



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
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PUBLIC NOTICE – INVITATION TO BID FOR CONCESSION SERVICES

Provision and Operation of Specified and Related Recreational Goods and Activities at Gulf State Park (Lake Shelby and Five Beach-Access Points)

Deadline for Receipt of Bid Proposals: December 22, 2021, at 12:00pm (NOON CST).

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.

Preference may be given to a single responsive Bidder that can provide ALL the services (Experience and Equipment Rental) outlined in BOTH locations. The selected Bidder will be responsible for obtaining any and all necessary approvals, licenses, and permits for the lawful operation of the following concession services:

GULF STATE PARK LOCATION:	TYPE OF CONCESSION SERVICE: <i>EXPERIENCE</i>	TYPE OF CONCESSION SERVICE: <i>EQUIPMENT RENTAL</i>
LAKE SHELBY	Guided Segway Tours	Kayaks, Canoes, Pedal Boats, Paddle Board, and related equipment.
FIVE (5) BEACH ACCESS POINTS: <i>Shell Beach; Alabama Point; Cotton Bayou; Romar Beach; and Beach Pavilion.</i>	Guided Parasail Tours	Chairs, Umbrellas, Rafts, Boogie Boards, and related equipment.

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. 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.

The anticipated term of the agreement will be **two years** (2 years), with an option to renew for up to an additional two years (2 years) or longer under same or improved terms for DCNR, upon mutual agreement of the parties. At the end of the contract period, or upon termination of the contract, Concessionaire will fully remove its operation at its own cost.

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, Park 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 OF ADMINISTRATIVE OPERATIONS

Concessions will be operated from LAKE SHELBY and BEACH ACCESS POINTS as follows:

1. LAKE SHELBY:

GULF STATE PARK LOCATION	TYPE OF CONCESSION SERVICE: EXPERIENCE	TYPE OF CONCESSION SERVICE: EQUIPMENT RENTAL	ADMINISTRATION SPACE
1. Lake Shelby	Guided Segway Tours	Kayaks, Canoes, Pedal Boats, Paddle Board, and related equipment.	DCNR will provide to Concessionaire available** space that can be used for occupancy and inventory for the operation of the concession on the ground level of the administrative building.*

*DCNR will include the Concessionaire designated occupancy and inventory space at ground level and for the purposes of generating revenues from reservations and sale of the recreational 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, 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 reduce remittance to account for premises damaged or destroyed, or DCNR may choose to terminate concession agreement. However, DCNR is under no duty or obligation to restore, repair, or maintain premises for Concessionaire(s). 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. BEACH ACCESS POINTS:

GULF STATE PARK LOCATION	TYPE OF CONCESSION SERVICE: EXPERIENCE	TYPE OF CONCESSION SERVICE: EQUIPMENT RENTAL	ADMINISTRATION SPACE
3. Five Beach Access Points: <i>Shell Beach; Alabama Point; Cotton Bayou; Romar Beach; and Beach Pavilion</i>	Guided Parasail Tours	Chairs, Umbrellas, Rafts, Boogie Boards, and related equipment.	Concessionaire will set up its own outdoor kiosks on the beach for the operation of the concession.***

***DCNR will not provide designated office space for beach operations. Concessionaire will set up outdoor kiosks on the beach from which to operate concession.

IV. GENERAL REQUIREMENTS AND QUALIFICATIONS

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

- a) The ____% percentage of gross of receipts that Bidder designates in its Bid, with the understanding and commitment that the successful Bidder shall remit to DCNR a minimum amount of \$100,000.00 (one hundred thousand dollars) per contract year for the full scope of concession services, whichever amount is greater, in consideration of:
 - i. the privilege to use and occupy the premier Gulf State Park for the purpose of providing the popular premium concession services delineated herein; and
 - ii. receiving certain designated office, storage space, and certain utilities at no expense to the successful Bidder; and
 - iii. DCNR’s need to adequately protect the Gulf State Park from loss of investment as outlined in Section 9-14-24 of the Code of Alabama.

