

**WEST VIRGINIA
DIVISION OF NATURAL RESOURCES
PARKS AND RECREATION SECTION**

**REQUEST FOR PROPOSALS
FOR EQUIPPING AND OPERATING THE MARINA
AT
BLUESTONE STATE PARK**



RESPONSE REQUESTED BY: 4:00 P.M. EST, FRIDAY, MAY 30, 2025

Submit to:

**Jesse Anderson, District Park Manager
Bluestone State Park
2104 Bluestone Park Rd.
Hinton, West Virginia 25951
304.352.1360 telephone**

REQUEST FOR PROPOSALS FOR EQUIPPING AND OPERATING A MARINA AT BLUESTONE STATE PARK

INTRODUCTION

The West Virginia Division of Natural Resources, Parks and Recreation Section, hereinafter called the **Division**, is seeking a qualified and competent concessionaire to equip and operate the marina at Bluestone State Park near Hinton, West Virginia, and is hereby soliciting offers from all interested and qualified individuals and corporations, hereinafter called the **Contractor, Concessionaire, or Proposer**.

The marina is located on a U.S. Army Corps of Engineers lake and situated in the Pipestem Creek drainage area. Consideration will be given to proposals that include the relocation of the marina at the Proposer's expense to other areas of the lake provided approval can be obtained from the U.S. Army Corps of Engineers. Operation of the marina has been provided by means of a concession agreement since its inception.

TERMS OF THE PROPOSAL

Proposals must include a complete revenue and expense pro forma developed for ten (10) years of operation; information on any proposed ancillary financial arrangements; identification of any sub-contractors; proposed rates for all facilities and services; a business and marketing plan; references; resume of past marina and/or watercraft business experience; proposed staffing levels; and any other information referenced or represented as necessary in this Request for Proposals (RFP) or its attachments.

Interviews will be scheduled with qualified prospective concessionaires. Interviews will be conducted at Bluestone State Park or as otherwise notified.

PROCEDURES

Proposals are being solicited pursuant to this RFP and must be submitted according to these instructions. Sealed proposals will be received by:

Jesse Anderson, District Park Manager
Bluestone State Park
2104 Bluestone Park Rd.
Hinton, WV 25951
304.352.1360 telephone
Jesse.D.Anderson@wv.gov

until 4:00 p.m. EST, Friday, May 30, 2025. At this time, proposals will be publicly opened. The opening will be followed at some subsequent time by an evaluation and a decision by the Division.

1. **How to Submit Proposals** All proposals must be submitted in triplicate (one original and two copies is acceptable). This information should be submitted in a sealed envelope bearing on the outside the name of the Proposer, its address, the date for the opening of the proposals, and the words "Bluestone State Park Marina Concession". Proposals must actually be received by the Division at the above address before the above-stated opening time to be considered.
2. **Interpretation of Documents, Questions, and Addenda** The proposer must carefully examine the requirements and conditions expressed in the attached documents and become fully informed as to the quality and character of facilities and actions required. If any person planning to submit a proposal finds any discrepancy in or omissions from the proposal documents, or has any questions concerning this RFP or his or her proposal, a request for interpretation must be submitted to the District Park Manager, Jesse Anderson. The Division is not responsible for any explanations or interpretations obtained in any other manner. Any questions by prospective concessionaires prior to the proposal submission date will be answered if possible and this information provided to all prospective concessionaires.
3. **Site Visitations** Any prospective concessionaire desiring to visit the premises should contact Superintendent Jessica Stoner at Bluestone State Park at 304.466.2805 and arrangements will be made for a visit to the park and a tour of the facilities.
4. **Rejection of Irregular Proposals** Proposals may be rejected if they show any irregularities. The Division reserves the right to waive any irregularities,

technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

5. **Review of Proposals** Following the opening, all proposals will be reviewed by a committee consisting of representatives of Division staff and other interested parties as selected by the Division. This committee will review all proposals that meet the minimum qualifications.
6. **Oral Presentations** Proposer may be required, at Division's option, to make public and/or private oral presentations to elaborate on the written proposal. These presentations will be held subsequent to the preliminary evaluations of the proposals. The Division will notify each such Proposer of the scheduled time and location for his presentation.
7. **Confidential Information** The Division may be required to disclose proposal responses (pursuant to the State's public records law). By submitting a proposal, the Proposer agrees that the Division may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public information. By submitting a proposal, the Proposer consents to such copying and warrants and represents that such copying will not violate the rights of any third party.

Information that fits the definition of a trade secret is an exception to the required public information disclosure. A trade secret is generally defined as a formula, pattern, device, or compilation of information which is used in one's business and which gives one an opportunity to obtain an advantage over competitors who do not know or use it. The Division will make available as requested and as required by the Freedom of Information Act (FOIA) proposal responses with the exception of items that fit the definition of trade secrets. In proposal responses, the top of each page containing information defined as a trade secret must be marked with the following phrase: "TRADE SECRET—DO NOT DISCLOSE."

Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identified to the reader where it appears. All copies of the proposal submission, as well as the original, must be marked in this manner. A Proposer's failure to request confidential treatment of material pursuant to this section and the relevant laws will be deemed as a waiver of any right to confidentiality that a proposing firm may have had. Any request for confidential treatment of information must be included in the transmittal letter with the proposal. In any such request, the Proposer must enumerate the specific grounds that support the treatment of materials as confidential and must

also explain why disclosure of the information is not in the best interest of the public.

REQUIRED INFORMATION

Proposals shall be submitted on Division forms where provided, and in accordance with these instructions:

1. **Proposal Form** Proposer shall insert proposed figures and execute this form (see *Exhibit 1*). Other forms to be submitted are attachments to this proposal form. The blanks to be filled in are:
 - a. **Concession Payments** Proposer shall insert the percentage of gross receipts that Proposer is willing to pay to the Division.
 - b. **Equipment** Proposer shall provide a list of all major equipment inventory (docking system, watercraft, office/bait house) that will be provided in the operation of this concession (see *Exhibit 2*). This list shall contain at a minimum: year, make, model number, estimated new value, and estimated date that equipment will be available to the general public.
 - c. **Execution of Proposal** Each Proposer shall fully execute the proposal as directed in the form.
2. **Attachments** The following additional information must be attached to and is a part of the proposal form.
 - a. **Additional Investment** Proposer may wish to provide additional park improvements and/or facilities to be developed in conjunction with and/or apart from the concession that will become the property of the Division. The approval to allow any additional improvements and/or facilities rests with the Division and the State. Proposers shall provide a brief description of the additional improvements and/or facilities, their cost or value, benefits these additions will provide to the Division and indicate willingness to transfer ownership of any facilities to the Division (no form provided).
 - b. **Pro Forma Income or Cash Flow Statement** Proposer shall prepare or have prepared a projection of revenues and expenditures anticipated from the first full year of all proposed activities. Revenues must be broken down to show docking fees, watercraft rental, equipment rental, gasoline sales, equipment sales, snacks and miscellaneous sales (no form provided).
 - c. **Statement of Corporate Structure and Subcontractors** Proposer shall describe its corporate structure (sole proprietorship, corporation, partnership, joint venture, etc.), describe any and all proposed ancillary financial arrangements related to this project, and any subcontractor that may be used (no form provided).

- d. **Statement of Personal History and Experience** Proposer shall provide (on the form attached) a statement of personal history and experience covering each person who will have an equity ownership in the proposal (only the three [3] largest owners if there are more than three [3]) and any manager, corporate president, corporate vice-president(s), corporate secretary, corporate treasurer and any other person who will be actively involved in the management of the facility and optional addition(s).
- e. **Statement of the Proposer's Principals** Proposer shall utilize the attached *Statement of Proposer's Principals* to supply the information requested concerning the person or persons who will be given initial personal responsibility (for the periods of time indicated in the form) for management of each of the indicated parts of the project (see pages 31 and 32).
- f. **Insurance** Proposer shall include a letter from an insurer or insurers stating that the insurer can and will provide the required insurance if Proposer is awarded the concession (no form provided).
- g. **Proposed Rates and Operating Details for All Facilities** Proposer shall prepare and include with its proposal a listing of proposed rates for boat slips and watercraft rentals and times of operation for all facilities for the first year of operation (see page 33).
- h. **Business and Marketing Plan** Proposer shall provide, in narrative form, its intended business and marketing plan (see page 34).
- i. **Experience References** Proposer shall provide up to three references that can verify experience managing comparable facilities (see page 35).
- j. **Statement of Financial Condition** Proposer shall provide financial information as called for in the attached *Statement of Financial Condition* form (see pages 36 and 37). Note that income tax returns for the past three years must be included.
- k. **Personal and Business References** Proposer must provide three personal and two business references (see pages 38 and 39).
- l. **Additional Information** In this section, Proposer must provide any other information referenced or represented as necessary in the RFP or its attachments (no forms attached).

All information, documents, drawings, and other material submitted as part of a proposal shall become property of the Division. Return of any material is solely at the discretion of the Division.

AWARD OF CONTRACT

The Division reserves the right to make the award upon the basis of any of the proposals received as well as the right to withdraw this proposal opportunity at any time for any reason. The Division reserves the right to reject any and all proposals and to waive technicalities as may be deemed best for the interests of the Division. Proposals will be evaluated on a range of factors described herein rather than solely upon proposed concession fee and cumulative value and condition of all investments and may be rejected if it is determined by Division to be unrealistic and in excess of the ability and capacity of the prospective concessionaire and licensed facilities to provide, or if the overall proposal is judged to be not in the best interests, financial or otherwise, of the State of West Virginia.

