



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
P.O. BOX 301452
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130-1452



Kay Ivey
GOVERNOR

Christopher M. Blankenship
COMMISSIONER

Edward F. Poolos
DEPUTY COMMISSIONER

Gregory M. Lein
DIRECTOR

Matthew W. Capps
DEPUTY DIRECTOR

PUBLIC NOTICE – INVITATION TO BID FOR CONCESSION SERVICES *Provision and Operation of Holiday Lighting and Holiday Village at Oak Mountain State Park*

Deadline for Receipt of Sealed Bid Proposals: June 27, 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 sealed bid proposals from qualified parties to install and operate a holiday lighting and decoration show at Oak Mountain State Park (the “Display”) and related recreational services. Additional state parks may be added at DCNR’s sole discretion. **DCNR may award multiple contracts to a single Bidder or to multiple Bidders.** The successful Bidder(s) will be responsible for obtaining any and all necessary insurance coverage, approvals, licenses, and permits for the lawful operation of the concession services outlined herein.

II. OBJECTIVE

The purpose of this Invitation to Bid (ITB) is to award a contract or contracts (Concession Agreement(s)) 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 Bidder that has the capability to provide all the services outlined herein. DCNR reserves the right to cancel or modify this ITB; 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 one year (1 year), with an option to renew for additional terms at DCNR’s sole discretion. The selected Bidder will negotiate a Concession Agreement with DCNR after being informed of its selection (“Concessionaire”) pursuant to this ITB. Concessionaire agrees to comply with all applicable federal, state, and local laws, Parks rules and regulations, including public safety and health ordinances. Concessionaire further agrees that it will be responsible to obtain and maintain any and all necessary insurance coverage, approvals, licenses, and permits.

III. **SCOPE OF SERVICES**

The successful Bidder (“Concessionaire”) agrees to install and operate a holiday lighting and decoration show at Oak Mountain State Park (the “Display”) and related recreational services. Additional State Parks may be added at DCNR’s sole discretion. Services shall include professional planning, installation, maintenance, and removal of the Display comprised of lights and decorations. DCNR reserves the right to, at its sole discretion, elect to remove, add, or change any individual decoration or combination thereof, upon notice to the Concessionaire. All dates specified herein are subject to amendment at the discretion of DCNR. The Concessionaire shall return the areas to DCNR in the same condition that existed prior to installation. In particular, the Concessionaire shall be responsible for the following:

- 1) **Location of the Display and activity Village**: The Display shall be installed in the locations approved by DCNR. The Concessionaire commits to use its best efforts to ensure that no damage is done to the premises.
- 2) **Installation of the Display**: During the term of the Concession Agreement, the Concessionaire shall begin the installation of the Display on or around October 15, 2023, and shall conclude the installation of the Display by no later than November 17, 2023. The Concessionaire shall only use high-quality products, including, but not limited to, UL-rated outdoor extension cords and lightbulbs and commercial-grade specialty lighting. The Concessionaire commits to safety as its highest priority, and shall not overload circuits or install extension cords or wires across any walkway. The exact dates for installation must be coordinated in advance with DCNR.
- 3) **Removal of the Display**: During the term of the Concession Agreement, the Concessionaire shall begin removal of the Display, at no cost to DCNR, on or around January 3, 2024, and shall conclude the removal of the Display by no later than January 15, 2024. The exact dates for removal must be coordinated in advance with DCNR.
- 4) **Maintenance of the Display**: The Concessionaire shall at all times, own and maintain the lights and decorations that are part of the Display and Holiday Village. The Display and Holiday Village shall be operated daily from November 17, 2023 through December 31, 2023, during the hours of 5:00 PM to 10:00 PM. The Concessionaire shall include a lighting crew that is trained and experienced in designing, maintaining, and fixing display lighting systems. **The Concessionaire must conduct a criminal-history background check on all its employees/representatives/agents that will be on location at the State Park(s) and only deploy those individuals that the Concessionaire has duly cleared.** The Concessionaire shall inspect the Display each evening during the period of display and take all actions necessary to ensure that the Display is fully operational and safe. The inspection shall be reduced to writing by the following day in the form of a report. Any deficiencies identified during the inspection shall be noted in the report and shall be promptly addressed by Concessionaire.

- 5) **Customer Support:** The Concessionaire shall maintain at DCNR's disposal a 24-hour per day, 7-day per week contact during the period of display, to which outages and issues can be reported for quick resolution. The Concessionaire commits to responding to such issues promptly so that the Display may be fully operational and safe at all times.

IV. **GENERAL REQUIREMENTS AND QUALIFICATIONS**

1. **Remittance.** The Concessionaire agrees to remit to DCNR percentages from TWO INDEPENDENT ACTIVITY AREAS:
- a) No less than **20% of gross entry gate** ticket receipts; and
 - b) _____% amount designated by Concessionaire of all gross receipts at the **Holiday Village area**.

Remittance is to be made weekly and be supported by an accounting of all sales.

2. **Award.** The award of any Concession Agreement(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 in the amount of **\$50,000.00**.

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, 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 one (1) consecutive year, subject to additional terms at DCNR's sole 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: Anna Jones at anna.jones@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. **Taxes.** The Concessionaire must pay any applicable city, county, and state taxes.
14. **Accounting.** The Concessionaire 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 Concessionaire 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 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

V. **SUMMARY**

Sealed Bids submitted for DCNR's consideration must provide the following information:

- a) **Remittance.** Concessionaire agrees to remit a minimum 20 % of gross of entry gate ticket receipts for the full scope of services, AND a percentage of ___% of gross sales at the Holiday Village area. Remittance is to be made weekly and be supported by an accounting of all sales.
- b) **Service Rates.** Concessionaire's proposed 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) **Logistics and Solution.** Overview of proposed operation and capacity, to include proof of possession of safe and well-maintained equipment, supplies, and trained and background-checked staff as necessary for successful operation of concession and to meet public demand. Applicable staff must be trained in industry best practices, as well as training in hospitality and customer service.
- e) **Required Documentation.** The required supporting forms and documents include:
 - 1. **Financial Statement.** All Bidders must submit with their bids a complete financial statement and include comparable statements from the last three years.
 - 2. **Performance Bond and Insurance Coverage.** The selected Bidder(s) will be required to provide proof of a faithful performance bond in the amount of \$50,000.00.
 - 3. **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.
 - 4. **Forms.** Sealed Bid must include Forms 1, 2, and Form 3 or its equivalent; and the supporting documentation outlined in Paragraph 16 herein.

- f) **Anticipated Timelines.** Interested parties must submit a SEALED BID by no later than **June 27, 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 538
Montgomery, AL 36130

Sealed Bid opening is scheduled for June 27, 2023 at 3:00pm CST 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 document all gross revenue incurred in 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.

Form 1

Bid Proposal Summary

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.

- a) Entry Gate - gross receipts bid amount: _____% (no less than twenty percent); AND
- b) Holiday Village – gross receipts bid amount: _____% (write in numbers and letters)

Remittance is to be made weekly and be supported by an accounting of all sales.

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 2

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:

Form 3

***Release for Background/Criminal Investigation for
Employees/Representatives/Officials***

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
Date of Birth		Social Security Number		
Driver's License Number	State	Expiration Date		

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