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, 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 the amount specified by DCNR of \$5,000.00 (five thousand dollars).
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) 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 agreement.
8. **Contract Timeline.** The awarded 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. **Contract Length.** Concessionaire is expected to adhere to DCNR's standard contract. The term of the concession contract shall be for two (2) consecutive years, with an option, at DCNR's discretion, to extend the term for an additional two (2) years or longer. 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.
13. **Remittance.** The selected Bidder must remit to DCNR its designated percentage of adjusted gross receipts OR the amount of \$100,000.00 (one hundred thousand dollars) per contract year for the full scope of services, whichever amount is greater. “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.
14. **Taxes.** The selected Bidder must pay all applicable city, county, and state taxes.
15. **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 or \$100,000.00 one hundred thousand dollars, whichever is greater. DCNR reserves the right to conduct audits throughout the year in order to ensure compliance with remittance commitments and obligations.
16. **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.
17. **Supporting documentation.** The selected Bidder(s) must provide the following forms with the bid:
 - a. [Immigration Status Form](#)
 - b. [Concessionaire Disclosure Statement](#)
 - c. [Certificate of Compliance](#)
 - d. W-9
 - e. E-Verify Memorandum of Agreement
18. **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. **SCOPE OF SERVICES**

1. LAKE SHELBY: GUIDED SEGWAY TOURS

The Concessionaire will provide and operate guided Segway tours of the specified area of the Park (the 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 Segway mobile units to meet public demand, as well as helmets and other safety equipment compliant with manufacturer's safety standards and best practices;
- b) Train Park guests on the basics of operating a Segway unit;
- c) Ensure that all patrons operating and/or riding a Segway are at least 12 years of age and follow the manufacturer's exact specifications to operate and/or ride a Segway;
- d) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, reservation, scheduling, and payment of the Segway rentals;
- e) Move the Segway units out of the Area on a daily basis and properly store the equipment at the close of business day;
- f) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- g) Submit to DCNR for approval the prices for public rentals before a proposed price is effective;
- h) Be responsible for the payment of certain utilities not outlined herein.
- i) 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 SHELBY: RENTAL OF KAYAKS, CANOES, PEDAL BOATS, STAND-UP PADDLE BOARDS, BIKES, AND RELATED ACCESSORIES

The Concessionaire will also provide and operate a canoe/kayak/pedal boat/paddle board rental concession in the specified area of the Park (the Area). 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 own canoe/kayak/pedal boat/paddle board units and related watercrafts to meet public demand, as well as life jackets and other safety equipment compliant with manufacturer's safety standards and best practices;

- b) Ensure that all patrons operating and/or riding watercraft are of appropriate age and follow the manufacturer's specifications;
- c) Obtain adequate releases and hold harmless provisions from all guests;
- d) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, reservation, scheduling, and payment of the rental units;
- e) Arrange the watercraft units properly at the close of business day;
- f) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- g) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- h) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;
- i) Be responsible for maintaining the cleanliness of the premises.

3. BEACH ACCESS POINTS: GUIDED PARASAIL TOURS

The Concessionaire will provide and operate guided Parasail tours of the specified area of the Park (the 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 boat for towing guests on a parasail airborne device and supply parasail equipment to meet public demand, as well as helmets and other safety equipment compliant with manufacturer's safety standards and best practices;
- b) Train Park guests on the basics of operating parasailing and the use of safety equipment, including adequate floating vests;
- c) Ensure that all patrons parasailing are at least 6 years of age with an adult and follow the manufacturer's specifications;
- d) Obtain adequate releases and hold harmless provisions from all guests;
- e) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, reservation, scheduling, and payment;
- f) Move the equipment out of the Area on a daily basis and properly store the equipment at the close of business day;

- g) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- h) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- i) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;
- j) Be responsible for maintaining the cleanliness of the boat and applicable premises;
- k) Be responsible for the payment of utilities.

4. BEACH ACCESS POINTS: RENTAL OF BEACH EQUIPMENT (Chairs, Umbrellas, Rafts, Boogie Boards, and related equipment, etc.)

The Concessionaire will operate and provide a beach equipment rental concession to include chairs, umbrellas, bicycles, rafts and boogie boards, and related equipment in the specified area of the Park (the Area). 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 own beach equipment to operate a beach accessory rental concession to include equipment generally associated with beach accessories such as beach chairs, umbrellas, rafts, boogie boards, and related goods and equipment to meet public demand, as well as life jackets and other safety equipment compliant with manufacturer's safety standards and best practices;
- b) Ensure that all patrons operating and/or riding watercraft are of appropriate age and follow the manufacturer's specifications;
- c) Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, reservation, scheduling, and payment of the rental units;
- d) Move the equipment out of the Area on a daily basis and properly store the equipment at the close of business day;
- e) Maintain an advertised schedule reflecting days and hours of operation previously approved by DCNR;
- f) Submit to DCNR for approval the prices for rentals before a proposed price is effective;
- g) Ensure that employees wear appropriate clothing and name tags to identify them as concession employees;

- h) Be responsible for maintaining the cleanliness of the premises.

