



STATE OF ALABAMA
 DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
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 MONTGOMERY, ALABAMA 36130-1452



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PUBLIC NOTICE – INVITATION TO BID FOR CONCESSION SERVICES

Provision and Operation of Specified and Related Recreational Goods and Activities at Multiple State Parks

Deadline for Receipt of Bid Proposals: January 26, 2023, at 12:00pm CST (NOON).

I. INTRODUCTION AND PURPOSE

The *Alabama Department of Conservation and Natural Resources, State Parks Division*, (hereinafter referred to as DCNR) is seeking specific bid proposals from qualified parties to operate the specific and related recreational services outlined below. **DCNR may award multiple contracts to multiple Bidders for distinct scopes of service, but preference may be given to a single responsive Bidder that can provide all the services outlined in the multiple locations.** The selected Bidder will be responsible for obtaining any and all necessary approvals, licenses, and permits for the lawful operation of the concession services outlined herein. Concessions will be operated from MULTIPLE PRIMITIVE PARK LOCATIONS and MULTIPLE IMPROVED PARK CAMPGROUND SITES as described herein and in attached **EXHIBIT A and FORMS**.

II. OBJECTIVE

The purpose of this Invitation to Bid (ITB) is to award a contract or contracts (Concession Agreement) to a responsible and responsive Bidder(s) whose proposal reflects the best interests of the State and public. DCNR may give preference to a single responsive Bidder that has the capability to provide all the services outlined herein. DCNR reserves the right to cancel or modify this Invitation to Bid; to award by item, groups of items; to divide the award; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of DCNR and the State of Alabama will be served.

The anticipated term of the agreement will be **three years** (3 years), with an option to renew for up to an additional three years (3 years) or for a term at DCNR’s discretion, under the same or improved terms for DCNR, and upon mutual agreement of the parties. At the end of the contract period, or upon termination of the contract, Concessionaire will promptly and fully remove its operation at no cost to DCNR. The Bidder(s) will negotiate a Concession Agreement with DCNR after being informed of its selection pursuant to this ITB. Concessionaire agrees to comply with all applicable federal, state, and local laws, Parks rules and regulations, including public health ordinances. Concessionaire further agrees that it will be responsible to obtain and maintain any and all necessary approvals, licenses, and permits.

III. LOCATION/SCOPE OF SERVICES OF CONCESSION OPERATIONS

1. Primitive or Remote Camping Experience (See also Exhibit A):

MULTIPLE PRIMITIVE STATE PARK LOCATIONS	TYPE OF CONCESSION SERVICE: EXPERIENCE	TYPE OF CONCESSION SERVICE: EQUIPMENT RENTAL	ADMINISTRATION SPACE
1. Lunker Lake at Oak Mountain State Park; Lake Lurleen; and DeSoto State Park	Unguided remote camping experience.	Examples, but not limited to: platform tents, furniture and furnishings, fire rings, Kayaks, Canoes, and related equipment.	DCNR will provide to Concessionaire available** space that can be used for occupancy of tent platforms on the lakeshore, as well as parking for canoe/kayak launching.*

*DCNR will aim to provide designated occupancy and inventory space to Concessionaire at ground level for the purposes of generating revenues from the Concessionaire activities on the premises. Concessionaire will be responsible for maintaining its designated space in good repair and presentable. Subject to the provision of the full scope of services and availability of funds, DCNR will pay for the costs of certain utilities associated with its operations, namely internet, electricity, water/sewer, and garbage.

**In the event of a natural disaster or other casualty that renders premises unusable, DCNR may choose to terminate concession agreement or take other action at its discretion. However, DCNR is under no duty or obligation to restore, repair, or maintain premises for Concessionaire. Under Alabama law, [a]ll concessionaires shall be fully responsible for the maintenance and upkeep of the state facility leased.” Section 9-14-21, Code of Alabama.

2. Improved Campground Experience (See also Exhibit A):

MULTIPLE STATE PARK LOCATIONS	TYPE OF CONCESSION SERVICE: EXPERIENCE	TYPE OF CONCESSION SERVICE: EQUIPMENT RENTAL	ADMINISTRATION SPACE
2. Five Locations: Monte Sano; Lake Guntersville; Cheaha; Wind Creek; and Chewacla.	“Glamorous Camping.”	Tents, cookware, HVAC systems.	Concessionaire will set up its own storage unit for the operation of the concession.***

***DCNR will not provide designated office space for these operations. Concessionaire will set up all accommodations from which to operate the concession.

