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## PUBLIC NOTICE – INVITATION TO BID FOR CONCESSION SERVICES (ITB)

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

***ITB Issued Date: October 6, 2025***

***ITB Number: DCNR- GSP-10-25***

***Deadline for Receipt of Bid Proposals: November 17, 2025, at 2:00 pm,  
Central Standard Time "CST"***

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## **SECTION 1: PURPOSE AND SUMMARY OF SERVICES**

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 operate the specific and related recreational services outlined below.

The selected Bidder will be responsible for the lawful operation of the following concession services:

At Lake Shelby recreational services included but not limited to Sailcraft, Kayaks, Canoes, Pedal Boats, Paddle Boards, and related safety equipment. DCNR also seeks to provide guests with guided Segway and Bicycle\* Tours.

At various beach access points the recreation services included but not limited to Chairs, Umbrellas, Bicycles, Rafts, Boogie Boards, and related safety equipment. DCNR also seeks to provide guided Parasail Tours.\*\* Locations included Shell Beach, Alabama Point, Cotton Bayou, Romar Beach, and Beach Pavilion. Additional locations may be added at the request of DCNR.

*\*Bicycle(s) refers to manual, non-motorized pedal bicycle(s) throughout this ITB. Specifically, E-Bikes shall not be offered as a rental item under any concession agreement awarded through this ITB.*

*\*\*NOTE: Important detailed information related to parasailing activities is located under V. Scope of Services, 3.*

## **SECTION 2: OBJECTIVE**

The purpose of this Invitation to Bid (ITB) is to award a contract or contracts (also referred to as: "concession agreement" or "agreement") for the right to operate a full-scale concession as described in this ITB to a responsible and responsive Bidder(s) whose proposal reflects the best interests of DCNR and the public. The best interests of DCNR shall be considered as the key factor in selecting or not selecting a concessionaire. DCNR reserves the right to cancel or modify this Invitation to Bid; 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.

## **SECTION 3: LOCATION OF ADMINISTRATIVE OPERATIONS**

Concessions will be operated from LAKE SHELBY or 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
Lake Shelby***	Guided Segway <u>and Bicycle*</u> Tours	<u>Sailcraft</u> , Kayaks, Canoes, Pedal Boats, Paddle Boards, and related safety 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.**

*\*Bicycle(s) refers to manual, non-motorized pedal bicycle(s) throughout this ITB. Specifically, E-Bikes shall not be offered as a rental item under any concession agreement awarded through this ITB.*

*\*\*Included in this concession is designated occupance and inventory space at ground level 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 condition. 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 operations. Under Alabama law, "all concessionaires shall be fully responsible for the maintenance and upkeep of the state facility leased." Alabama Code Section 9-14-21.*

*\*\*\*Delivery is not allowed from this location. Guests must pick up and return items at the concessionaire's designated space located in the administrative building.*

**2. BEACH ACCESS POINTS:** (Additional Parks and locations may be added at the request of DCNR.)

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

\* NOTE: Parasailing activities are only allowed at Alabama Point and the Beach Pavilion locations. Additional information related to parasailing activities is located under V. Scope of Services, 3.

\*\*Bicycle(s) refers to manual, non-motorized pedal bicycle(s) throughout this ITB. Specifically, E-Bikes shall not be offered as a rental item under any concession agreement awarded through this ITB.