VI. REVIEW CRITERIA

The Concessionaire must provide the following information:

- a) **Remittance.** Concessionaire's designated percentage of gross receipts proposed to be paid to DCNR, with Concessionaire's commitment, understanding, and obligation to submit to DCNR a minimum of \$100,000.00 per year for full scope of services, whichever amount is greater.
- 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.** Assurance that Applicable staff is trained in first-aid response techniques (CPR and AED) and certified industry best practices, as well as training in hospitality and customer service.

Interested parties must submit a SEALED BID no later than **December 22, 2021, at 12:00pm (NOON CST)**. Bid proposals are to be submitted by U.S. Mail, or in person to Overnight Courier to:

Alabama Department of Conservation and Natural Resources
Attn: Toni Hart, Alabama State Parks Division
ITB FOR GULF STATE PARK CONCESSION SERVICES
64 N. Union Street, Room 540
Montgomery, AL 36130

Public bid opening is scheduled for December 22, 2021, at 12:00pm (NOON CST) at 64 N. Union Street, Montgomery AL, 36130.

VII. RESERVATIONS AND MISCELLANEOUS:

1) Authority:

This ITB is issued under the authority of Section 9-14-20, et seq., of the Code of Alabama. 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.

2) Negotiations:

DCNR reserves the right to negotiate with any Concessionaire whose proposal is within the competitive range.

3) Disclaimers:

DCNR reserves the right to award to multiple Concessionaires; to award by item, groups of items; to divide the award; to reject any and all proposals 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 Concessionaire at any time, and failure of the Concessionaire to timely respond may be cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Concessionaire 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.

4) 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 DCNR's website. It is the responsibility of the interested Concessionaire to check the website for addenda.

5) 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.

6) 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 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 further reserves all rights available to it, contractually and at law.

7) Errors and Omissions in Proposal:

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

8) 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.

9) Non-Assignability:

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

10) Non-discrimination:

DCNR does not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

11) 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. Concessionaire must include a completed copy of the Disclosure Statement in their proposals.

12) 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 Concessionaire 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 Concessionaire. All decisions on compliance, evaluation, terms, and conditions related to the ITB will be made solely at the discretion of DCNR.

13) Open Trade:

By submitting an application, the Concessionaire 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.

14) 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. Proposers 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 proposal as confidential is not acceptable unless the Concessionaire 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.

15) Changes and/or Withdrawal of Bid:

Any bid 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 Concessionaire must be emailed to the addresses referenced herein. Any proposals not so withdrawn shall constitute an irrevocable offer, to provide to DCNR the services set forth in this ITB, until one or more of the proposals have been awarded.

16) Errors and Omissions in Bid:

DCNR reserves the right to make certain minor corrections or amendments due to errors identified in submission by DCNR or by the Concessionaire. However, 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 Proposers. DCNR reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.

17) Costs of Preparation:

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

18) Maintaining Adequate Records:

The selected Concessionaire awarded a 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 awardees 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.

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.
- 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 Gulf State Park.

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 (five) 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. **Contract.** The template agreement to be executed by the successful bidder. A copy of the sample contract is attached.
2. **City of Gulf Shores or City of Orange Beach 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.
3. **Insurance Certificate.** To be executed by successful bidder naming the "Department of Conservation and Natural Resources, its officers, agents and employees" as additional insured.
4. **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.
5. **Food and Beverage Outlets only.** A copy of the proposed menu and price list must be submitted for approval.
6. **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 the ADCNR at a rate not less than the prescribed minimum percentage bid amount.