IV. **GENERAL REQUIREMENTS AND QUALIFICATIONS**

1. **Remittance.** The successful Bidder agrees to remit to DCNR:

The annual fee of \$7,300 per campsite, plus _____% percentage of gross of receipts the Bidder designates in its bid.

2. **Award.** The award of any contract(s) will be made consistent with Section 9-14-24 of the Code of Alabama. DCNR may give preference to a single responsive Bidder that has the capability to provide the full scope of services outlined herein. However, DCNR reserves the right to award by item, groups of items; to divide the award; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of DCNR and the State of Alabama will be served. DCNR anticipates selecting the Bidder(s) that presents the highest percentage of gross receipts to DCNR while meeting the minimum annual remittance, and specifications, terms, and conditions of the ITB and bid documents referenced herein, in consideration of the best interests of the State of Alabama and public.
3. **Code of Alabama.** The Concession Agreement(s) will be granted pursuant to the provisions contained in Section 9-14-20 et seq., Code of Alabama (1975). Website link for Code of Alabama - <http://alisondb.legislature.state.al.us/alison/codeofalabama/1975/coatoc.htm>
4. **Experience.** All Bidders must submit with their bids proof of at least five (5) years actual experience in the operation of similar activities, which shall be subject to verification.
5. **Financial Statement.** All Bidders must submit with their bids a complete financial statement and include comparable statements from the last three years.
6. **Performance Bond and Insurance Coverage.** The selected Bidder(s) will be required to provide proof of a faithful performance bond or letter of credit in amounts specified by DCNR of \$5,000.00.
7. **Insurance Coverage.** The selected Bidder(s) will be required to provide proof of insurance coverage in an amount not less than \$1,000,000 (one million dollars) for general liability coverage, issued by a company acceptable to DCNR and authorized to conduct business in the State of Alabama. Such policy of insurance shall be maintained throughout the term of this agreement.
8. **Contract Timeline.** The selected Bidder(s) shall execute the Concession Agreement and furnish all required bonds, letters of credit, insurance policies, and supporting

documentation as soon as possible, but within 20 (twenty) days of receipt of contract. In the event the successful Bidder(s) has not performed in the time limit presented, such failure shall be treated as a refusal if the Commissioner so elects.

9. **Anticipated Contract Length.** Concessionaire is expected to adhere to DCNR's standard contract. The anticipated term of the concession contract shall be for three (3) consecutive years, with an option, at DCNR's discretion, to extend the term for an additional three (3) years or for a length of time at DCNR's discretion. Any agreement is subject to early termination by DCNR.
10. **Site Visit.** Bidders are encouraged to personally examine the facilities offered, virtually or in person. Arrangements for such examination shall be made by telephone or email request to: Toni Hart at toni.hart@dcnr.alabama.gov.
11. **Communications.** Bidders must be organized, able to communicate effectively, and coordinate activities with multiple parties in a professional and pleasant manner.
12. **Registration.** In addition to holding the required local business licenses, Bidders must be registered with the Secretary of State to conduct business in the State of Alabama, if selected. For more information, visit the Secretary of State website at www.sos.alabama.gov.

Remittance. The selected Bidder must remit to DCNR concession fee percentage of adjusted gross receipts. "Gross Receipts" generally means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, materials, equipment and other merchandise made pursuant to the rights granted by the Concession Agreement. **The annual fee of \$7,300 per campsite, plus the amount that Bidder designates in its Bid as _____% percentage of gross of receipts per contract year.**

13. **Taxes.** The selected Bidder must pay any applicable city, county, and state taxes.
14. **Accounting.** The selected Bidder(s) must maintain all books, receipts, and records of Concessionaire available for inspection and audit by DCNR at all reasonable times. Concessionaire shall conduct a year-end reconciliation to ensure and verify correct and proper remittances has been submitted to DCNR for the full value of amounts due of gross receipts. DCNR reserves the right to conduct audits throughout the year in order to ensure compliance with remittance commitments and obligations.
15. **Permits and Licenses.** The selected Bidder(s) must pay all permit fees and license fees as required by law to provide the services or items rendered under this Agreement. Concessionaire shall comply with all state, federal, county and city laws, statutes, ordinances, and regulations, including but not limited to, all applicable health and sanitation requirements.