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

## SECTION 4: GENERAL REQUIREMENTS AND QUALIFICATIONS

1. **Remittance.** The successful Bidder agrees to remit to DCNR a percentage of gross receipts it designates in its bid proposal, in words and numbers, 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 services, whichever amount is greater, in consideration of:
  - a. the privilege to use and occupy the premier Gulf State Park for the purpose of providing the popular premium concession services delineated herein;
  - b. receiving certain designated office, storage space, and certain utilities at no expense to the successful Bidder;
  - c. DCNR's need to adequately protect Gulf State Park from loss of investment as outlined in Alabama Code Section 9-14-24; and
  - d. "Gross Receipts" generally means the total amount received, realized by or accruing to the concession from all sales for cash or credit, of services, materials, equipment, and other merchandise made pursuant to the rights granted by the Concession Agreement.
2. **Award.** The award of any contract(s) will be made consistent with Alabama Code Section 9-14-24. DCNR may give preference to a single responsive Bidder who has the capability to provide the full scope of services at multiple locations outlined herein. However, DCNR reserves the right to award by item or 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) with a proposal that presents the highest percentage of gross receipts to DCNR while meeting the minimum annual remittance; the 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 Alabama Code Section 9-14-20 et seq., at: <http://alisondb.legislature.state.al.us/alison/codeofalabama/1975/coatoc.htm>.
4. **Experience.** All Bidders must submit with their bid proposals 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 bid proposals a complete financial statement and include comparable statements from the last three (3) years.
6. **Performance Bond.** The selected Bidder(s) will be required to provide proof of a faithful performance bond in the amount of **fifteen thousand dollars (\$15,000)**.
7. **Insurance Coverage.** The selected Bidder(s) will be required to provide proof of general liability insurance coverage in an amount not less than **one million dollars (\$1,000,000)** per occurrence and parasailing insurance in the amount of **one million dollars (\$1,000,000)** per occurrence. All policies must be issued by a company acceptable to DCNR and authorized to conduct business in the State of Alabama. Both policies must name DCNR, its officers, agents, and employees as additional insureds. Insurance shall be maintained throughout the term of the contract.
8. **Contract Timeline.** The selected Bidder(s) shall execute the concession agreement and furnish all documentation as soon as possible, but within 20 (twenty) days of receipt of the contract. In the event the selected 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.** The selected Bidder(s) will be expected to adhere to DCNR's standard contract. The anticipated term of the concession agreement shall be for three (3) consecutive years, with an option, at DCNR's discretion, to extend the term for an additional three (3) years under the same or improved terms for DCNR, upon mutual agreement of the parties. 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: Nicole Cabarrubia at (251)-948-7275 ext. 62003 or Nicole.Cabarrubia@dcnr.alabama.gov. Please inform us at least 72 hours prior to your site visit if accommodations pursuant to the *Americans with Disabilities Act* are needed.
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](http://www.sos.alabama.gov).
13. **Taxes.** The selected Bidder(s) must pay all applicable city, county, and state taxes.
14. **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 whichever amount is greater. DCNR reserves the right to conduct

audits throughout the year in order to ensure compliance with remittance commitments and obligations.

15. **Permits, Licenses, and Compliance with Laws.** The selected Bidder(s) must obtain and pay for all applicable permits and licenses as required by law to provide the services or items rendered under the Concession Agreement. Concessionaire shall be required to comply and maintain compliance throughout the entire term of the Concession Agreement with all DCNR Park rules and regulations, as well as all applicable state, federal, county, city and local laws, statutes, ordinances, and regulations, including, but not limited to, all applicable public health ordinances and sanitation requirements, whether or not stated in this ITB. All requirements of state laws governing the operation of concession facilities, activities, and the letting of a concession contract shall apply to this invitation and any concession contract made pursuant thereto whether or not stated in this invitation.
16. **Supporting documentation.** The selected Bidder(s) must provide the following forms with the bid proposal in addition to other information required in this ITB:
  - a. [Immigration Status Form](#)
  - b. [Vendor Disclosure Statement](#)
  - c. [Certificate of Compliance](#)
  - d. W-9
  - e. E-Verify Memorandum of Agreement
17. **Nondiscrimination.** The selected Bidder(s) must have a policy and practice of equal employment opportunity and nondiscrimination based on age, race, color, religion, pregnancy, national origin, genetic information, veteran status, disability and/or sex.
18. **Boat slip rental.** Due to a current city ordinance, the selected Bidder(s) will be required to agree to utilize a designated DCNR boat slip as inventory space to store the motorboat vessel used for parasailing tours as part of the Concessionaire's scope of services. The Boat Slip Rental/Permit Agreement will be sent to the selected Bidder(s) as a part of the concession agreement. As payment for the use of the slip, the selected Bidder(s) must agree to maintain the dock and grounds adjacent to the slip for the entire length of the concession agreement and shall remain in full compliance with the terms and conditions of the concession agreement. The Boat Slip Rental Agreement will run consecutively with the Concession Contract and shall expire at the Concession Contract's expiration or termination.
19. **Indemnification.** All operations by the Concessionaire shall be conducted solely at its own risk. The Concessionaire shall take proper safeguards to prevent injuries or damage to its employees and property, to DCNR, and to any guest, person, property, material or thing. Concessionaire shall be solely responsible for any and all damage or injury occurring as result of its operations. Concessionaire further agrees to indemnify, protect, and save harmless DCNR, its officers, agents, and employees, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence occasioned wholly or

in part by any act or omission of the Concessionaire, its agents, contractors, employees, servants or lessees. Concessionaire shall protect and hold DCNR harmless and shall pay all costs and expenses incurred or paid by DCNR.

