

## NOTICE TO CONTRACTORS

Sealed proposals will be received by the Commissioner c/o State Parks Division of the Department of Conservation and Natural Resources at our office at Folsom Administrative Building, 64 N. Union Street, Suite 538, Montgomery, AL 36104 until 4:00 P.M. Central Time, Thursday, March 22, 2023. Bids will be opened and read aloud publicly in their conference room on Friday, March 23, 2023, at 2:00 P.M. for:

**LAKE GUNTERSVILLE & JOE WHEELER STATE PARK POOL REPAIRS  
LAKE GUNTERSVILLE & JOE WHEELER STATE PARKS  
GUNTERSVILLE & ROGERSVILLE, ALABAMA  
MARSHALL & LAUDERDALE COUNTIES  
PROJECT NO. 2023-019-1016**

**Scope of Work:** The work shall generally consist of repairs to the filtration systems to the pools located at the lodge of Lake Guntersville and Joe Wheeler State Parks. This project will be phased between the two parks. Repairs must be complete at Lake Guntersville State Park pool by May 1<sup>st</sup>, 2023. Repairs to Joe Wheeler State Park pool will start in the fall, following the seasonal closure of the pool.

All work shall be done under applicable State Laws.

**Bid Package:** Contract Documents and Plans may only be obtained from the Parks Construction Manager, **Dennis Grooms** by phone 334-353-7996 or email [Dennis.Grooms@dcnr.alabama.gov](mailto:Dennis.Grooms@dcnr.alabama.gov), or by visiting <https://www.alapark.com/construction-permits-easement-and-research-applications>. All questions should be directed to Parks Construction Manager Dennis Grooms.

**Pre-bid Conference:** A mandatory pre-bid conference will be held at the Joe Wheeler State Park (Lodge), 4403 McLean Drive, Rogersville, Alabama 35652, on Monday, March 6<sup>th</sup>, 2023 at 10:30 AM. Lake Guntersville State Park (Lodge) site visit will follow on Tuesday, March 7<sup>th</sup>, 2023 at 9:00 AM, 1155 Lodge Drive, Guntersville, Alabama 35976. All General Contractors expecting to submit a qualified bid are required to attend this conference.

**Submission of Bids:** Sealed bids must be submitted on proposal forms obtained from the Parks Construction Manager or the website listed above and must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the contract bid price, but not to exceed Ten Thousand Dollars (\$10,000). Also included with proposal at bid opening shall be an executed copy of the Disclosure Statement required by Act 2001-955 (Article 3B of Title 41, Code of Alabama, 1975). The Contractor shall also include his mailing address, street address, telephone number, General Contractors License No. (if applicable), Federal ID No. and whom to contact. No bids shall be accepted after the time stated for receipt of bids.

**Evaluation/Award:** The award will be made to the responsible bidder quoting the lowest total cost to the Department. The Department reserves the right to compare specific items, at its discretion, to determine the lowest responsible bidder. It is anticipated that the award will be made within thirty (30) days of the bid opening.

**Performance Bond:** A performance bond in the amount of 100% and a Payment Bond in the amount of 100% of the contract price will be required of the successful bidder.

**Laws / Ordinances:** The Contractor shall observe and comply with all federal, state, and municipal laws, ordinances, rules, and regulations that would apply to this project.

**Open Trade:** By submitting a bid, proposal, or qualification, the submitter represents that he/ she and the business entity he/she represents is not currently engaged in the boycott of a person or 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.

**Immigration/ E-verify:** In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as a condition for the award of any contract by the state to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E- Verify program. The successful bidder will be required to acknowledge

that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

**Non-Discrimination:** The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, 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.

**General Information:** For contracts more than \$50,000, Contractor must be licensed as a General Contractor. Title 34, Chapter 8, Code of Alabama, 1975. The Department reserves the right to reject any or all bids or to waive any informalities in the bidding. 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. If Americans with Disabilities Act accommodations are needed to attend the bid opening or other required meetings or site visits, please contact Dennis Grooms by phone 334-353-7996 or email [Dennis.Grooms@denr.alabama.gov](mailto:Dennis.Grooms@denr.alabama.gov). Requests should be made as soon as possible, but at least 72 hours prior to scheduled meetings or site visit.

**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").

This publication is available in alternative formats upon request.

STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION  
AND NATURAL RESOURCES

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CHRISTOPHER M. BLANKENSHIP  
COMMISSIONER