16. **Supporting documentation.** The selected Bidder(s) must provide the following forms with the bid:

- a. [Immigration Status Form](#)
- b. [Vendor Disclosure Statement](#)
- c. [Certificate of Compliance](#)
- d. [W-9](#)
- e. E-Verify Memorandum of Agreement

17. **Non-discrimination.** The Bidder(s) must have a policy and practice of equal employment opportunity and nondiscrimination, including based on age, race, creed, genetic information, veteran status, disability and/or sex.

V. **REVIEW CRITERIA**

The Concessionaire must provide the following information:

- a) **Remittance.** The annual fee of \$7,300 per campsite, plus _____% percentage of gross of receipts it designates in its bid per contract year for full scope of services.
- b) **Services.** The rates of service to be charged to the public.
- c) **Experience.** Documented proof of at least five (5) years actual experience in the operation of similar activities, which shall be subject to verification.
- d) **Capacity.** DCNR may give preference to a single responsive Bidder that has the capability to provide the full scope of services outlined herein. However, DCNR reserves the right to award by item, groups of items; to divide the award; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of DCNR and the State of Alabama will be served.
- e) **Logistics.** Overview of proposed operation, to include proof of possession of well-maintained equipment, supplies, and trained staff as necessary for operation of concession and to meet public demand.
- f) **Qualifications.** Applicable staff must be trained in first-aid response techniques (CPR and AED) and industry best practices, as well as training in hospitality and customer service.

Interested parties must submit a **SEALED BID** no later than **January 26, 2023, at 12:00pm CST(NOON)**. Bid proposals are to be submitted by U.S. Mail, or Overnight Courier to:

Attn: Toni Hart, Alabama State Parks Division
Department of Conservation and Natural Resources
64 North Union Street, Room 540
Montgomery, AL 36130

Public bid opening is scheduled for Thursday, January 26, 2023 at 4:00pm at 64 N. Union Street, Montgomery AL, 36130.

VI. RESERVATIONS AND MISCELLANEOUS:

a. Authority:

This process is only for the benefit of DCNR and is to provide DCNR with competitive information to assist it in the process of selecting a concessionaire. All decisions on compliance, evaluation, terms, and conditions related to the ITB will be made solely at the discretion of DCNR.

b. Disclaimers:

DCNR reserves the right to cancel or modify this ITB; to award to multiple Bidders; to award by item, groups of items; to divide the award; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of DCNR and the State of Alabama will be served. DCNR may seek clarification of the proposal from Bidder at any time, and failure of the Bidder to timely respond may be cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Bidder no right of selection or to a subsequent contract. This process is for the benefit of DCNR only and is to provide DCNR with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of DCNR and made to favor the State of Alabama.

c. Alterations:

DCNR reserves the right to alter any deadlines or revise any part of this ITB by issuing an addendum to the ITB at any time. Addenda, if any, will be posted on DCNR's website. It is the responsibility of the interested concessionaire to check the website for addenda.

d. Waiver of Informalities:

DCNR reserves the sole and exclusive right to reject or accept any and all proposals and to waive any informality in any proposal. The best interests of DCNR shall be considered as the key factor selecting or not selecting a Concessionaire.

e. Rejection/ Cancellation:

Issuance of this ITB in no way constitutes a commitment by DCNR to award a contract. DCNR reserves the right to accept or reject, in whole or part, all bid proposals submitted and/or cancel this ITB if it is determined to be in DCNR's best interest. DCNR also reserves the right to withdraw this ITB at any time or terminate the contract resulting from this ITB upon thirty (30) day notice without penalty. DCNR reserves all rights available to it, contractually and at law.

f. Errors and Omissions in Proposal:

DCNR reserves the right to make corrections or amendments due to errors identified in bid proposals by DCNR or by the Concessionaire. DCNR, at its discretion, has the right to request clarification or additional information.