20. **Concessionaire's Property.** Concessionaire's equipment, supplies, merchandise, effects, and other property of every kind, nature, and description belonging to Concessionaire, which may be on, in or about DCNR property, shall be at the sole risk of the Concessionaire. If the whole or any part thereof shall be destroyed or damaged by fire, water, flooding or otherwise, by theft, or any other cause, no part of said loss or damage is to be charged to or be borne by DCNR.

## SECTION 5: ANTICIPATED SCHEDULE OF EVENTS

The following ITB Schedule of Events represents the DCNR's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Time.

The DCNR reserves the right, at its discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via the Outdoor Alabama website under the ITB Section.

EVENT	DATE
ITB Publication Date	October 6, 2025
Mandatory Pre-Bid Meeting	October 28, 2025
Deadline for Submitting Written Questions by 12:00 PM (NOON) Central Time	November 3, 2025
DCNR's Response For Information (RFI) ( <i>posted on OutdoorAlabama.com</i> )	November 9, 2025
Deadline for Submitting Bid Proposals to DCNR by 2:00 PM Central Time	November 17, 2025
Submittals Opened Publicly at 9:00 AM Central Time	November 18, 2025
Evaluation Process begins:	Week of November 24 <sup>th</sup>
Notice of Selection and Contract Negotiation	December 2025

## SECTION 6: REQUEST FOR INFORMATION AND SUBMITTALS

**PRE-BID MEETING:** A mandatory pre-bid conference will occur at the Gulf State Park Headquarters, 20115 State Park Road, Gulf Shores, AL 36542 on **October 28, 2025 at 10:00 A.M. CST.**

The DCNR has assigned the following ITB identification name – it must be referenced in all communications regarding the ITB:

**DCNR ITB: Recreational Concession Services at Gulf State Park**  
**ITB Number: DCNR-GSP-10-25**

The integrity of the ITB process is of paramount importance to the DCNR and will not be compromised. From the date this ITB is issued through the evaluation process, BIDDERS and their associates and representatives must not initiate communication with any DCNR staff, State staff, officials, or representatives regarding this ITB except as provided herein. Any unauthorized contact regarding this ITB may disqualify the VENDOR from further consideration.

Questions or inquiries regarding the ITB, or the selection process, will be considered only when submitted as directed by the provisions of this ITB. All communications must be via e-mail to the ITB Coordinator at the e-mail address noted within. Any oral communications will be considered unofficial and non-binding to the DCNR.

The ITB Coordinator is:

Nicole Cabarrubia  
20115 State Park Road  
Gulf Shores, AL 36542  
[Nicole.Cabarrubia@dcnr.alabama.gov](mailto:Nicole.Cabarrubia@dcnr.alabama.gov)

Deadline for Submitting Written Questions is by 12:00 PM (NOON) Central Time, November 3, 2025. This ITB and all notices, amendments, and public communications regarding this ITB will be posted on the following website:

<https://www.outdooralabama.com/request-Proposals>

All requests for information should go through the ITB Coordinator, including any site visits.

The ITB Coordinator must receive these requests via e-mail by the deadline specified in this document. The ITB Coordinator will review the questions with the DCNR and provide an official written answer to all questions received. The questions and answers will be posted on Outdoor Alabama's website under the ITB Section.

Communications that result in a significant change to the ITB may be listed as an amendment. Only posted responses to e-mailed communications will be considered official and binding upon the DCNR. The DCNR reserves the right, at its sole discretion, to determine appropriate and adequate responses to BIDDER questions and requests for clarification.



Interested parties must submit a SEALED BID no later than **November 17, 2025, at 2:00 PM CST**. Bid proposals are to be submitted by U.S. Mail, or Overnight Courier to:

Gulf State Park  
Attn: Nicole Cabarrubia, DCNR- GSP-10-25  
20115 State Park Road  
Gulf Shores, AL 36542

**Public bid opening is scheduled for November 18, 2025 at 2:00 pm, (CST) at 20115 State Park Road, Gulf Shores, AL 36542.**

**It is incumbent upon Bidders and interested parties to consult the DCNR website for any updates, delays or changes to this ITB at <https://www.outdooralabama.com/request-proposals>**

To obtain bid documents, maps of the concession area, other information and for questions contact Nicole Cabarrubia at (251)-948-7275 ext. 62003 or [Nicole.Cabarrubia@dcnr.alabama.gov](mailto:Nicole.Cabarrubia@dcnr.alabama.gov). If accommodations pursuant to the *Americans with Disabilities Act* are needed to attend a meeting or site visit, please contact Nicole Cabarrubia as soon as possible, but at least 72 hours prior to a scheduled meeting or site visit.