Section A

1. Length of contract: Two Years, with an option to renew for an additional two years or longer, at ADCNR’s discretion.
2. Locations: Designated areas at Gulf State Park will consider all concessionaire requests at additional locations. Site visit with Park Superintendent prior to submission of bid is suggested.
3. Bid amount is a percentage of the gross receipts of the Concessionaire’s sales that will be paid to the Park, and a commitment to remit \$100,000.00 per year to ADCNR, whichever is greater. Payment is due on the 1st of each month along with a detailed receipt of sales for each facility that is occupied by concessionaire.
4. Submission of \$5,000.00 (five thousand dollars) as a bond is to accompany the bid. The bond is non-refundable to the vendor that is awarded the bid. All other bidders will be reimbursed the bond amount upon completion of the full bid process.
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: 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 and Natural Resources, will operate the concession consistent with the contract and in the best interests of the state and public. Gulf State Park 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

(Written in numbers and letters) with a
commitment to contribute a minimum of
\$100,000.00 (one hundred thousand dollars per
contract year

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
Bid Proposal

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 ADCNR's Gulf State Park. **The bond is non-refundable to the vendor that is awarded the bid.** All other bidders will be reimbursed the bond amount upon completion of the full bid process.

Should the selected bidder not agree to execute the contract as proposed, the certified check will be retained by the State of Alabama pursuant to Alabama Code Section 9-14-23.

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

Witness

Date

Form 6 – Standard Template

STATE OF ALABAMA)

**CONCESSION CONTRACT BETWEEN THE ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES and
CONCESSIONAIRE**

MONTGOMERY COUNTY)

THIS CONCESSION AGREEMENT is made by and between the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (hereinafter referred to as "DCNR"), and CONCESSIONAIRE (hereinafter referred to as "Concessionaire") for the provision of lessons and rentals of paddle boards and related equipment at *Gulf State Park* ("Park"). DCNR and Concessionaire may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, DCNR owns and operates *Gulf State Park*; and

WHEREAS, Concessionaire is engaged in business of lessons and equipment rental; and

WHEREAS, DCNR wishes to provide the products and/or services described herein to the public at DCNR approved locations within said Gulf State Park and Concessionaire is willing to provide this service.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES and other mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Parties hereto agree as follows:

- I. **Grant of Concession.** DCNR hereby grants to Concessionaire the right to sell/rent to the public: _____ services in compliance with all applicable local, state, and federal

laws, as well as all Park rules and health ordinances and regulations. Concessionaire shall operate during the hours and days of the week approved by DCNR. DCNR reserves the right to add, delete, or modify items, products, or services offered through this Agreement. Concessionaire agrees to:

- (1)** Provide concession services to meet the needs of Park guests at prices/rates comparable to similar facilities and as approved in advance by DCNR. Concessionaire shall operate at approved locations during the hours and days of the week approved by DCNR. DCNR reserves the right to prohibit the sale or rent of any item or service in the event it determines that such prohibition is necessary or appropriate.
- (2)** Concessionaire's services and products shall be of good quality at all times, and Concessionaire shall provide full and timely maintenance and upkeep of any facilities or equipment utilized for the sale or rent of products at the Park. DCNR reserves the right to prohibit the sale or rent of any item or service in the event it determines that such prohibition is necessary or appropriate.
- (3)** Clean and maintain concession and surrounding area in a clean, sanitary, and pleasant condition at all times.
- (4)** Provide all supplies and equipment required to support the services, including, but not limited to, employee uniforms as applicable.
- (5)** Charge a reasonable fee for the items offered for sale or rent under this Agreement. All rates, charges, and fees shall be subject to audit and/or adjustment by the Commissioner of DCNR.

(6) Pay all applicable city, county, and state taxes.

(8) To submit a monthly revenue report for the previous month signed by a company official, no later than by the 15th of each month.

(10) Maintain all books, receipts, and records of Concessionaire available for inspection and audit by DCNR at all reasonable times.

(11) 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.

(12) Maintain, at Concessionaire's expense, a policy or policies of comprehensive liability insurance satisfactory to DCNR for the protection of DCNR, its officers, employees and agents, against the claims, liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to, or be recovered from, DCNR, its officers, employees, and/or agents, by reason of damage to the property of, injury to or death of any person or persons on account of any matter or thing which may occur in connection with this Agreement including public liability and property damage, with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) per occurrence. The policy or policies shall (1) name DCNR, its officers, employees, and agents as additional insured, (2) be issued by an insurance company that is acceptable to DCNR (3) provide that the insurance shall not be canceled, nor shall there be any change in the scope or amount of coverage of the policy unless fifteen (15) days prior written notice shall have been given to DCNR.