g. Compliance with Laws:

Concessionaires acknowledge and agree to comply with all applicable State regulations, ordinances, and laws, Federal regulations and laws, and DCNR policies, guidelines, and standards.

h. Non-Assignability:

The anticipated agreement(s) may not be assigned or otherwise transferred without the express written consent of DCNR.

i. Disclosure Statement:

Act 2001-955 requires a disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Disclosure Statement is available for completion on the Attorney General's web site at www.ago.alabama.gov under Publications and Forms. Proposer must include a completed copy of the Disclosure Statement in their proposals.

j. No Expectation:

Issuance of this ITB does not constitute a commitment by DCNR to select any proposal submitted in response to the ITB, or to award a contract to any Bidder who responds to this ITB. DCNR reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by DCNR. This process is only for the benefit of DCNR and is to provide DCNR with competitive information to assist it in the process of selecting a vendor. All decisions on compliance, evaluation, terms, and conditions related to the ITB will be made solely at the discretion of DCNR.

k. Open Trade:

By submitting an application, the Bidder represents that he/she and the business entity he/she represents is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.

l. Public Information:

All responses received will be subject to the Alabama Open Records Act, Ala. Code § 36-12-40, (1975), as amended, and may be subject to public disclosure upon request. The Open Records Act is remedial and should therefore be liberally construed in favor of the public. The Alabama Trade Secrets Act is Ala. Code §§8-27-1 to 8-27-6, (1975), as amended. Bidders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a Trade Secret as defined in the Act.

Any response submitted that contains confidential, trade secrets, or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as such. Identification of the entire bid proposal as confidential is not acceptable unless the Bidder enumerates the specific grounds or applicable laws which support treatment of the entire material as protected from disclosure according to the foregoing statutes or other applicable Alabama law.

The owner of the confidential information shall indemnify and hold the State of Alabama and the Department of Conservation and Natural Resources, and any and all of its officers, agents, and employees harmless from all costs or expenses including, but not limited to, attorney fees and expenses related to litigation concerning disclosure of said information and documents.

m. Changes and/or Withdrawal of Proposal:

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. To accomplish this, a written request signed by the authorized representative of the Bidder must be emailed to the addresses referenced herein. No additions or changes to an original bid will be allowed unless specifically requested by Bidder. Any proposals not so withdrawn shall constitute an irrevocable offer, to provide to DCNR the services set forth in this Bid, until one or more of the proposals have been awarded.

n. Errors and Omissions in Proposal:

DCNR reserves the right to make certain minor corrections or amendments due to errors identified in submission by DCNR or by the Proposer. However, bid correction by reason of a minor error is permissible only to the extent that it is not contrary to the integrity of the process, interests of the State of Alabama, or the fair treatment of other bidders. DCNR reserves the right to request clarification of information submitted and to request additional information of one or more Bidders.

o. Costs of Preparation:

Costs of preparation of a response to this request are solely those of the Bidder. DCNR assumes no responsibility for any such costs incurred by the Bidder. The Bidder also agrees that DCNR bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

p. Maintaining Adequate Records:

The Bidder awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this ITB. DCNR shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardee's place of business to DCNR, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

For additional information, please contact Toni Hart at 334-242-3334 or toni.hart@dcnr.alabama.gov.

EXHIBIT A
SCOPE OF SERVICES

1. LUNKER LAKE- REMOTE CAMPING PLATFORMS

The Concessionaire will provide and operate unguided remote camping operations of the specified area of the Park (To Be Determined). The Concessionaire will be responsible for and will oversee all aspects of the operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its own tent platforms and tents to meet public demand, related accessories, as well as canoe or kayaks as transportation from the parking area to the campsite, along with related safety equipment compliant with manufacturer's safety standards and best practices;
- b) Provide guidance to Park guests on the basics of using the platforms and operating a canoe or kayak;
- c) Ensure that all patrons renting these amenities are at least 18 years of age;
- d) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the platform rentals;
- e) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- f) Submit to DCNR for approval the prices for public rentals before a proposed price is effective;
- g) Be responsible for the payment of utilities, if applicable.
- h) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees and be responsible for maintaining the cleanliness of the premises.