## **SECTION 7: EVALUATION PROCESS**

The best interests of DCNR shall be considered as the key factor in selecting or not selecting a Bidder(s). All proposals submitted for DCNR's consideration must provide the following information in addition to all other requirements described in this ITB:

1. **Remittance.** Bidder's designated percentage of gross receipts proposed to be paid to DCNR, with Bidder'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.
2. **Services.** The reasonableness of Bidder's proposed rates and charges to the public. Such rates shall be judged primarily by comparison with those rates and charges for facilities and services of comparable character under similar conditions with due consideration for length of season, peak loads, average percentage of occupancy, accessibility, availability, cost of labor and personnel, type of patronage and such other factors deemed significant by the Commissioner of Conservation and Natural Resources.
3. **Experience.** Documented proof of at least five (5) years actual experience in the operation of similar activities, which shall be subject to verification.
4. **Capacity.** Location(s) being bid on. DCNR may give preference to a single responsive Bidder that has the capability to provide the full scope of services outlined herein.

5. **Logistics.** Overview of proposed operation, supplies, and trained staff as necessary for operation of concession and to meet public demand. Submit pictures of typical items to be rented as a sample of inventory and well-maintained equipment.
6. **Inventory.** Sufficient inventory is required and DCNR may give preference to a single responsive Bidder that has capacity to provide enough resources, services, and equipment to meet public demand.
7. **Qualifications.** Assurance that applicable staff is trained in first-aid response techniques (CPR and AED) and certified in industry best practices, as well as trained in hospitality and customer service.

## SECTION 8: RESERVATIONS AND MISCELLANEOUS

1. **Authority.** This ITB is issued under the authority of Alabama Code Section 9-14-20, et seq. 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. **DCNR Reservations and Rights.** DCNR reserves the right to award to multiple Bidders; to award by item, groups of items; to divide the award; to reject any and all bid 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 Bidder at any time, and failure of the Bidder to timely respond may cause for rejection. Clarification is not an opportunity to change the proposal. 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.
3. **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 all interested Bidders to check the website for addenda.**
4. **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 Bidder. DCNR, at its discretion, has the right to request clarification or additional information.
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. 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.

6. **Rejection / Cancellation / Withdrawal.** Issuance of this ITB in no way constitutes a commitment by DCNR to select any proposal submitted in response to the ITB or to award a contract. DCNR reserves the right to accept or reject prior to approval of the award by DCNR, 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, and has absolute and sole discretion, 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.

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

7. **Compliance with Laws.** All interested parties acknowledge and agree to comply with all applicable state, federal, county, municipal, and local regulations, ordinances, and laws, including, but not limited to, DCNR policies, guidelines, and standards whether or not stated in this invitation.
8. **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](http://www.ago.alabama.gov) under Publications and Forms. Bidders must include a completed copy of the Disclosure Statement in their proposals.
9. **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.
10. **Public Information.** All responses received will be subject to the Alabama Open Records Act, Alabama Code Section 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 Alabama Code Sections 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.

11. **Changes and/or Withdrawal of Proposal.** Any proposal may be withdrawn until the date and time set above for the submission of the bid 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 proposal 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 ITB, until one or more of the bid proposals have been awarded.
12. **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.
13. **Maintaining Adequate Records.** The selected Bidder(s) 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.

## **EXHIBIT A SCOPE OF SERVICES**

### **1. LAKE SHELBY: GUIDED SEGWAY AND PEDAL BICYCLE TOURS, AND RELATED SAFETY EQUIPMENT**

The selected Bidder(s) will provide and operate guided Segway tours of the specified areas of the Park (the Area). The selected Bidder(s) will be responsible for and will oversee all aspects of the operations, including the supply of all equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the selected Bidder(s) must:

- a.** Offer its own Segway mobile units to meet public demand, as well as helmets and other appropriate safety equipment compliant with the manufacturer's safety standards and best practices;
- b.** Train guests on the basics of operating a Segway unit;
- c.** Ensure that all patrons operating and/or riding a Segway wear applicable safety equipment, such as helmets, knee pads, etc., are of appropriate age and height, and follow the manufacturer's exact specifications to operate and/or ride a Segway;
- d.** Ensure that all minors are accompanied by an adult during the activity and/or use of all equipment, including safety equipment;
- e.** 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;
- f.** Move the Segway units out of the Area on a daily basis and properly store all equipment at the close of business day;
- g.** Delivery is not allowed from this location. Guests must pick up and return items at the building located on site; and
- h.** Only offer for rent non-motorized pedal bicycle(s). E-Bikes or motorized bikes of any kind shall not be offered as a rental item under any concession agreement awarded through this ITB.