The policy or policies, or certificates thereof shall be delivered to DCNR, 64 North Union Street, Suite 538, Montgomery, Alabama 36130.

II. **Nature and Scope of Concession.** This Agreement shall not limit or prohibit DCNR from entering into concession agreements with other entities or individuals for the same or similar products and/or services provided by Concessionaire. Concessionaire shall operate the facilities under the following conditions:

- (a) Concessionaire will provide experienced staff.
- (b) The Concessionaire will post regularly-scheduled hours and maintain a telephone for reservations and/or information.
- (c) Concessionaire and its customers will observe all Park rules and regulations.
- (d) Concessionaire will provide, at its sole cost, such additional security or traffic control personnel as specified by DCNR.

III. **Term.** This Agreement shall commence on the **date signed by the Governor of Alabama and shall expire two years from that date**, unless terminated as hereinafter provided. DCNR, at its sole discretion, reserves the right to renew said contract for an additional year with a letter to Concessionaire.

IV. **Termination.** This Agreement may be terminated without cause by DCNR by giving thirty (30) days' advanced written notice to Concessionaire. Notwithstanding the

foregoing, if Concessionaire for any reason is dissolved, or if Concessionaire fails to comply with duties or obligations hereunder, or if Concessionaire violates public health or safety laws or regulations, then, in that event, DCNR shall have the right to immediately terminate this Agreement.

Concessionaire covenants and agrees, upon termination or expiration of this Agreement, that it will immediately and peaceably surrender and deliver to DCNR in comparable condition as when this Agreement commenced, less reasonable wear and tear, any and all State Park property, real or personal, occupied or utilized by the Concessionaire.

- V. **Remittances.** The Concessionaire agrees to Remit to DCNR, by the 15th day of each month in operation, an amount equal to _____ (%) of all gross receipts received from concession operations pursuant to this Agreement, including all sales and rentals. Said remittance shall be accompanied by a categorized breakdown of receipts by various categories in a form acceptable to DCNR. Any payments, including utilities and fees not paid by the fifteenth (15th) day of the month shall be assessed a late fee payment of \$10.00 per day. Concessionaire agrees that such remittance will amount to at least \$100,000.00 per year for the full scope of services.

- VI. **Records and Charges.** Concessionaire will keep true, accurate and complete records of all its operations under this Agreement, including all receipts of money by it, which

records and accounting methods shall be in such form and kept in such manner as is generally approved by certified public accounting practices. Concessionaire will use its best efforts to follow recognized, modern business practices to the end of providing efficient and adequate services to the public at fair and reasonable rates. Concessionaire shall retain all such records, including financial records and other pertinent data and supporting documentation for three (3) years after the expiration or termination of this Agreement. Upon request by DCNR, Concessionaire shall submit financial records in an electronic format for DCNR's review. Further, DCNR reserves the right to demand an independent audit of all of the Concessionaire's financial records regarding fees due to DCNR pursuant to this Agreement. If, as a result of said audit, it is determined that the Concessionaire has understated the transactions by three percent (3%) or more, the entire expense of said audit shall be borne by the Concessionaire and paid to DCNR, with interest thereon at the maximum legal rate from the date such additional fees became due.

- VII. Public Records.** Concessionaire acknowledges and agrees that documents or information maintained by the Concessionaire related to its Concession operations at the Park and any documents provided by Concessionaire to DCNR in accordance with this Agreement may be subject to disclosure pursuant to applicable laws, which include, but is not limited to, the State of Alabama's Open Records laws.

VIII. Maintenance. Except as to loss or damage caused by fire or other casualty insured against, Concessionaire shall provide at its expense all maintenance, repairs and restoration needed to keep and maintain its concession area and facilities in safe condition and in good working order during the term of this Agreement as befits a first-class operation, including, but not limited to, the day-to-day maintenance and general house-keeping of all areas used by the Concessionaire. Concessionaire shall keep organized, clean, and in good appearance all real and personal property and facilities utilized for its business and any concession activities.

If at any time the Concessionaire fails to comply with the terms of this Agreement relating to the maintenance, repairs, replacement, etc., of the facilities, DCNR may terminate this Agreement as provided in Paragraph 4.