More than one proposal from an individual, firm, partnership, corporation, or association, under the same or different names will not be considered. Reasonable grounds for believing that a prospective concessionaire is involved in more than one proposal will cause the rejection of all proposals in which such prospective concessionaire is interested. Proposals can be rejected if there is reason to believe that collusion exists among any or all prospective concessionaires, and persons or firms participating in such collusion shall not be permitted to submit proposals in the future for this or other state park concessions.

No contract will be awarded except to a proposer deemed by the Division as capable of performing the type of service contemplated as described herein. The Division may declare any prospective concessionaire ineligible and reject the proposal of the same at any time during the process of receiving proposals or awarding the Contract for developments that arise, which, in the opinion of the Division, indicate a lack of responsibility or failure to act in good faith on the part of a prospective concessionaire.

SCOPE OF THE PROJECT AND CONTRACT

The Contractor will be granted a license to provide and operate a marina and watercraft rental business along with ancillary facilities located at Bluestone State Park for the purpose of providing water-based recreation to the general public. Contractor must plan, staff, train, stock, and do all things necessary and incidental to assure that all facilities are open and operating no later than July 1, 2025, unless otherwise approved in writing by Division. The Contractor shall be the sole agent responsible for providing marina operations at the Bluestone State Park location. Subcontracting of particular component(s) is permissible only with the prior written approval of the Division or as might be outlined within the proposals solicited herein. The Contractor agrees to furnish the park superintendent a listing of all prices for the information and approval of the Division and distribution to the public. The Division intends to award a

contract up to a ten (10) year term and a ten (10) year renewal option subject to the Division's sole discretion and contingent upon the WVDNR out-grant license with the U.S. Army Corps of Engineers, Huntington District. The lease renewal date is June 30, 2035. License may be terminated by the Division due to the violation of license terms and conditions and may be terminated by the Contractor by giving sixty (60) days notice in writing to the Division.

Any contract awarded is not intended and shall not be construed to vest in the Contractor any title, tenure, or any property rights in the real estate, fixtures, or any personal property belonging to the West Virginia Division of Natural Resources now located in or which may hereafter be located in or around the premises to be occupied by the Contractor or by anyone employed by the Contractor. Based on the scope of the proposals submitted, financial return, and overall financial benefit to the State, experience of the Contractor, and the Contractor's ability to financially carry out his/her proposal.

The Contractor shall be aware of the U.S. Army Corps of Engineers, Huntington District, Phase V construction of the Bluestone Dam. This will result in more frequent flooding of Bluestone State Park, including the marina, with facilities under water for longer periods of time. The Contractor will be responsible for guest safety and all flood-related management to the licensed premises and be able to work quickly to continue operations following any and all flooding events.

Contingent upon awarding of contract, the current Contractor and Division separation agreements, utilities may be required to be installed from Marina area to disconnects by contractor for electric, phone, water, and internet per applicable utility codes and U.S. Army Corps of Engineer requirements.

The West Virginia Division of Natural Resources intends to award a contract with the general conditions outlined (on pages 9 through 22). The following material is provided in the form of a concession agreement and associated text typically used by the Division. It is not intended to serve verbatim as the final negotiated contract. Any condition with which Proposer takes significant exception or otherwise needs further clarification must be noted in a cover letter that shall be part of the proposal. (Please note that the following sections also contain references to items that must be addressed in any proposal submitted.)

HOURS OF OPERATION

All facilities under any license awarded shall operate on a schedule submitted by the Contractor to the Bluestone State Park Superintendent subject to the DNR Parks and Recreation Chief's approval. All facilities are expected to be open to the public no later than the 15th of April each year and close no sooner than the 15th of October, inadequate lake levels excepted. Operating hours during that period shall be opening not later than 8 a.m. and closing no earlier than 8 p.m. without prior approval of Division.

REVENUE DUE THE DIVISION

The Contractor will agree to pay the Division a percentage of gross receipts as compensation for any contract awarded to operate the licensed facilities. For the purpose of computing such fees, gross receipts shall be the gross amount received for the sale of all boat slip rentals, watercraft and equipment rentals, gasoline sales, boat repairs, food and beverage sales and all other commodities and services or otherwise sold at or from the described premises, including any item delivered by mail. No tax imposed upon or added to the retail sales price of any items or services listed above, nor any tax now or hereinafter adopted, which may be required to be collected from guests shall be treated as part of the gross receipts.