### **2. LAKE SHELBY: RENTAL OF SAILCRAFT, KAYAKS, CANOES, PEDAL BOATS, PADDLE BOARDS, PEDAL BICYCLES, AND RELATED SAFETY EQUIPMENT**

The selected Bidder(s) will also provide and offer for rent sailcraft, canoes, kayaks, pedal boats, paddle boards, and pedal bicycles in the specified area of the Park (the Area). The selected Bidder(s) will be responsible for and will oversee all aspects of rental operations, including the supply of all equipment, maintenance of insurance, and all other expenses

that may arise in the operation of the concession. In particular, the selected Bidder(s) must:

- a. Offer its own sailcraft, sailcraft, canoes, kayaks, pedal boats, paddle boards, pedal bicycles, 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 wear applicable safety equipment, such as a helmet, life jacket, etc., are of appropriate age and height, and follow the manufacturer's specifications;
- c. Ensure all minors are accompanied by an adult during the activity and/or use of all equipment, including safety equipment;
- d. Train guests on the basics of operating all equipment they are renting;
- e. 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; and
- f. Store all items properly at the close of business day.

**3. BEACH ACCESS POINTS: GUIDED PARASAIL TOURS**

The selected Bidder(s) will provide and operate guided Parasail tours of the specified area of the Park (the Area). The selected Bidder(s) 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 selected Bidder(s) must:

- a. Offer its own boat for towing guests on a parasail airborne device;
- b. Lease a boat slip from Gulf State Park through a Boat Slip Rental Agreement for the purpose of mooring the vessel used for parasailing activities, and abide by the terms of the Boat Slip Rental Agreement. The Boat Slip Rental Agreement will be sent to the successful Bidder with the Concession Contract. This requirement must be met before the selected Bidder(s) will be authorized to offer parasailing activities;
- c. Offer parasail equipment to meet public demand, as well as all appropriate safety equipment which are in compliance with manufacturer's safety standards and best practices;
- d. Ensure that all patrons operating and/or riding watercraft wear applicable safety equipment, such as a helmet, life jacket, etc., and are of appropriate age and height, and follow the manufacturer's specifications for the use of all equipment and safety gear;

- e. Train Park guests on the basics of operating parasailing equipment and the use of all safety devices, including adequate floating vests;
- f. Ensure all minors are accompanied by an adult during the activity and/or use of all equipment;
- g. Obtain adequate releases and hold harmless provisions from all guests;
- h. Exercise direct supervision and oversight of the operation of this concession service, including, but not limited to, reservation, scheduling, and payment;
- i. Move all equipment out of the Area on a daily basis and properly store the equipment at the close of business day.
- j. Operate in compliance with applicable Federal Aviation Administration requirements ([www.faa.gov](http://www.faa.gov));
- k. Utilize DCNR's designated boat slip as inventory space to store the motorboat vessel used for parasailing tours as part of Concessionaire's scope of services. See also Section IV *General Requirements and Qualifications*;
- l. Operate all parasailing activities at the Alabama Point and the Beach Pavilion locations only;
- m. Obtain, pay for, and at all times comply with any and all applicable permits, laws, and ordinances specifically related to parasailing activities, including but not limited to, all requirements of the city where the activity will occur; and
- n. Obtain parasailing insurance in the amount of one million dollars (\$1,000,000) per occurrence and maintain the policy throughout the term of the Concession Contract.

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

The selected Bidder(s) will operate and provide a beach equipment rental concession to include chairs, umbrellas, pedal bicycles, rafts and boogie boards, parasails, and related safety equipment in the specified area of the Park (the Area). The selected Bidder(s) will be responsible for and will oversee all aspects of rental operations, including the supply of all equipment, maintenance of insurance, and all other expenses that may arise in the operation of the concession. In particular, the selected Bidder(s) 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 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. Ensure that all minors are accompanied by an adult during the activity and/or use of all equipment;
- 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; and
- e. Move all equipment out of the Area on a daily basis and properly store the equipment at the close of business day.

