

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

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PUBLIC NOTICE – REQUEST FOR PROPOSALS

Food and Beverage Consulting Services for the ***ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION***

Deadline for Receipt of Proposals: January 6, 2022, at 12:00pm (NOON CST).

I. Objective

The selected Vendor will observe and analyze the Food and Beverage operations at six of the properties of the Alabama Department of Conservation and Natural Resources, State Parks Division (DCNR), to include *Lake Guntersville, Lakepoint, Cheaha, Desoto, Oak Mountain and Joe Wheeler State Parks*. The purpose of the engagement is for the selected Vendor to identify opportunities and provide written recommended actions to DCNR that will lead to:

- 1) Improved guest satisfaction through quality offerings at reasonable market prices, effective customer service, and an attractive ambiance;
- 2) Improved employee performance and enhanced working conditions;
- 3) Improved food, beverage, and dishware inventory control;
- 4) Improved equipment preventive maintenance schedule; and
- 5) Improved profitability.

II. Scope of Work

In coordination with DCNR State Parks Division staff, the selected Vendor will review current financial and operational practices of food and beverage service and advise the Commissioner of Conservation of existing risks and/or deficiencies and provide options to mitigate same, with the goal of improving operational efficiency and maximizing guest experience. The selected Vendor will:

- 1) Review and report on areas of focus, including, but not limited to:

- a. Food/beverage selection, preparation, and delivery (logistics);
 - b. Menu offerings for variety and quality, as well as efficiency of preparation;
 - c. Types of food service and a recommendation for each facility and mealtimes (the use of a *la carte* menu vs. buffets);
 - d. Coordination with current concession operations;
 - c. Inventory control and loss or spoilage rates compared to industry standard;
 - e. Cost of goods compared to revenue;
 - f. Adherence to the Alabama Department of Health standards and other best practices (health and safety of customers and staff);
 - g. Asset management plan: inventory of small wares, preventative maintenance, and repair of capital equipment and areas under Facility Operator's control;
 - g. Staffing and hours of operation (as it relates to overall park occupancy);
 - h. Profitability and analysis of related expenditures;
- 2) Review and report on the financial performance of the Food and Beverage operations at each location designated by DCNR and advise on areas for improvement/changes.
- 3) Provide a benchmark against operations at other comparable facilities, if available, specifically providing comparisons regarding customer satisfaction, operational efficiency, costs, profitability, staffing, etc.
- 4) Assist in developing and monitoring all food service equipment via an inventory control system.
- 5) Provide recommendations on procurement and standards of goods and services.
- 6) Assist in developing preventive maintenance schedule for food service equipment.
- 7) Provide an analysis of the option to "concession out" food and beverage operations at each facility.
- 8) Provide a written report with proposed timelines and present a series of actionable next steps of improvement to the Commissioner of Conservation and Alabama State Parks leadership. Report should reflect a detailed budget outlining all the anticipated costs associated with implementation of Vendor's recommendations.

III. ADCNR will Provide

- 1) Annual financial statements for each facility for the fiscal years 2016 through 2021.
- 2) An organizational chart that identifies individuals with a leadership responsibility for the food and beverage operations at each facility under the direction of ADCNR.
- 3) Access to each facility and employees for interviews and information gathering.
- 4) Access to guest satisfaction surveys that currently exist or assist with obtaining a guest satisfaction survey.

IV. Costs and Time

All Proposals must include:

- 1) A cost estimate to include a budget reflecting all necessary expenditures for the Vendor services; and
- 2) A narrative description for each budget line item.

V. References or Case Studies

All Vendors will provide a minimum of three references for similar previous work and, if available, case studies or non-confidential reports of previous similar services.