The term "gross receipts", wherever used, is intended to and shall mean all monies, property, and or any other thing of value received by Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession including any concession-related businesses carried on through the internet or catalog sales, or from any other business carried on or in connection with the premises, or from any other use of the premises, and/or of any business of any kind that uses the names licensed by this contract, or that associates with or implies an endorsement by the Division all without deduction. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

PAYMENTS

All payments due shall be paid monthly, before the tenth (10th) day of each month and shall be accompanied by a statement showing detailed receipts. Immediately upon the Contractor's receipts of monies from the operation of the facilities covered under this contract, the percentage of said monies to be paid to the Division shall vest in and become the property of the Division.

BOOKS OF ACCOUNT AND FINANCIAL REPORT

The Contractor will agree to keep separate books of account and records of all operations and to establish systems of bookkeeping and accounting in a manner satisfactory to the Division, and to permit inspection of said books and records by the Division or its representative as often as, in the judgment of the Division, such inspection is deemed necessary. Such books will not be commingled with any other enterprise of the Contractor. The Contractor shall submit within ninety (90) days of the close of each operating season, or as required by the Division, a profit and loss statement of operations under any contract awarded in a form approved by the Division. The profit and loss statement shall classify and identify all income and expense.

UTILITIES

Utilities may be required to be installed from utility company disconnects to contractor service points by contractor for electric, phone, water, and internet per applicable utility codes and U.S. Army Corps of Engineer requirements. Any installations of electricity, telephone, water, or other utility are to be installed per applicable utility code by the Contractor. All such utilities installed on the property shall be approved by the Division and will immediately become the property of the Division. The Contractor shall bear the expense of all electricity, telephone and any other utilities, and maintenance thereof, or expenses directly associated with the operation of the marina.

INSURANCE

Concessionaire shall provide before commencing operations and shall maintain in force throughout the term of this contract the following insurance:

Liability Insurance:

- Commercial General Liability
- Products Liability
- Automobile Liability (for all owned, non-owned, and hired vehicles used by Concessionaire in the conduct of business under this contract.)

The Contractor shall procure, at his/her own cost and expense, such insurance as will protect the Contractor, the Division officers, and employees, from any claims for damages to personal property and for personal injuries, including death, which may arise from the operation of licensed premises by the Contractor. Policies or certificates of insurance shall be delivered to the Division with full premiums paid before the

commencement of any operations by the Contractor. All policies of any nature shall be subject to the approval of the Division for adequacy and form of protection. This insurance shall be written in the name of and protecting both the Division and the Contractor. The insurance certificate must name the Division as an additional insured and certificate holder. The Division insures State property through the West Virginia Board of Risk and Insurance Management.

Insurance required under any contract awarded shall be in accordance with the following schedule:

Each policy of liability insurance written in the name of the Contractor and protecting both the Division and the Contractor, the policy limits of which insurance shall be a minimum of one million dollars (\$1,000,000) for one person and one million dollars (\$1,000,000) per occurrence.

In the event of destruction, loss, or damage by fire or other cause of any of the State-owned buildings, improvements, or fixtures located on the premises that the State determines (1) to be essential to the continued operation of the contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this contract. A decision by the State to terminate the contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the State determines not to terminate the contract, then, at the State's discretion, any buildings, improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of this contract as if they had existed at the onset. In no event shall the provision of this paragraph be deemed or construed to relieve the Concessionaire from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of the contract.

WORKERS COMPENSATION INSURANCE

Before beginning operations, the Contractor shall furnish to the Division proof of coverage under the provisions of the Workers Compensation Law of the State of West Virginia. Coverage must be effective on or before commencement of operation and kept in good standing thereafter.

RISK

The Contractor will assume all risk in the operation of any contract awarded and covered premises. Contractor shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and hereby covenants and agrees to indemnify and keep harmless the Division and its officers and employees from any and

all claims, suits, losses, damage, or injury to persons or property of whatsoever kind and nature whether direct or indirect, arising out of the operation of this contract or the carelessness, negligence, or improper conduct of the contractor or any servant, agent, or employee which responsibility shall not be limited to the insurance coverage provided for.

SERVICE, QUALITY, AND PRICES

It will be further agreed that all articles and services sold or used under any contract awarded shall be of good quality, and that quality, quantity, and all lodging and food prices charged will be subject to the approval of the Division. The Contractor shall maintain and operate the concession provided for in a manner satisfactory to the Division and at all times conform to the rules and directions of the Division.

MANAGER AND MANAGEMENT

Unless personally operated by the Contractor, the Contractor will agree to employ a capable, competent, and experienced manager who is satisfactory to the Division to operate all licensed facilities.

The Contractor further will agree to have at all times sufficient attendants on-duty to render adequate service and assistance to the public, the Division being the judge of the adequacy of such service.