2. LAKE LURLEEN STATE PARK- REMOTE CAMPING PLATFORMS

The Concessionaire will provide and operate unguided remote camping operations of the specified area of the Park (To Be Determined). The Concessionaire will be responsible for and will oversee all aspects of the operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its own tent platforms and tents to meet public demand, related accessories, as well as canoe or kayaks as transportation from the parking area to the campsite, along with related safety equipment compliant with manufacturer's safety standards and best practices;
- b) Provide guidance to Park guests on the basics of using the platforms and operating a canoe or kayak;
- c) Ensure that all patrons renting these amenities are at least 18 years of age;
- d) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the platform rentals;
- e) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- f) Submit to DCNR for approval the prices for public rentals before a proposed price is effective;
- g) Be responsible for the payment of utilities, if applicable.
- h) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees and be responsible for maintaining the cleanliness of the premises.

3. DESOTO STATE PARK- REMOTE CAMPING PLATFORMS

The Concessionaire will provide and operate unguided remote camping operations of the specified area of the Park (the entire Primitive Camping Area). The Concessionaire will be responsible for and will oversee all aspects of the operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its own tent platforms and tents to meet public demand, related accessories, along with related safety equipment compliant with manufacturer's safety standards and best practices;
- b) Ensure that all patrons renting these amenities are at least 18 years of age;
- c) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the platform rentals;
- d) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- e) Submit to DCNR for approval the prices for public rentals before a proposed price is effective;
- f) Be responsible for the payment of utilities, if applicable.
- g) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees and be responsible for maintaining the cleanliness of the premises.

4. WIND CREEK STATE PARK: RENTAL OF CAMPSITES, AND RELATED ACCESSORIES

The Concessionaire will also provide and operate a Glamping rental concession (also known as Glamorous Camping or Excursion Camping) in the specified area of the Park (Section E, sites 16, 17, 19, 23, 26, 27, and 28). The Concessionaire will be responsible for and will oversee all aspects of rental operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its camping units and related accessories to meet public demand, as well as safety equipment compliant with manufacturer's safety standards and best practices;
- b) Ensure that all patrons renting these units are of appropriate age;
- c) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the rental units;
- d) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- e) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- f) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;
- g) Be responsible for maintaining the cleanliness of the premises, including cleaning of units between use by guests.

5. CHEAHA STATE PARK: RENTAL OF CAMPSITES, AND RELATED ACCESSORIES

The Concessionaire will also provide and operate a Glamping rental concession (also known as Glamorous Camping or Excursion Camping) in the specified area of the Park (Lower CCC Primitive Campground, sites P133 thru P140). The Concessionaire will be responsible for and will oversee all aspects of rental operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its camping units and related accessories to meet public demand, as well as safety equipment compliant with manufacturer’s safety standards and best practices;
- b) Ensure that all patrons renting these units are of appropriate age;
- c) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the rental units;
- d) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- e) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- f) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;
- g) Be responsible for maintaining the cleanliness of the premises, including cleaning of units between use by guests.

6. LAKE GUNTERSVILLE STATE PARK: RENTAL OF CAMPSITES, AND RELATED ACCESSORIES

The Concessionaire will also provide and operate a Glamping rental concession (also known as Glamorous Camping or Excursion Camping) in the specified area of the Park (Section C, sites 8 thru 17). The Concessionaire will be responsible for and will oversee all aspects of rental operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its camping units and related accessories to meet public demand, as well as safety equipment compliant with manufacturer's safety standards and best practices;
- b) Ensure that all patrons renting these units are of appropriate age;
- c) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the rental units;
- d) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- e) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- f) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;
- g) Be responsible for maintaining the cleanliness of the premises, including cleaning of units between use by guests.

7. CHEWACLA STATE PARK: RENTAL OF CAMPSITES, AND RELATED ACCESSORIES

The Concessionaire will also provide and operate a Glamping rental concession (also known as Glamorous Camping or Excursion Camping) in the specified area of the Park (Campground, sites 1 thru 5). The Concessionaire will be responsible for and will oversee all aspects of rental operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its camping units and related accessories to meet public demand, as well as safety equipment compliant with manufacturer's safety standards and best practices;
- b) Ensure that all patrons renting these units are of appropriate age;
- c) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the rental units;
- d) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- e) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- f) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;
- g) Be responsible for maintaining the cleanliness of the premises, including cleaning of units between use by guests.