Concessionaire may at its own option and expense make modifications, additions, and improvements to its facilities and concession area, provided the same are approved in advance and in writing by DCNR.

IX. Inspection by DCNR. DCNR, or its authorized representatives, may at any time and without unreasonably interfering with the operation of the concession, enter into the concession area(s) and upon Concessionaire's facilities to examine the condition thereof and determine whether the Concessionaire is conducting its operations in compliance with the terms and provisions of this Agreement. Upon such examination or inspection, DCNR may make a written list of repairs, maintenance work,

replacements, etc., that are necessary and present it to Concessionaire. The Concessionaire shall promptly conduct such repairs, maintenance work, replacements, etc., that are determined to be necessary.

X. Responsibility for Concessionaire's Property. DCNR shall in no way be responsible to Concessionaire for any loss or damage to facilities, including any equipment, device, inflatable or modular unit, or other property, installed or operated by the Concessionaire.

XI. Concessionaire's Authority. The Concessionaire shall, subject to all the terms of and provisions hereof, and except as herein otherwise provided, have control and discretion in the operation of the concession at the Park, including use of the facilities for all reasonable and customary purposes associated therewith.

XII. No Joint Venture. Nothing contained herein shall constitute or be construed to be a partnership or joint venture between DCNR and Concessionaire or its successors or assigns.

XIII. Liability. All operations by the Concessionaire under this Agreement shall be conducted solely at its own risk. Concessionaire will take proper safeguards to prevent any and all injuries or damage to property of DCNR, to the public, and to any other property, material, or thing, and Concessionaire alone shall be

responsible for any damage or injury occurring on or about the facilities or resulting from its operations under this Agreement. Concessionaire will assume, pay, and at all times indemnify, protect and save harmless DCNR, its agents, employees and officers, for claims for damages for injuries to person or property arising or resulting from any act or default of the Concessionaire, its agents, or employees, together with all cost, expenses, and attorney fees incurred with respect to any such claim, demand or legal proceeding made or brought against DCNR, its agents, employees, and officers.

The Concessionaire's facilities, equipment, supplies, merchandise, effects and other property of every kind, nature and description belonging to Concessionaire, which may be on or in the Park's real property during the continuance of this Agreement or any occupancy by the Concessionaire thereon shall be at the sole risk of hazard of the Concessionaire, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or any other cause, no part of said loss or damage is to be charged to or be borne by DCNR, and the Concessionaire hereby agrees to forever hold DCNR harmless from and to indemnify DCNR against any and all loss, cost, debt, claim, damage, judgment, and/or expense suffered and incurred by Concessionaire in connection herewith.

XIV. Compliance with Laws. Concessionaire agrees that it will keep itself fully informed of all laws, rules, and regulations in any manner affecting its operation

its concession and facilities and of all orders and decrees of bodies and tribunals having jurisdiction or authority over same. Concessionaire will at all times observe and comply with and cause its agents and employees to observe and comply with such existing and future laws, ordinances, regulations, orders, and decrees. Concessionaire will procure all permits and licenses, pay all charges, license fees, or taxes incident to the operation and give all notices necessary and incident to the lawful and proper prosecution of its operations hereunder.

In addition to the other provisions of this Agreement, Concessionaire will operate and manage its operations, facilities, equipment, and devices in compliance with all federal, state, and municipal laws, statutes, public health orders, regulations, and ordinances. Concessionaire further agrees to not discriminate on the basis of race, color, religion, age, sex, national origin, genetic information, pregnancy, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities. Concessionaire's compliance with the anti-discrimination laws will be indicated by the placement of signs in public areas and by statements in public information brochures.

- XV. Insurance.** Concessionaire, at its sole expense, shall keep in force a policy or policies of comprehensive liability insurance satisfactory to DCNR for the protection of DCNR, its officers, employees and agents, against the claims, liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or be recovered from DCNR, its officers, employees, and/or agents,

by reason of damage to the property of, injury to or death of any person or persons on account of any matter or thing which may occur in connection with this Agreement including public liability and property damage, with a minimum combined single limit of liability of One Million and No/100 Dollars (\$1,000,000.00) per occurrence.