EMPLOYEES

The Contractor will agree to employ and maintain such employees, help, and labor as may be necessary to carry on the concession in an efficient, competent, courteous, safe, and sanitary manner. The Contractor will agree that their employees will observe the same general policies of conduct that the employees of the State of West Virginia and West Virginia State Parks system are required to follow. The Contractor will agree to provide uniforms and name tags which identify them as concession employees.

ADVERTISING

The Contractor agrees to only advertise within the license premises—the Bluestone Lake Marina and Bluestone State Park. Further, the Contractor agrees not to advertise on Bluestone Lake Marina written advertising, verbal advertising, webpages, and all social media of any business operation other than what is described above.

OTHER ACTIVITIES

The Contractor will not carry on, within, or upon said premises, any other operation than above described, or interfere with any other Contractor of the Division or any employee of any other Contractor or those of the Division.

EQUIPMENT

The Contractor will provide equipment as listed on *Exhibit 2* by the date listed thereon, maintain such equipment or approved equivalent replacements throughout the term of this lease and any extensions and provide routine, non-inventoried materials, equipment, and supplies at the Contractor's own cost and expense.

MAINTENANCE

All licensed buildings, space, and equipment if any used by the Contractor in the conduct of the concession awarded shall be routinely maintained and kept in good repair by the Contractor.

The Contractor will agree to maintain all equipment furnished by the Division to a standard of cleanliness, which will ensure the equipment's efficient, safe, and healthful operation, the Division being the sole judge of acceptable performance in this regard.

The Contractor will agree to maintain the licensed premises in an attractive, clean, safe, and sanitary manner. To this end, the Contractor shall keep the area in a clean and sightly condition at all times and shall make adequate arrangements for collection of papers, trash, litter, and other arrangements for general good housekeeping that may be necessary and desirable. The Division shall be the sole judge of the standard of housekeeping necessary. All trash collection and disposal at the Marina area is the sole responsibility of the Contractor.

The Contractor will agree to correct and remedy any unsatisfactory condition for which he/she is responsible associated with the licensed premises, or which relates to attractiveness, high quality of service, efficiency, cleanliness, safety, or sanitation of the premises in a manner befitting Bluestone State Park and the facilities afforded. If the Contractor neglects or refuses to correct or remedy any such unsatisfactory condition within seven (7) days after receiving written notice to do so from the Division, then the Division shall have the right to employ certain "Performance Failure" provisions as described on page 20 of this RFP.

SANITATION

The Contractor will agree to at all times keep the licensed area and equipment in a clean and sanitary condition and shall cleanse, fumigate, disinfect, and deodorize the same whenever directed to do so by the Division or its representative. All State health laws, and West Virginia Bureau for Public Health rules and regulations shall be strictly complied with.

REFUSE

The Contractor agrees to dispose of all refuse and garbage as required by the laws, rules, and regulations of the Division and the West Virginia Bureau for Public Health. The Contractor shall be required to take all refuse and garbage to designated dumpster sites.

FLAMMABLES

The Contractor will agree not to use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha, or other similar substances, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of West Virginia on the premises, except as permitted under proper authority.

INSPECTION

It is agreed that the premises may be inspected at anytime by authorized representatives of the Division, the U.S. Army Corps of Engineers, or of the West Virginia Bureau for Public Health. The Contractor will agree, if notified by such representatives, that any part of the premises or the facilities thereof is unsatisfactory, to remedy the same at once.

FEDERAL, STATE, AND MUNICIPAL LAW

The Contractor will agree not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any Federal or State law, rule, order or regulation, or any ordinance, rule, or regulation of the Division now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the Division and the individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expense, or charge suffered, imposed,

assessed, or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Contractor or any employee, person or occupant for the time being of said premises; and in the event of any violation, or in case the Division or its representative shall deem any conduct on the part of the Contractor, or any person or occupant for the time being of the premises, or the operation thereof to be objectionable or improper, the Division shall have the right and power to at once declare any contract terminated without previous notice to the Contractor. Any contract negotiated will include an authorization on the part of the Contractor for the Division to do so.

PERMITS

The Contractor shall procure, at the Contractor's own cost and expense, all permits or licenses necessary for the legal operation of licensed premises.

PUBLIC INTERFERENCE

Under any awarded contract, the Contractor will waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of the licensed premises. The Contractor shall be aware of the U.S. Army Corps of Engineers, Huntington District, Phase V construction of the Bluestone Dam. This will result in more frequent flooding of Bluestone State Park, including the marina, with facilities under water for longer periods of time. The Contractor will be responsible for guest safety and all flood-related management to the licensed premises and be able to work quickly to continue operations following any and all flooding events. Any such interference shall not relieve the Contractor from any obligations hereinunder.

