in whole or in part such proposal as may be deemed in the best interest of the City.

**GRIEVANCE:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Foster Hughes - Parks, Recreation & Tourism Director. The protest shall be submitted in writing within fourteen (14) days after the awarding of the lease agreement.

**CONTRACT:** Upon contract award, the City and successful offeror will have a signed contract prior to the commencement of any work.

**TERM OF AGREEMENT:** The initial term of the lease agreement shall be for one year (12 months). The lease may be renewed annually. The City of Conway or the lessee may cancel the lease with a ninety (90) day notice prior to the end of the contract period. Failure to comply with the agreement by lessee shall result in a 30 day notice of intent to terminate by the City of Conway.

**INSURANCE:** The lessee must provide at a minimum:

- a) \$1,000,000 in general liability insurance coverage listing the City of Conway as additional insured.
- b) Proof of workers' compensation insurance for all employees, instructors and or independent contractors that will work at the facility.
- c) Liability insurance in the amount of \$1,000,000 to cover canoe/kayak rentals.

Insurance must be written by a company licensed by the South Carolina Department of Insurance to do business in South Carolina. Within three (3) days after notification of award and prior to the commencement of work, the lessee shall furnish to the City a certificate of insurance listing the City as additional insured.

**INDEMNIFICATION:** The lessee shall agree to hold the City of Conway harmless and to indemnify the City from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (*regardless of who the owner of the property may be*) of any place in which work is located arising out of or suffered through any act or omission of the successful offeror or its subcontractor.

**TAXES/LICENSES:** The lessee shall be responsible for remitting any required local, state and federal taxes as well as purchasing and maintaining the appropriate business licenses as required by law.

**LESSEE'S RESPONSIBILITIES:** The lessee shall be responsible for all expenses for the operation and general sanitation of the Marina store except as noted below under **City's Responsibilities**. Expenses include, but are not limited to: Electricity, Phone, Cable, Water, Items for resale, Gasoline, cleaning supplies, maintenance and repair of gas pump, staff wages, taxes, business supplies, applicable permits and business licenses. Lessee is also responsible for the repair of sanitary pump-out machine and ice machine.

**CITY'S RESPONSIBILITIES:** The City of Conway shall be responsible for any major building maintenance of the Marina store such as electrical, HVAC, plumbing, lighting fixtures, roof, structure, elevator maintenance, landscaping and grounds maintenance. The City will also be responsible for water, garbage collection and electricity.

**SCOPE OF WORK:** The City of Conway, South Carolina, is soliciting proposals from qualified offerors to provide a turnkey operation for the Conway Marina Store. The provision of services specified within this RFP are to include, at a minimum:

- A positive experience for all patrons using the facility.
- Onsite supervision during hours of operation.
- A well stocked store with gas sales, canoe/kayak rentals and General concessions.
- General maintenance including, but not limited to:
- Replacing light bulbs
- General daily cleaning and removal of trash for the following areas: steps, sidewalks, docks adjacent to the store, deck, patio tables & umbrellas, elevator, office area and building interior.
- Informing the Parks, Recreation & Tourism Director of any problems reported with maintenance or citizen concerns.
- Cleaning restrooms daily (*remove trash, sweep, mop floors, sanitize toilets and sinks, wipe down counters and mirrors and remove trash*)
- Cleaning Store daily (*remove trash, sweep, mop floors, keep lounge area neat, keep for sale items in stock and organized, keep office neat, clean and uncluttered*)

*(All maintenance, cleaning equipment and supplies to be provided by successful offeror.)*

**STAFFING REQUIREMENTS:** At a minimum, the City of Conway requires at least one staff member to be on site during all hours of operation.

**FEE COLLECTING AND REPORTING:**

The Lessee is to provide a financial report, including a listing of all revenues and a facility inspection report, which must be submitted on a monthly basis to the City's Director of Parks, Recreation & Tourism.

All revenue from Marina store sales, pump-outs, gasoline sales and canoe/kayak rentals will be retained by the lessee.

**ITEMS FOR SUBMITTAL:**

1. A cover letter describing your experience and qualifications in reference to retail business operations and your interest in operating the facility.
2. Resume.
3. *Specific details* of any operational changes being recommended in the proposal such as Hours of Operation or Fee Schedule.
4. The proposed minimum and maximum staffing of the facility.
5. A job description for staff who will be working at the facility.
6. A list of the types of services that you would offer from the Pro Shop as well as the types of goods and services that you would sell.
7. Contact information for at least 3 references who can attest to your experience in retail business operations.
8. Disclosure of any litigation within the past five years in which a claim has been made against you or your company.
9. A current financial statement including cash on hand and net assets.
10. Offerors shall propose an annual rental amount for the lease of the Marina store to be paid in twelve equal monthly installments to the City for the initial one-year term of the lease.