XVI. Destruction by Fire or other Hazard. In the event of the total destruction of the Concessionaire's facilities or concession area or damage to or destruction of a portion thereof is so substantial that the remainder is not economically operable for the purposes herein contemplated, by fire, windstorm, or other hazard, operation of the facilities shall be suspended until the portions thereof so destroyed or damaged are rebuilt, repaired, or replaced. In the event of the destruction of the concession area and/or facilities and suspension of the operation of the Concession, no payments are required to be made by the Concessionaire during the period of suspension, except those that are due from receipts from Concessionaire's operations before the date of the destruction. In the event of destruction described herein, the Concessionaire or DCNR shall have the option to terminate this Agreement provided it so notifies the other Party by giving thirty (30) days advanced written notice of the termination.

XVII. No Waiver. Failure of DCNR to take any action with respect to any default or violation by Concessionaire of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of DCNR to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by DNCR of any payment for any period or periods after a default or violation of any of the terms, conditions, or covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of DCNR pursuant to this Agreement to terminate this Agreement for such violation or default or for continuation or repetition of the original violation or default.

XVIII. Claims Against Concessionaire. If a claim, demand, suit, or other action is made or brought by any person against Concessionaire arising out of or concerning this Concession Agreement, Concessionaire shall give written notice thereof, to DCNR – Director of State Parks within two (2) business days after being notified of such claim, demand, suit, or action. Such notice shall enclose a copy of all written claims. The notice shall also be sent to the Legal Section, Alabama Department of Conservation and Natural Resources, 64 North Union Street, Room 474, Montgomery, Alabama 36130.

XIX. Bond. Concessionaire shall submit a bond in the amount of \$5,000.00 in accordance with Alabama Code Section 9-14-23.

XX. Assignment Prohibited. This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or in part by the Concessionaire without the prior written consent of DCNR.

XXI. Changes in Writing Only. This instrument contains the entire Agreement of the Parties. This Agreement may only be amended in writing signed by both Parties.

XXII. Qualification of Concessionaire. The Concessionaire hereby represents and warrants that it is duly authorized to transact in the State of Alabama business of the type and nature required for the operation of the properties and facilities included in this Agreement, and that it will continue to be so qualified during the term of this Agreement. Concessionaire represents and warrants that it possesses the legal authority to enter into this Agreement.

XXIII. No Debt of State. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

XXIV. Dispute Resolution. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, Concessionaire's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

XXV. No Merit System Benefits. It is expressly understood and mutually agreed that the employees, representatives, and agents of the Concessionaire shall not be entitled to any benefits of the Alabama Merit System.

XXVI. Proration. In the event of the proration of the fund from which payment under this Agreement is to be made by DCNR, the Agreement will be subject to termination.

XXVII. Severability. If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

XXVIII. Governing Law. This Agreement shall be governed by the law of the State of Alabama and any applicable federal law.

XXIX. Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXX. Headings. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

XXXI. Agency Language. By entering into this Agreement, the Concessionaire is not an agent of the state, its officers, employees, agents or assigns. The Concessionaire is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

XXXII. Boycott. In compliance with Act 2016-312, the Concessionaire hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

XXXIII. Force Majeure. In the case of a Force Majeure Event as defined herein, DCNR reserves the right to immediately terminate the Agreement without prior notice to Concessionaire. Should this occur, neither Party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency, whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a “Force Majeure Event”).

XXXIV. Notice. Any notice required under this Agreement shall be sent to the

Parties at the appropriate address.

NAME: Gregory M. Lein, State Parks Division Director
ADDRESS: 64 North Union Street, Room 538, Montgomery, AL 36130
PHONE: 334-242-3334
EMAIL: Greg.lein@dcnr.alabama.gov

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement as indicted below.

STATE OF ALABAMA,
Department of Conservation and Natural Resources

RECOMMENDED:

Gregory M. Lein, State Parks Director

Christopher M. Blankenship, Commissioner

Examiners of Public Accounts

Attorney General

CONCESSIONAIRE:

NAME: _____

By: _____

Title: _____

Signature: _____

APPROVED:

ATTEST:

Kay Ivey, Governor of Alabama

John Merrill, Secretary of State

DATE

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Christopher M. Blankenship**, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____,
2021.

Notary Public

STATE OF ALABAMA
_____ COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he/she, in their capacity as such _____, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2021.

Notary Public