8. MONTE SANO STATE PARK: RENTAL OF CAMPSITES, AND RELATED ACCESSORIES

The Concessionaire will also provide and operate a Glamping rental concession (also known as Glamorous Camping or Excursion Camping) in the specified area of the Park (Primitive Campground, sites 1 thru 5). The Concessionaire will be responsible for and will oversee all aspects of rental operations, including the supply of equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the Concessionaire must:

- a) Offer its camping units and related accessories to meet public demand, as well as safety equipment compliant with manufacturer's safety standards and best practices;
- b) Ensure that all patrons renting these units are of appropriate age;
- c) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, website, marketing, reservation, scheduling, and payment of the rental units;
- d) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- e) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- f) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;
- g) Be responsible for maintaining the cleanliness of the premises, to include cleaning of units between use by guests.

Bidder's Checklist for Concessionaires

A.) The Bidder's attention is called to the following forms which must be executed in full as required, and submitted with the bid proposal.

1. Bid Proposal

- a. Summary of proposed business plan at each facility requested (or at each applicable facility).
- b. Bid amount stated in words and numbers (percentage of gross receipts to be given to DCNR).
- c. Completion of bid proposal form signed by the bidder (see attached form).
- d. A copy of the proposed price list to the public.

2. Bid Bond

Bid shall be accompanied by a deposit of a certified check or cashier's check for five thousand dollars (\$5,000.00). Checks shall be made to DCNR.

3. Background Release Form- Form to be completed by all concessionaires associated with the contract.

4. Copy of Financial Statements for the last two years from your current business or from a former business that was active within the last 5 years.

5. Credit Check Release Form

A credit check release form to be completed by all business owners and partners on separate forms.

B.) The following forms are to be executed and submitted after the contract has been awarded:

1. **City Business License.** Obtained by the successful Bidder prior to the vending in any of the designated areas within the park. This contract or business license does not authorize the bidder to operate within any park not listed as part of this bid and not until the start date of the contract.
2. **Insurance Certificate.** To be executed by successful bidder naming the "Department of Conservation and Natural Resources, its officers, agents and employees" as additional insureds.
3. **Food and Beverage Outlets only.** Copies of all required certifications for the facility or vehicle shall be submitted to the state prior to vending at any park site. Copies of the certifications are to be maintained at the facility or in the vending vehicle.
4. **Food and Beverage Outlets only.** A copy of the proposed menu and price list must be submitted for approval.
5. **Insurance Coverage.** A Certificate of Insurance reflecting an amount not less than \$1,000,000 (one million dollars) per occurrence for general liability coverage, issued by a company acceptable to DCNR and authorized to conduct business in the State of Alabama. Such policy of insurance shall be maintained throughout the term of the contract.

Form 2

Bid Proposal for Concessionaires

DATE: _____

State Parks Director:

This certifies that the undersigned has been given the opportunity to examine the location(s) of the concession sites and is familiar with the scope of services, limitations, and requirements of invitation to bid and the contract governing the proposal as outlined by “Section A” below. The undersigned hereby proposes to undertake and complete the work embraced in the ITB as proposed by DCNR at a remittance rate not less than the prescribed minimum percentage bid amount.

Section A

1. Anticipated Length of contract: Three Years, with option(s) to renew.
2. Locations: Designated areas at State Parks; DCNR will consider all concessionaire requests at additional locations. Site visit with Park Superintendent prior to submission of bid is suggested.
3. The annual fee of \$7,300 per campsite, plus _____% percentage of gross of receipts it designates in its bid per contract year.
4. Submission of \$5,000.00 (five thousand dollars) as a bond is to accompany the bid. Payment is due on the 1st of each month along with a detailed receipt of sales for each facility that is occupied by concessionaire.
5. The successful bidder and all current and/or future employees must be able to pass a background check if requested by the park.
6. Insurance, licensing and permits are required to be maintained and up to date throughout the entire term of the contract. The Concessionaire must possess general liability insurance in the amount of \$1,000,000.00 per occurrence naming the ADCNR, its officers, agents, and employees as additional insureds.
7. The Park reserves the right to enter into agreements with more than one concessionaire if beneficial or necessary to ensure adequate customer service at any facility.
8. NO GLASS CONTAINERS, NO ALCOHOL OR TOBACCO products may be sold.
9. Concessionaire/Company Name must be clearly visible at all approved areas or on any mobile vehicle.
10. This ITB is not intended to solicit concessionaires for permanent concession operations.
11. The Concessionaire and all its employees are required to follow all park rules.