**5. GENERAL SCOPE OF SERVICES APPLICABLE TO ALL CONCESSIONS**

- a. The selected Bidder(s) (also referred to in this section as "Concessionaire") shall operate with consistent hours on a daily basis depending upon weather conditions;
- b. Concessionaire, its employees, and its customers will observe all Park rules and regulations;
- c. Concessionaire will provide, at its sole cost, any additional security or traffic control personnel as specified by DCNR;
- d. Concessionaire shall maintain a communications system for security, reservations, and/or information associated with the concession activities;
- e. The Concessionaire shall charge reasonable competitive prices for all items and/or services offered for sale or rent under the concession agreement and properly deposit the money. All rates, charges, and fees shall be subject to periodic review, audit, and/or adjustment by the Commissioner of DCNR;
- f. Be responsible for the payment of certain utilities not outlined herein;
- g. Ensure that employees at all concession locations wear appropriate clothing and name tags to identify them as Concessionaire's employees;
- h. Hire adequate staff who are properly trained in the use of all equipment and safety gear for rent;
- i. Be responsible for maintaining the cleanliness of the premises and all equipment;
- j. Be responsible for maintaining all rentals and equipment in good repair and proper working order;



- k.** Submit a retrieval plan to DCNR for abandoned items belonging to the Concessionaire and abide by it; and
- l.** DCNR may add additional related services and requirements to the Scope of Services, which DCNR deems appropriate to protect the best interests of DCNR and the public.