WAIVER OF DAMAGES

The Contractor will agree to waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus, water supply equipment, or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by the Contractor resulting from fire, water, tornado, civil commotion or riots; and the Contractor will waive all rights, claims, and demands and will forever release and discharge the State of West Virginia, Department of Commerce, Division of Natural Resources, Parks and Recreation Section, and its and their officers and agents from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid.

NOT AN AGENT

Nothing contained within any awarded contract shall create, or be construed as creating, a partnership between the Division and the Contractor or to constitute the Contractor as agent of the Division, and it will be expressly understood and agreed that the Contractor will undertake operation of licensed premises as an independent Contractor and not otherwise.

CLAIMS

It will be expressly understood and agreed by and between the parties that the Department of Commerce, Division of Natural Resources, Parks and Recreation Section, and its officers and agents are acting in a representative capacity, and not for their own benefit, and that neither the Contractor nor any occupant shall have claim against them or any of them as individuals in any event whatsoever.

OBLIGATIONS ON PART OF THE STATE

As to the obligations of the Division under the provisions of any contract awarded, the same shall be deemed executory only to the extent of the monies available to the Division, and no liability may be incurred by the Division beyond the monies available for the purpose.

ASSIGNABILITY

The Contractor will agree not to assign, transfer, convey, sublet or otherwise dispose of any contract awarded or of his/her right, title, or interest therein, or his/her power to execute such contract to any other person, company or corporation without the previous consent in writing of the Division.

CHANGES IN PARK OPERATION

It will be understood and stipulated that the Division may from time-to-time make changes in the location and capacities of park facilities and methods of operation and may change the amount charged for the use thereof by the public during the term of any contract awarded.

NOTICES

All notices and orders given to the Contractor may be served by mailing the same to the Contractor at the address to be set forth in the negotiated and approved contract by delivering a copy thereof to the Contractor in person, or by leaving it at his/her place of business in the park with any person then in charge of the same, or by posting the same in a conspicuous place upon the outside of any licensed building or other structure occupied by the Contractor.

MODIFICATION

Any contract awarded may be modified, canceled, or extended by contract in writing, executed by the parties hereto and approved by the Attorney General of the State of West Virginia upon such terms and conditions as may be mutually agreed upon between the Contractor and the Division, but no such modification, cancellation, or extension shall be effective until so executed and approved.

DEFAULT OF PAYMENT

It will be expressly agreed that the Division shall have a continuing lien on all personal property of the Contractor which may be on the premises, for any and all sums which may from time to time become and be due to the Division under the terms of any contract awarded, and upon default of payment by the Contractor, the Division has the right to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy.

REMOVAL OF PERSONAL PROPERTY

The Contractor will agree not to remove from licensed facilities any personal property brought thereon by the Contractor for the purpose of operating licensed facilities except with the express permission in writing of the Division. Upon the expiration of the contract term, if the Contractor has made full payment under contract and carried out contractual terms, he/she may remove his/her personal property from the park and shall do so within two (2) weeks after the end of the contract term, and on failure to do so the Division, by its officers and agents, may cause the same to be removed and stored at the cost and expense of the Contractor and the Division shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid, and may sell such property and reimburse itself for such cost and expense plus the expenses of sale. Water service, electrical service, and other utilities may be

installed, per regulatory codes, with written permission from the Division. All such utility services immediately become the property of the Division.

PERFORMANCE FAILURE

If the Contractor shall fail to make payments to the Division in accordance with the terms of the awarded contract or shall fail or refuse to carry out the terms thereof, then the Division may cancel the same upon thirty (30) days notice served as stated in the "Notices" provision of this contract except for the "Federal, State and Municipal Law" provision, which contains a lesser time for notification. Upon such termination, the Division shall have the right to enter the premises occupied by the Contractor, by force or otherwise, and to take full possession thereof and close the premises for such time as it may deem proper or, at the Division's option, may remove therefrom the property and effects of the Contractor and, with or without legal process, expel, oust, and remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained without being liable to prosecution, damage, or damages therefore, or for any damage or damages to or loss of any personal property belonging to any party upon or occupying said premises or any part thereof from any cause whatsoever by reason of such removal, and the Contractor will expressly waive any and all claims for damages and loss against the State of West Virginia or the Division, its officers and agents, for or on account of any act done or caused to be done in exercising this right. The Division shall have the right to sell said personal property so seized or removed and recover by such sale or legal process any and all sums due to the Division, plus any costs and expenses incurred.

CANCELLATION

Upon failure of the Contractor to comply with any provisions, stipulation, or condition contained therein, the contract may be canceled and terminated forthwith at the option of the Division except as provided in the "Performance Failure" section of the awarded contract. In the event of the cancellation or termination of the contract for any cause, the Contractor shall be liable for any portion of the fee accrued to the effective date of such cancellation or termination. Should the Contractor desire to terminate an executed contract for any reason, he or she shall notify the Division at least sixty (60) days in advance of the date proposed to surrender the contract.