Form 3 (Continued on Page 2)

Bid Proposal

BASIS OF AWARD: The Basis of award will be in accordance with Alabama Code Section 9-14-24, taking into account the highest and best bid that is equal to or greater than the minimum bid amount if any, the criteria set forth in the Invitation to Bid, and the Bidder(s) who, in the sole discretion of the Commissioner of Conservation of Natural Resources, will operate the concession consistent with the contract and in the best interests of the state and public. DCNR will evaluate the qualifications of each concessionaire and make a recommendation to the Commissioner of Conservation and Natural Resources, who will make the final bid award decision. The Commissioner reserves the right to reject any or all bids received and to waive all informalities.

Percentage of gross receipts bid amount _____% and the annual fee of \$7,300 per campsite, (write in numbers and letters)

Signature of Authorized Bidder _____

Name of Bidder _____

Company Name (if applicable) _____

Address (including city and zip code) _____

Phone numbers _____

Current website (if applicable) _____

Email address _____

Form 3 (Continued)

Bid Bond

Bid Bond Form

Attached is the bid deposit in the form of a certified check in the amount of five thousand dollars (\$5,000.00) made payable to *Alabama Department of Conservation and Natural Resources*. The certified check is to be returned to the bidder once the proposed contract is executed. Should the bidder not agree to execute the contract as proposed, the certified check will be retained by the State.

Signature

Date

Form 4

Sample Financial information Form

I certify that the information below is true to the best of my knowledge.

[

Assets	Amount in Dollars
Cash - checking accounts	\$ -
Cash - savings accounts	-
Certificates of deposit	-
Securities - stocks / bonds / mutual funds	-
Notes & contracts receivable	-
Life insurance <i>(cash surrender value)</i>	-
Personal property <i>(autos, jewelry, etc.)</i>	-
Retirement Funds <i>(eg. IRAs, 401k)</i>	-
Real estate <i>(market value)</i>	-
Other assets <i>(specify)</i>	-
Other assets <i>(specify)</i>	-
Total Assets	\$ -

Liabilities	Amount in Dollars
Current Debt <i>(Credit cards, Accounts)</i>	\$ -
Notes payable <i>(describe below)</i>	-
Taxes payable	-
Real estate mortgages <i>(describe)</i>	-
Other liabilities <i>(specify)</i>	-
Other liabilities <i>(specify)</i>	-
Total Liabilities	\$ -
Net Worth	\$ -

Signature:	Date:
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Form 5

Release for Background/Criminal Investigation

I authorize the investigation of all matters which the State deems relevant to my qualifications to perform work under contract as a contractor, including all statements made in my application for employment and in any documents and supporting attachments. I authorize the State of Alabama to request and receive such information, including a check for criminal convictions, and I release from liability any persons (such as former supervisors) or employers providing it. I also release the State from all liability which might result from making the investigation.

Last Name Name(s)	First Name	Middle Name	Former
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Date of Birth	Social Security Number
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Driver's License Number	State	Expiration Date
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CRIMINAL CONVICTIONS: Conviction of a crime is not an automatic bar to a security clearance and subsequent contract work with the state. The State will investigate only criminal convictions that relate to your fitness to perform the job for which you have been contracted either directly or through your employer. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the job for which you have contracted, will be considered.

Have you been convicted of a crime or released from prison within the last ten (10) years?

Yes () No ()

If YES, please explain:

I have read and understand the above statements and do hereby certify that my responses to the questions are true and correct to the best of my knowledge.

Signature	Date
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Witness	Date
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