# Alabama Point

Beach Service Boundaries

Legend



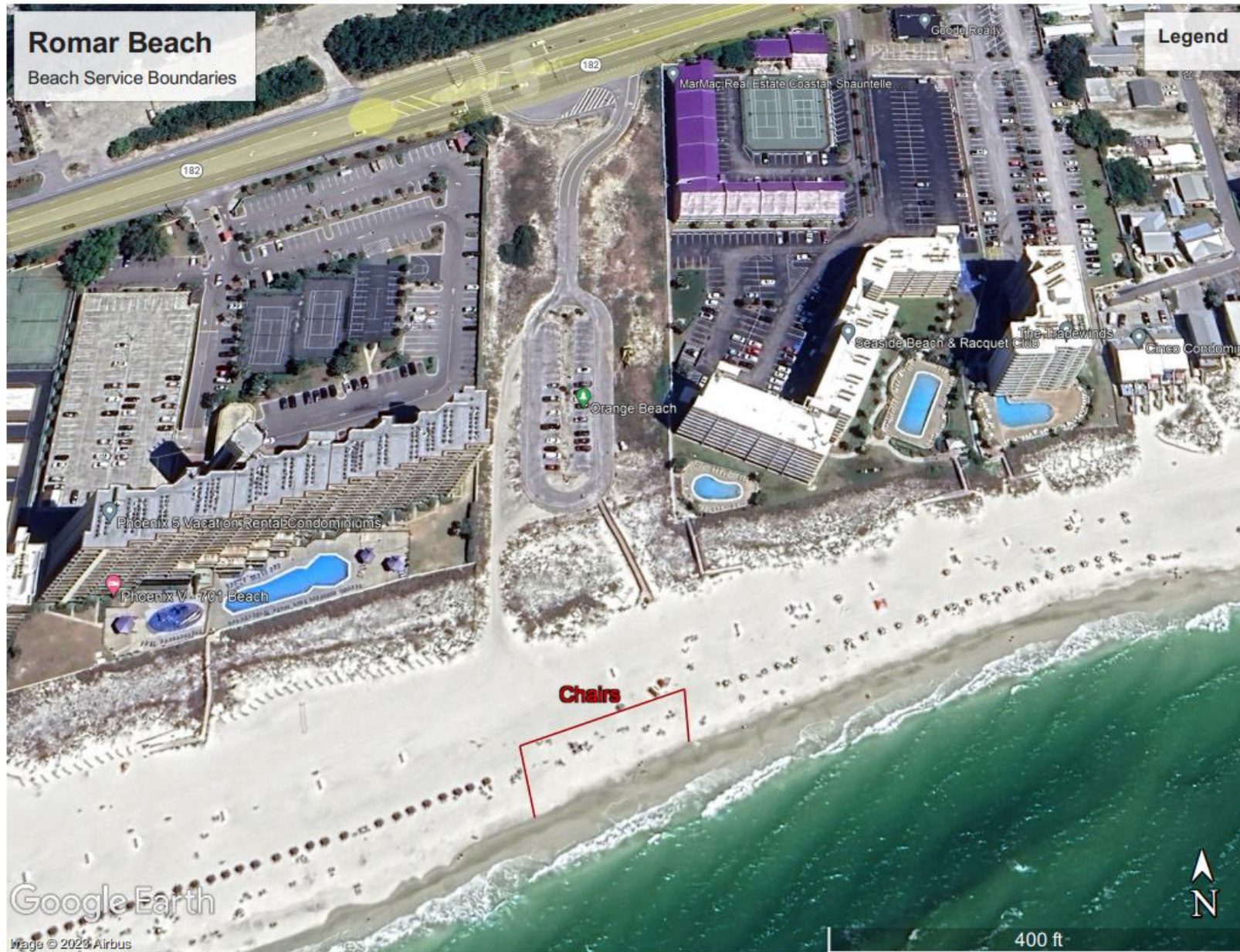




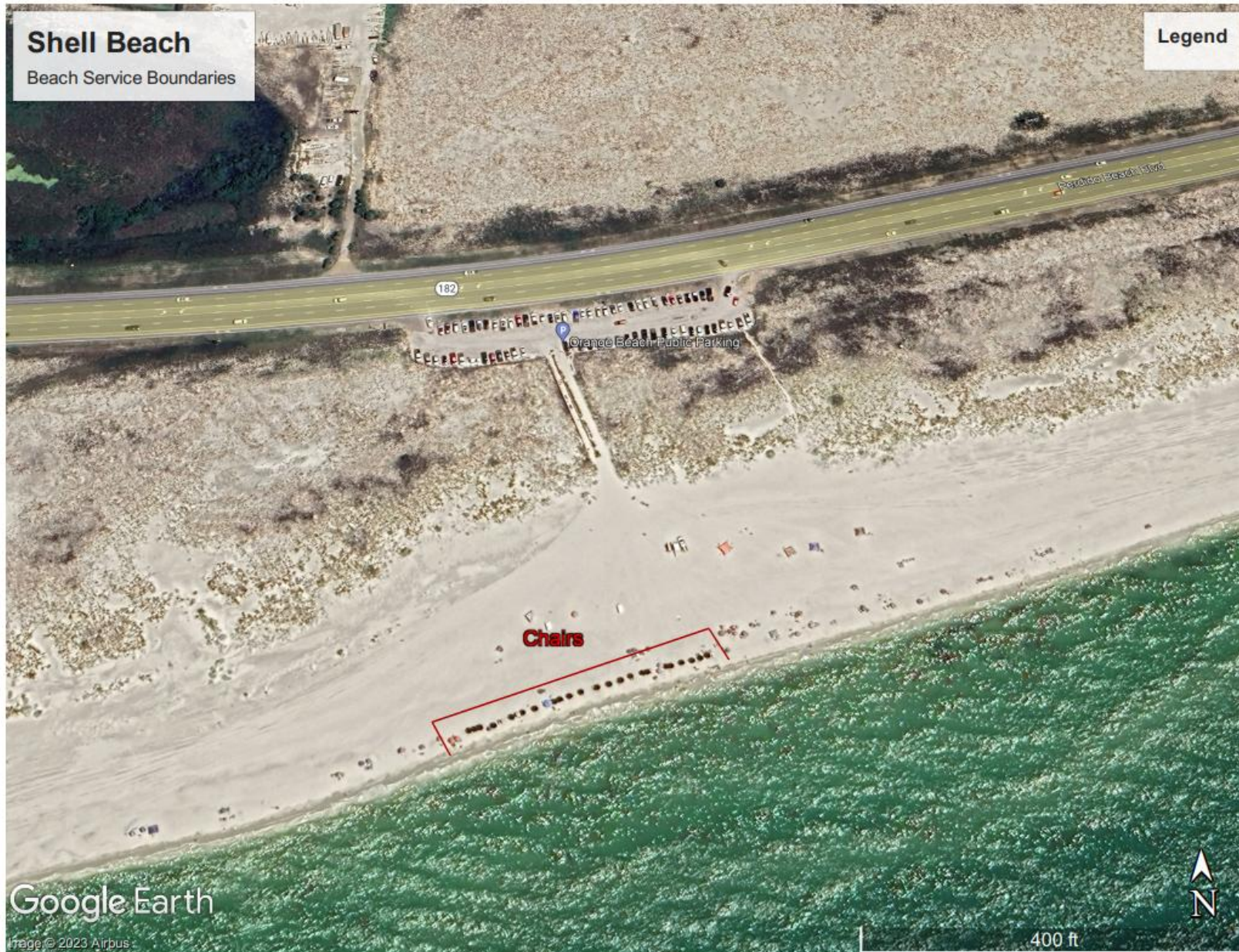












**Form 1**  
***Bidder's Checklist for Concessionaires***

- I. The Bidder's attention is called to the following forms which must be executed in full and submitted with the bid proposal.

