



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

Operation of ‘The Marina’ at Oak Mountain State Park

Deadline for Receipt of Bid Proposals: March 23, 2023, at 4:00pm

I. INTRODUCTION AND PURPOSE

The *Alabama Department of Conservation and Natural Resources, State Parks Division*, (hereinafter referred to as DCNR) is seeking proposals from interested parties capable of providing comprehensive services for the operation of The Marina at Oak Mountain State Park. The purpose of this Invitation to Bid (ITB) is to award a contract to a concessionaire whose proposal presents the best value for DCNR, considering price and other factors in the best interests of the State and public.

The successful concessionaire will be required to enter into a **two year (2)** concession agreement (contract), with an option to renew at DCNR’s discretion, after being informed of selection by DCNR.

Interested parties must submit a bid no later than **March 23, 2023, at 4:00pm. Bid proposals are to be submitted to:**

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

Public bid opening is scheduled for March 24, 2023 at 12:00pm (noon) 64 N. Union Street, Conference Room 539, Montgomery AL, 36130.

II. SCOPE OF SERVICES

A. Requirements and Qualifications:

Concessionaire shall:

- 1) Operate “The Marina” utilizing experienced and professional staff. Staff shall develop and maintain a good relationship with Park guests and respond to and address their requests. Staff shall attempt in

good faith to resolve any disputes or problems and communicate with designated DCNR contact any pertinent issues or events that occur.

- 2) Be organized, able to communicate effectively, and coordinate activities with multiple parties in a professional and pleasant manner.
- 3) Provide all equipment and supplies (including safety and rescue equipment) required to support the scope of services, including pedal boats, kayaks (single and double), canoes, standup paddleboards, and coracles.
- 4) Operate during the hours and days of the week approved by DCNR and maintain a website posting those regularly-scheduled hours and a telephone for reservations and/or information. DCNR reserves the right to add, delete, or modify items, products, or services offered through this Invitation to Bid.
- 5) Maintain the safety and security of the premises and enforce applicable regulations and Park operating rules and standards; keep the premises in a clean, sanitary, stocked, and pleasant condition at all times; and perform minor repairs to maintain the safety and upkeep of the premises.
- 6) Charge a reasonable fee and collect rent and fees from guests and properly deposit the money. All rates, charges, and fees shall be subject to audit and/or adjustment by the Commissioner of DCNR. All books, receipts, and records of Concessionaire shall be maintained and available for inspection and audit by DCNR at all reasonable times. A monthly revenue report for the previous month shall be submitted no later than by the 15th of each month.
- 7) Provide documentation reflecting no less than (5) five years actual experience in the execution of a similar operation and provide a complete financial statement, which will be subject to full verification by state officials.
- 8) Have a policy and practice of equal employment opportunity and nondiscrimination based on race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability.
- 9) If selected, pay and provide documentation of all applicable city, county, and state taxes as well as 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.
- 10) If selected, resent proof of adequate bond and comprehensive liability insurance specifically naming DCNR, its officers, employees, agents and representatives as additional insureds, for protection against any claims, liabilities, judgments, costs, damages, and expenses arising from the scope of work.
- 11) If selected, be qualified with the Secretary of State to conduct business in the State of Alabama; enroll in E-Verify, if applicable; and provide the completed E-Verify Memorandum of Understanding.

B. Prices, Fees, and Payment Terms:

- 1) Concessionaire's bid shall include the percentage rate of all gross receipts to be paid to DCNR. Concessionaire shall remit to DCNR, by the first (1st) of each month in operation, an amount equal to the percentage of all gross receipts (defined as all sales and rental collected from the customers, less applicable taxes) received for concession operations.

- 2) Concessionaire shall include with its remittance an itemized breakdown of receipts by various categories in a form acceptable to DCNR. Any payments, including utilities and fees, not paid by the twentieth (20th) day of the month shall be assessed a late fee payment of \$10.00 per day.

III. PROPOSAL CONTENT

- A. Bid proposals are limited to twenty pages (20) in length including cover sheets, table of contents, dividers, etc. Pages should be printed on one side. All bids become the property of DCNR. DCNR reserves the right to reject all proposals and waive irregularities. Concessionaire's submission should contain at minimum the following documentation:
 - 1) Title of Proposal: "ITB – Operation of *The Marina* at Oak Mountain State Park"
 - 2) Cover Letter: A brief description of the key points of the proposal.
 - 3) Contact Information: The legal/corporate name of the company (not applicable if operating as a sole proprietor). The name, address, and telephone number/fax number of the individual and/or company, as well as a contact person and that person's email address should be included. Include the "doing business as (d/b/a)" name if applicable.
 - 4) Remittance: Percentage of Monthly Gross Revenue to be paid to DCNR and estimate of the monthly gross revenue.
 - 5) Term: Proposed beginning date of operation.

IV. 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. **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.
- C. **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.
- D. **Rejection/ Cancellation**: Issuance of this ITB does not constitute 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. DCNR also reserves the right to withdraw this ITB at any time or terminate the contract resulting from this ITB upon thirty (30) days notice without penalty.
- E. **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.

For additional information, please contact David Johnson at Park Office 205-620-2520.