CIVIL RIGHTS HANDICAPPED ACCESSIBILITY AND AGE DISCRIMINATION

The Contractor will agree to comply with *Title VI of the Federal Civil Rights Act of 1964 (P.L. 88-352)*, *Section 504 of the Rehabilitation Act of 1973*, and *Age*

Discrimination Clause of the Age Discrimination Act of 1975, and the regulations of the State of West Virginia, that no person in the State or in the United States, shall on the grounds of race, color, religion, sex, national origin, or age, or solely by reason of his or her handicap when individual is otherwise qualified, be excluded from participating in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor received any recompense or other consideration of value, either directly or indirectly, from the State, and hereby gives assurance that he/she will immediately take any measures necessary to effectuate the terms of the contract. Any person who feels discriminated against by the Contractor will be able to file a complaint with the Chief, Parks and Recreation Section, Division of Natural Resources, 112 California Avenue, Charleston, West Virginia 25305, telephone 304.558.2764 OR Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, PO Box 37127, Washington, DC 20013-7127.

TAXES

The Contractor will agree to pay all Local, State, and Federal taxes and all fees including, but not limited to, store license fees and business licenses, which may be imposed, or legally chargeable as a result of the operation of the concession to be granted.

STATE TAX INFORMATION

The Contractor will authorize the State Department of Tax and Revenue to release to the Division any information the Contractor provides to the State Department of Tax and Revenue regarding the business covered by the executed contract with the Division including the gross sales reported by the Contractor to the State Department of Tax and Revenue and the taxes paid by the Contractor to the State of West Virginia on the business conducted within the licensed premises. The Contractor will authorize the State Department of Tax and Revenue to provide such information on a monthly, quarterly, semi-yearly, or yearly basis as the Division may request.

DESTRUCTION BY FIRE OR ANOTHER CALAMITY

In the event that any building used by the Contractor is destroyed by fire or another calamity, the Division, at its sole discretion may rebuild such building or terminate operations at that location.

NO WAIVER OF PERFORMANCE

The failure of the Division to insist upon strict performance of any provision or condition of any awarded contract or to exercise any right herein shall not operate or be construed as a waiver of such condition or right in any other instance.

NO ORAL OBLIGATIONS

The final contract instrument will contain the entire obligation of the Division and the Contractor and no modification or additions made subsequent to the date of the contract shall be valid and binding on the Division unless made in writing and signed by the officer thereof duly authorized.

PERIOD OF OPERATION

The Contractor will agree to operate the concession each and every day as specified during the term of any contract awarded unless permission is granted in writing by the Division to close said concession for any specified period or unless some contingency beyond the control of the Division or the Contractor shall make it necessary to close said concession for any portion of the period of the contract.

SPECIAL PROVISIONS

Two (2) mutually agreed upon slips will be provided for use by the Division without charge for State Park-owned watercraft.

Proposals delineating the location of all facilities on a floating dock will be given greater preference by the Division. It is the desire of the Division to locate all facilities from land to improve the overall appearance of Pipestem Creek and to provide additional parking for boaters and anglers.

The Contractor will be responsible for any sediment removal that they may require to begin operation.

**Exhibit 1
PROPOSAL**

I, _____ propose to pay the Division as compensation for this contract and for the privilege of operating said contract within Bluestone State Park as follows:

_____ Percentage (%) of Gross Receipts

NOTE: Gross receipts is defined on page 11 of RFP under section titled "Revenue Due Division".

Unless otherwise noted and attached hereto, I propose to fully meet all other requirements and conditions as outlined in the Request for Proposal.

Signature

D.B.A.

Date

Please list all major equipment provided by the Contractor in the operation of the Bluestone State Park Marina. List year, make, model #, estimated new value, and estimated date equipment will be available to the general public under terms of the concession contract. (Attach additional sheets as necessary.)

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STATEMENT OF PERSONAL HISTORY AND EXPERIENCE

This statement forms a part of the proposal for the improvement and operation of the Bluestone State Park Marina concession. If a question does not apply to you, please place the notation "N/A" on the space provided. Please attach additional sheets as necessary to fully answer the following questions.

Date: _____

Name _____

Residence Address _____

Residence/Cell Phone Numbers _____

Email Address _____

Social Security Number _____

Driver's License Number _____ State of Issue _____

Expiration Date of Driver's License _____

Previous residences for the past five (5) years and dates of occupancy

(1) _____

(2) _____

(3) _____

What is your present business or employment?

Are you a full _____ or partial (_____%) owner?

Name and Address of Business

Business Phone _____

How long have you been in business? _____

**Is your business a sole proprietorship, corporation, partnership, or other?
Please explain.**

If a sole proprietorship, are you the owner? Yes _____ No _____

Describe services you perform:

Have you ever had a bond or surety cancelled or forfeited?

