



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
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PUBLIC NOTICE – INVITATION TO BID FOR CONCESSION SERVICES
Submission Deadline: June 14, 2024 at 12:00 pm (NOON) Central Time

Operation of Outdoor Educational Programs at Monte Sano State Park

I. INTRODUCTION AND PURPOSE

The *Alabama Department of Conservation and Natural Resources, State Parks Division*, (hereinafter referred to as DCNR) is seeking specific bid proposals from interested parties capable of providing comprehensive services for the operation of outdoor educational programs and classes at Monte Sano State Park.

The purpose of this Invitation to Bid (ITB) is to award a contract to a responsible and responsive concessionaire whose proposal presents the best value for DCNR, considering price and other factors in the best interests of the State and public. The anticipated term of the agreement will be **two (2) years** with an option to renew at DCNR's discretion.

The successful concessionaire will be required to enter into a non-exclusive concession agreement (contract) with DCNR after being informed of selection. Concessionaire must provide documentation of applicable approvals, permits, and licenses. Concessionaire must also present adequate proof of bond and liability insurance, specifically naming DCNR, its officers, agents, and employees as additional insureds.

Interested parties must submit a bid no later than **June 14, 2024 at 12:00 pm (noon) Central Time**. Submit bid proposals by U.S. Mail or Overnight Courier to:

Attn: Toni Hart
Alabama Department of Conservation and Natural Resources
State Parks Division
64 N. Union Street, Room 538
Montgomery AL, 36130

Public bid opening shall occur on **June 17, 2024 at 12:00 pm (noon) Central Time** at 64 N. Union Street, Conference Room 538, Montgomery AL, 36130.

II. SCOPE OF SERVICES

A. Overview of Services. - Concessionaire shall:

- 1) Develop, administer, and manage programs and classes that provide specific activities designed to help students develop mental, emotional, social, and physical health for:
 - Pre-school age children;
 - a projected minimum of 50 children and up to 200 children; and
 - with an average ratio of 1:5 educator/child, as appropriate for each age group.
- 2) Provide a written statement of overall goals and outcomes for participants.
- 3) DCNR reserves the right to specify a start and end date for camp operations each year, as well as dates which no camping activities will be allowed, in the best interests of Monte Sano State Park.
- 4) Operate daily, Monday through Thursday, 9:00 am CDT to 1:00 pm CDT, or days and times as designated by DCNR.
- 5) Operate the program in full compliance with all governing state, federal, and local public health orders, laws, mandates, guidelines, ordinances, regulations, and policies.
- 6) Provide safety measures and an on-site healthcare provider.
- 7) Implement a weekly schedule of activities.
- 8) Operate camps only at DCNR-assigned areas within Monte Sano State Park and utilize trails and other green spaces.
- 9) Possess and maintain accreditation by the *American Camp Association*.
- 10) Be in existence as an educator with experience the same or similar to the proposed services with no less than 5 (five) years' actual experience.
- 11) Designate a Camp Director possessing a minimum of 5 (five) years' experience in the same or similar in the same industry or comparable industry.
- 12) Possess comprehensive security measures including a system to conduct criminal-history background checks on all employees.
- 13) Utilize payroll services that include all human resources for background checks.

- 14) Provide documentation of a demonstrated practice of day-camp management and educational operations as a concessionaire in a leased environment setting.
- 15) Provide an Online Registration and Administrative Management and Operations System that handles all payments including camper attendance with automatic billing and reporting.
- 16) Provide an informative website and publicize the website address.
- 17) Provide a reasonable marketing budget, and explain how it will be used.
- 18) Charge a reasonable fee and properly deposit the money. All rates, charges, and fees shall be subject to audit and/or adjustment by the Commissioner of DCNR.
- 19) Remit to DCNR an amount equal to the agreed-upon percentage of all Concessionaire's gross receipts received from concession operations. Said remittance shall be accompanied by a categorized breakdown of receipts by various categories in a form acceptable to DCNR.
- 20) Pay applicable city, county, and state taxes.
- 21) Submit a monthly revenue report for the previous month no later than by the 15th of each month.
- 22) Maintain all books, receipts, and records of Concessionaire and make them available for inspection and audit by DCNR at all reasonable times.
- 23) Maintain the area of lease in an organized, clean, and good appearance.

B. Prices, Fees, and Payment Terms:

- 24) Concessionaire's bid shall include the percentage rate of all gross receipts to be paid to DCNR. Concessionaire shall remit to DCNR, by the 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.
- 25) Concessionaire shall include with its remittance an itemized breakdown of receipts by various categories in a form acceptable to DCNR. All payments not submitted by the 20th day of the month shall be assessed a late fee payment of \$10.00 per day.

C. General Requirements and Qualifications:

- 26) Concessionaire must be organized, able to communicate effectively, and coordinate activities with multiple parties in a professional and pleasant manner.
- 27) Concessionaire must provide documentation reflecting no less than five (5) years actual experience in the execution of a similar operation.
- 28) Concessionaire must provide a complete financial statement, which will be subject to full verification by state officials.
- 29) Concessionaire must provide an appropriate faithful performance bond in the amount of fifteen thousand dollars (\$15,000) satisfactory to DCNR.
- 30) Concessionaire must provide proof of the insurance coverage below extending to the following additional insureds: the Alabama Department of Conservation and Natural Resources (DCNR), State Parks Division, its officers, agents, and employees:
 - General Liability Insurance policy at a minimum of \$1,000,000 per occurrence;
 - Sexual Abuse and Molestation policy; and
 - Worker’s Compensation coverage.
- 31) Concessionaire must be qualified and registered with the Alabama Department of Education to conduct business in the State of Alabama, if selected.
- 32) Concessionaire will be required to enroll in E-Verify, if applicable, and provide the E-Verify Memorandum of Understanding upon completion of enrollment.
- 33) Concessionaire must 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.
- 34) All employees must submit to and pass a background check satisfactory to DCNR.

III. PROPOSAL CONTENT

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 to waive irregularities. Concessionaire’s submission should contain at minimum the following documentation:

1. Title The title on the proposal submission should be: “ITB – Operation of Outdoor Educational Programs at Monte Sano 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 or the sole proprietor, the "doing business as (d/b/a)" name if applicable, including the address, telephone number, fax number, a contact person, and the contact's email address.
4. The Percentage of Monthly Gross Revenue anticipated to be paid to DCNR and an estimate of Concessionaire's monthly gross revenue.
5. Term Propose a beginning date of Concessionaire's operation.
6. Include additional documents: a Financial Statement and an outline of Experience.

IV. RESERVATIONS AND MISCELLANEOUS:

a. Authority

This process is for the benefit of DCNR. All information will 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 in selecting or not selecting a Concessionaire.

d. 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) 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.

f. Compliance with Laws

Concessionaires acknowledge and agree to comply with all applicable state, federal, municipal, and local laws, regulations, ordinances, licensing requirements, as well as DCNR policies, guidelines, standards, including State Parks rules and regulations.

For additional information, please contact the *Monte Sano State Park Manager, Zachary Heard at the Park Office 256-534-3757.*