VI. Anticipated Schedule

Issue RFP to Potential Applicants
RFP Submission Due

November 29, 2021
January 6, 2022

VII. Supporting Documentation

- 1) Vendors must provide the following forms with each proposal:
 - a. [Immigration Status Form](#)
 - b. [Vendor Disclosure Statement](#)
 - c. [Certificate of Compliance](#)
 - d. W-9
 - e. E-Verify Memorandum of Agreement

VIII. Submission of Proposals

Vendors must submit one (1) original proposal, two (2) paper hard copies of the proposal, and one (1) electronic copy in PDF format via electronic mail no later than 12 pm CST (NOON) on Thursday, January 6, 2022. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to this RFP by stating “**RFP for Food and Beverage Consultant**”.

1) E-mail submissions should be sent to:

Commissioner Chris Blankenship
Alabama Department of Conservation and Natural Resources
dcnr.commissioner@dcnr.alabama.gov

2) The paper hard copies should be mailed via US Mail, UPS, Federal Express or hand delivered to:

**Commissioner Chris Blankenship
64 North Union Street, Suite 468
Montgomery, AL 36130**

If you have any questions, please submit them via e-mail to dcnr.commissioner@dcnr.alabama.gov. Subject line should read: **“RFP for Food and Beverage Consultant”**. DCNR will respond to all questions promptly.

IX. Selection Process

Proposals will be evaluated against the criteria outlined below. However, this does not preclude DCNR from engaging in any discussions/negotiations that DCNR may deem beneficial or necessary to assist it in evaluating proposals. In scoring against stated criteria, DCNR may also consider such additional factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses to determine the most advantageous offering to DCNR and the State of Alabama. The basis for the selection from qualifying proposals will include, but not be limited to, the following:

- 1) Demonstrated ability and past performance in providing food and beverage consulting services as outlined in the Scope of Work.
- 2) Specialized expertise, capabilities, and technical competence to manage a large geographic scale project, consistent with all applicable state, federal funding compliance requirements.
- 3) Ability in terms of capacity and availability of qualified personnel, equipment, and facilities, etc., to provide the required services efficiently and effectively, as to both performance and cost in a manner consistent with all applicable compliance requirements and available funding.
- 4) Cost proposal.

Vendors must be prepared to answer requests for additional information and/or participate in interviews prior to a selection, if any, of a professional services firm. Any interviews, if necessary, will be conducted in Montgomery, Alabama during the week of January 10, 2022.

X. Additional Clauses

- 1) Authority:
This RFP is issued under the authority of Section 41-16-72 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 vendor. All decisions on compliance, evaluation, terms, and conditions related to the RFP will be made solely at the discretion of DCNR.
- 2) Negotiations:
DCNR reserves the right to negotiate with any Vendor whose proposal is within the competitive range, as well as to select a Vendor other than the vendor offering the lowest price.

3) Disclaimers:

DCNR reserves the right to award to multiple Vendors; 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 Vendor at any time, and failure of the Vendor to timely respond may be cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Vendor 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 RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted DCNR's website. It is the responsibility of the interested Vendor 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 Vendor.

6) Rejection/ Cancellation:

Issuance of this RFP 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 RFP if it is determined to be in DCNR's best interest. DCNR also reserves the right to withdraw this RFP at any time or terminate the contract resulting from this RFP 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 Vendor. DCNR, at its discretion, has the right to request clarification or additional information.

8) Compliance with Laws:

Vendors 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. Vendor must include a completed copy of the Disclosure Statement in their proposals.

12) No Expectation:

Issuance of this RFP does not constitute a commitment by DCNR to select any proposal submitted in response to the RFP, or to award a contract to any Vendor who responds to this RFP. 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 RFP will be made solely at the discretion of DCNR.

13) Open Trade:

By submitting an application, the Vendor 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. Vendors 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 Vendor 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 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 Vendor 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 RFP, until one or more of the proposals have been awarded.

16) 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 Vendor. 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 Vendors. DCNR reserves the right to request clarification of information submitted and to request additional information of one or more Vendors.

17) Costs of Preparation:

Costs of preparation of a response to this request are solely those of the Vendor. DCNR assumes no responsibility for any such costs incurred by the Vendor. The Vendor 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 Vendor 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 RFP. 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.