**1. Bid Proposal**

- a. Summary of proposed business plan at each facility requested. The business plan must include a description of Bidder's inventory as confirmation the Bidder has enough resources, services, and equipment to meet public demand and is capable of fully executing all requirements outlined for the large-scale concession described herein.
  - b. Overview of proposed operation, supplies, and trained staff as necessary for operation of concession and to meet public demand. Submit pictures of typical items to be rented as a sample of inventory and well-maintained equipment.
  - c. 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.
  - d. Bidder's designated percentage of gross receipts proposed (bid amount) to be paid to DCNR, in words and numbers, with Bidder'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.
  - e. Completion of the bid proposal form signed by the Bidder (see attached form).
  - f. A copy of the proposed price list to be charged to the public.
  - g. A description of Bidder's actual experience in the operation of similar activities, which shall be subject to verification.
  - h. Statement of Bidder's understanding that, if successful, Bidder will be required to enter into a separate boat slip lease agreement with Gulf State Park for the mooring of the vessel intended for use with parasailing activities.
- 2. Copy of Financial Statements.** Submit a complete financial statement and include comparable statements from the last three (3) years which will be subject to verification.
- 3. Supporting documentation.** The Bidder must provide the following forms with the bid proposal in addition to other information required in this ITB:
- a. [Immigration Status Form](#)

- b. [Vendor Disclosure Statement](#)
- c. [Certificate of Compliance](#)
- d. W-9
- e. E-Verify Memorandum of Agreement

II. 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 may be obtained from DCNR. See *Bidding Information, Section VII*.
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. A 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. **Background Release Form-** Form to be completed by all Concessionaires associated with the contract.
4. **Insurance Coverage and Certificate.** A Certificate of Insurance reflecting an amount not less than (\$1,000,000) one million dollars per occurrence for general liability coverage and parasailing insurance in the amount of one million dollars (\$1,000,000) per occurrence issued by a company acceptable to DCNR and authorized to conduct business in the State of Alabama. The Certificate of Insurance must name the “Department of Conservation and Natural Resources, its officers, agents and employees” as additional insured. Such policy of insurance shall be maintained throughout the term of the contract.
5. **Performance Bond.** The selected Bidder(s) will be required to provide proof of a faithful performance bond in the amount of fifteen thousand dollars (\$15,000).
6. **Boat Slip Rental Agreement.** Successful bidder will be required to execute a Boat Slip Rental Agreement in order to utilize a DCNR designated boat slip as inventory space to store the motorboat vessel used for parasailing tours as part of Concessionaire’s scope of services. As payment for the use of the slip, the Concessionaire must agree to maintain the dock and grounds adjacent to the slip for the entire length of the Concession Agreement and shall at all times remain in full compliance with the terms and conditions of the concession contract. The Boat Slip Rental Agreement will run consecutively with the Concession Contract and shall expire at the Concession Contract’s expiration or termination.



**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 bid 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 DCNR at a rate not less than the prescribed minimum percentage bid amount or a minimum of \$100,000.00 per year, whichever amount is greater.

**Section A**

1. Length of contract: Anticipated to be three (3) Years, with the option to renew for an additional three (3) years, at DCNR's discretion.
2. Locations: Designated areas at Gulf State Park as offered in the ITB. A site visit with Park Superintendent prior to submission of bid proposal 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 DCNR, whichever is greater.
4. The selected Bidder(s) and all current and/or future employees must be able to pass a background check.
5. Insurance, licensing, and permits are required to be maintained and up to date throughout the entire term of the contract. The selected Bidder(s) must have parasailing insurance in the amount of \$1,000,000.00 per occurrence and general liability insurance in the amount of \$1,000,000.00 per occurrence. Both policies must name DCNR, its officers, agents, and employees as additional insureds.
6. The Park reserves the right to enter into agreements with more than one Bidder if beneficial or necessary to ensure adequate customer service at any facility.
7. NO GLASS CONTAINERS, ALCOHOL OR TOBACCO products may be sold.
8. The selected Bidder(s) Company Name must be clearly visible at all approved areas or on any mobile vehicle.
9. This ITB is not intended to solicit selected Bidder(s) for permanent concession operations.
10. The selected Bidder(s) and all its employees are required to follow all park rules.

***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 of Natural Resources, will operate the concession(s) consistent with the contract and in the best interests of the State and public. Gulf State Park will evaluate the qualifications of each Bidder 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**

\_\_\_\_\_

**with a minimum of \$100,000.00 per year**  
**(Written in numbers and letters)**

**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**  
***Release for Background/Criminal Investigation***  
***Of ON-SITE EMPLOYEES***

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.

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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:

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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.

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Signature	Date
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Witness	Date
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**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> )	
<b>Total Assets</b>	\$

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> )	
<b>Total Liabilities</b>	\$
<b>Net Worth</b>	\$

Signature:	Date:
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Notary Public