Required Form

**PROPOSAL CHECKLIST  
FOR THE CONWAY MARINA STORE LEASE**

***BIDDERS:***

**Name of Firm:**

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**YOU ARE REQUIRED TO COMPLETE THIS CHECKLIST AND INCLUDE IT WITH YOUR PROPOSAL.**

**YOUR PROPOSAL PACKAGE MUST INCLUDE ONE ORIGINAL OF THE FOLLOWING REQUIRED ITEMS IN THE ORDER SPECIFIED:**

- \_\_\_\_\_ 1. SIGNED PROPOSAL CHECKLIST
- \_\_\_\_\_ 2. SIGNED PROPOSAL FORM
- \_\_\_\_\_ 3. SIGNED AFFIDAVIT
- \_\_\_\_\_ 4. INDEMNIFICATION
- \_\_\_\_\_ 5. ACKNOWLEDGMENT OF ADDENDA
- \_\_\_\_\_ 6. COVER LETTER
- \_\_\_\_\_ 7. RESUME
- \_\_\_\_\_ 8. SPECIFIC DETAILS OF PROPOSED OPERATIONS
- \_\_\_\_\_ 8. PROPOSED MINIMUM AND MAXIMUM STAFFING
- \_\_\_\_\_ 9. JOB DESCRIPTION OF STAFF
- \_\_\_\_\_ 10. LIST OF GOODS AND SERVICES TO BE OFFERED
- \_\_\_\_\_ 11. THREE (3) REFERENCES ATTESTING TO YOUR RETAIL EXPERIENCE
- \_\_\_\_\_ 12. DISCLOSURE OF ANY LITIGATION WITHIN THE LAST 5 YEARS.
- \_\_\_\_\_ 13. CURRENT FINANCIAL STATEMENT INCLUDING CASH ON HAND AND NET ASSETS.

*Failure to provide all items requested shall disqualify your proposal.*



**PROPOSAL FORM  
FOR  
MARINA STORE LEASE  
REQUIRED FORM**

**TO BE RECEIVED NO LATER THAN 2:00 PM, on THURSDAY, MAY 25, 2017**

DELIVER TO:  
CITY OF CONWAY  
PARKS, RECREATION & TOURISM  
ATTN: FOSTER HUGHES  
PO BOX 1075, CONWAY, SC 29528

**Name of Firm:** \_\_\_\_\_

Offeror understands that this proposal shall be valid for a period of 60 days from the closing date for submission of proposal. Once submitted to the City of Conway, the RFP may not be withdrawn from consideration without written consent of the City Administrator or designee. Having carefully examined the Request for Proposal for the Marina Store operation, any addenda, and conditions affecting the work, the undersigned proposes to provide all services outlined in the attached proposal for the following amount:

**Proposed Annual Lease Value \$** \_\_\_\_\_

Respectfully Submitted,

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
(Print) Name and Title of Offeror

\_\_\_\_\_  
Signature of Offeror

**AFFIDAVIT  
REQUIRED FORM  
(This Affidavit is Part of the Proposal)**

**STATEMENT OF NONCOLLUSION**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is \_\_\_\_\_  
(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_,  
the party making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said OFFEROR has not colluded, conspired, connived, or agreed directly or indirectly, with any OFFEROR or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other OFFEROR, or to fix any overhead, profit or cost element of said proposal price, or that of any other OFFEROR or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such OFFEROR has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Offeror Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Notary Public in and for \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_.

**REQUIRED FORM**  
**(This Affidavit is Part of the Proposal)**  
**INDEMNIFICATION**

The VENDOR will indemnify and hold harmless the OWNER (*THE CITY OF CONWAY*) and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of, tangible property including the loss of use resulting there from and is caused in whole or in part by any negligent or willful act or omission of the VENDOR, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or any of its agents or employees by an employee of the VENDOR, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the VENDOR under the workman's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the VENDOR under this paragraph shall not extend to the liability of the CITY OF CONWAY or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

OFFEROR (Print name): \_\_\_\_\_

OFFEROR SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_

**REQUIRED FORM**  
**ACKNOWLEDGEMENT OF ADDENDA**

Proposer hereby acknowledges receipt of all addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Offeror Name \_\_\_\_\_

Offeror Signature \_\_\_\_\_