Yes _____ **No** _____

If yes, state the name and address of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

Have you ever been convicted of any crime (other than minor traffic violations)?

Yes _____ **No** _____

If yes, state violations, dates, and locations.

Have you or your spouse ever been adjudicated bankrupt or filed any form of bankruptcy proceedings? Yes _____ **No** _____

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

Has any corporation in which you were an officer filed bankruptcy during the time you were an officer? Yes _____ No _____

If yes, state the name of such corporation, your position, date, court jurisdiction, amount of liabilities, and amount of assets.

**Have you ever owned, managed, or been employed by a park concession?
Yes _____ No _____**

Please list a detailed description of all instances below and on additional pages if necessary.

Name of employer or business _____

Type of business or facility _____

Location _____

Job Title _____

Length of Employment

From _____ **To** _____

Yearly salary or yearly net profit (indicate which) \$ _____

Description of work and responsibilities:

Have you ever owned and/or managed a business or facility which grossed more than \$200,000 annually? Yes _____ No _____

Please list a detailed description of all instances below and on additional pages if necessary.

Name of employer or business _____

Type of business or facility _____

Location _____

Job Title _____

Length of Employment

From _____ **To** _____

Yearly Salary or Yearly Net Profit (indicate which) \$ _____

Description of work and responsibilities:



I certify that the foregoing is true and correct. Material falsification is grounds for termination of the contract by the Division.

Signature

THESE FORMS MAY BE REPRODUCED AS NEEDED.

STATEMENT OF PROPOSER'S PRINCIPALS

List the person(s) who will have primary management responsibility for each of the indicated components of the project.

A. Preparation of the Proposal and Completion of Contract Documents

Name/Title _____

Address _____

Email Address _____

Daytime Telephone _____

I agree to be available (subject to disability) to the proposer to perform such services from _____, 2025, until at least _____, 20____.

Signature

B. Management of Marina Operations

Name/Title _____

Address _____

Email Address _____

Daytime Telephone _____

I agree to be available (subject to disability) to the proposer to perform such services from _____, 2025, until at least _____, 20____.

Signature

PLEASE ALSO SHOW RESIDENCE/PHYSICAL ADDRESS IF DIFFERENT FROM MAILING ADDRESS.

C. Other References

Please list three (3) credit references.

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

I certify that the foregoing is true and correct. Material falsification is grounds for rejection of the proposal and/or termination of the agreement.

Signature

Please list proposed pricing for any and all facilities to be operated and services provided under this contract including seasonal and daily boat slip fees, watercraft rentals (full-day, half-day, multi-day), and any other charges not significantly impacted by the cost of supplies. (Attach additional sheets as necessary.)

[illegible]

BUSINESS AND MARKETING PLAN

Please provide your detailed business and marketing plan. (Attach additional sheets as necessary.)

[illegible]

EXPERIENCE WITH COMPARABLE FACILITIES

Please list experience with up to three (3) comparable facilities. Include a description of these with contact information that will allow verification. (Attach additional sheets as necessary.)

(1) _____

(2) _____

(3) _____

This "Statement of Financial Condition" forms a part of the proposal form for the Bluestone State Park Marina concession. If a question does not apply to you, please make the notation "N/A" in the space provided. As a part of the selection procedure, the Division may verify each Proposer's financial condition and credit rating. So that we may do this, please provide the information requested below. Material inaccuracies may result in your proposal or even an awarded concession contract being invalidated. Please submit a separate statement (copy this form) for the Proposer and each person for whom a separate form must be submitted pursuant to RFP.

Telephone Number _____

SUPPLIERS: Please list the suppliers (names/addresses/phone numbers/email addresses) who have granted you business credit or with whom you do business currently.

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OTHER REFERENCES

Please list three (3) credit references.

Name _____

Address _____

Daytime Telephone Number _____

Email Address _____

Name _____

Address _____

Daytime Telephone Number _____

Email Address _____

Name _____

Address _____

Daytime Telephone Number _____

Email Address _____

I certify that the foregoing is true and correct. Material falsification is grounds for rejection on the proposal and/or termination of the concession agreement.

Signature

PLEASE NOTE: Income tax returns for the last three (3) years must be submitted for the person or the entity that will contract with the Division for this concession.

PERSONAL REFERENCES

Please list three (3) personal references with complete contact information including name, address, telephone number(s), email address, and affiliation to you.

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

AFFILIATION _____

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

AFFILIATION _____

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

AFFILIATION _____

BUSINESS REFERENCES

Please list two (2) business references with complete contact information including name, address, telephone number(s), email address, and affiliation to you.

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

AFFILIATION _____

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

AFFILIATION _____