

**STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PROPOSALS
SWIM LESSON CONCESSION - 2007**

TO PROSPECTIVE BIDDERS

Attached is the material necessary to compile and submit a bid for the operation of the Swim Lesson Concession at Salt Rock State Campground, Baltic, CT:

1. **PROPOSAL FORM** – Bidders must submit a proposal in a sealed envelope. Please indicate on the outside of the envelope: (Sealed Bid -Swim Concession Proposal.)
2. **STATEMENT OF BIDDERS QUALIFICATIONS**
3. **BIDDER’S SITE VISIT CONFIRMATION FORM**
4. **REQUEST FOR SWIM LESSON CONCESSION PROPOSAL** – An overview for the Concession Operation, Scope of Services and instructions on submitting a bid proposal.
5. **ATTACHMENT “A”** – Reference information for the Swim Lesson Concession, and a synopsis of the bidders’ requirements.
6. **SEALED BID ENVELOPE** (See #1 Above)

Mail sealed, completed bid packages to:

Department of Environmental Protection
Bureau of Outdoor Recreation, State Parks Division
79 Elm Street
Hartford, CT 06106-5127

Bid packages can either be mailed or delivered in person to the above address, but must be received no later than 3:00 p.m. on Monday, May 14, 2007. All bid packages will be opened on this referenced date.

/jmc
Enclosures

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE PARK CONCESSION

PROPOSAL FORM

Proposal of:

Name: _____ Tel. No.: _____

Address: _____

City and State: _____ Zip: _____

TO:

The Department of Environmental Protection
Bureau of Outdoor Recreation
State Parks Division
79 Elm Street, 6th Floor
Hartford, CT 06106-5127

Pursuant to, and in compliance with your Invitation to Bid,
dated _____2007, the form of contract, including the conditions thereto,
and I (we) propose to operate the Swim Lesson Concession at Salt Rock State Campground in
Baltic, CT from 2007 to 2011, finishing all necessary equipment, machinery, tools, labor
necessary for said operation, as provided in the contract, **AND**

**To pay the annual rental of (\$ _____) to the State of Connecticut for which
25% of the annual sum will be made and check delivered at the execution of the agreement. For
the remainder of the annual sum and payments for each subsequent year will be paid in
accordance with Section 2 of Attachment "A".**

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATEMENT OF BIDDERS QUALIFICATIONS

1. Bidder's Name: _____ Daytime Tel: _____

2. Bidder's Address: _____

 - a. Date of Birth: _____

3. If corporation: Corporate Name: _____
 - a. When organized: _____
 - b. If Inc., where and when: _____
 - c. Federal Employee Identification Number _____
 - d. Officers, partners, etc., of your organization: _____

4. How many years engaged in a swimming lesson business? _____
 - a. (if different from above): Under what name: _____

5. Gross annual business revenue of above? _____

6. Credit references:
 - a. Bank: _____
Address: _____

Phone #: _____

BIDDERS QUALIFICATIONS STATEMENT – CONTINUED:

b. Suppliers with whom you have established credit:
(Provide names, addresses, phone numbers & account #'s)

1. _____

2. _____

3. _____

7. Have you ever defaulted on a contract: Yes_____ No_____
If "yes" explain circumstances under "remarks".

8. I have read and understand that "ATTACHMENT A" of the Request for Swim Lesson Concession Proposal will be part of any concession agreement awarded.

9. I understand that the awarded Contractor will be required to show proof of his/her authority to sign a concession agreement either as a sole proprietor or authorized corporate representative.

10. Remarks: _____

Additional information on qualifications: Attach list of any facilities operated, including telephone numbers.

Signature: _____ (date)

Print Name of Proposed Bidder _____

The above statement must be subscribed and sworn to before a Notary Public.

State of _____)
County of _____) ss _____

Personally appeared before me _____ & subscribed to & made oath to the truth of the foregoing statement.

Date: _____

Notary Public
Commissioner of the Superior Court
My Commission Expires: _____

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF OUTDOOR RECREATION
STATE PARKS DIVISION**

**PROPOSED BIDDER'S CONFIRMATION OF A SITE VISIT TO
SALT ROCK STATE CAMPGROUND:**

I have inspected the swimming pools and applicable areas associated with the pool operation at Salt Rock State Campground.

Date Inspected: _____

Signed by: _____

(If applicable), on behalf of _____.

The above is hereby attested to:

By _____ on _____.

(Park Supervisor and/or his/her designee)

**PLEASE NOTE, THE SUBMITTED REQUEST FOR PROPOSAL WILL BE
NULL AND VOID WITHOUT THIS FORM PROPERLY COMPLETED
AND MADE A PART OF THE BID PACKAGE.**

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SALT ROCK STATE CAMPGROUND

BALTIC, CONNECTICUT

Request for Proposal (Swim Pool Lesson Concession)

APRIL 2007

I. Overview

This contract is intended to cover the Department of Environmental Protection's (DEP) requirements for the operation of a Swim Lesson Concession at its Salt Rock State Campground in Baltic, CT. This campground contains two (2) swimming pools: standard pool is 20' X 40', ranging in depth from 3.5' to 7.5'; wading pool is 15' X 30', and has a depth of 3.5'. The contract period will be from the first weekend of June for each year of the contract term through September 30, 2008. **The State reserves the right to extend this contract for up to three 1-year periods upon agreement by both parties.**

II. Scope of Services

On a daily basis, the successful Proposed concessionaire shall:

- a. Have use of two swimming pools, pool shed and adjacent areas, and a parking area, all to be authorized by the Park Supervisor.
- b. Provide swim lessons to youth beginning with the first weekend of June through Labor Day Weekend. The lessons are to take place at the two pool areas only.
- c. Have full responsibility for operating, opening, closing and maintaining two pools at his/her sole expense.
- d. Refer to "Services Required", which is attached hereto and made a part hereof as "Attachment A."

III. Goals

The scope of services being sought requires the successful Proposed concessionaire(s) to provide and maintain and operate on a daily basis for the general public through a 2-year contract the Swim Lesson Concession at Salt Rock State Campground in Baltic, Connecticut, as outlined in the above-referenced Scope of Services. The Proposed concessionaire will pay a rental fee in addition to the maintenance and operation of the two pools at the above-referenced campground. The Proposed Concessionaire will be allowed to use the pool facilities for the purposes of providing fee-based swimming lessons by duly certified instructors. The pool instructors must be certified by the State of Connecticut. Proof of certification to operate a public pool must be part of the submitted bid package. This Certification must be included and made part of the proposed Bid Package, otherwise the bid will be considered null and void.

IV. Insurance: The successful Proposed concessionaire must, without expense to the State, procure and maintain throughout the contract award term liability insurance, from insurance companies authorized to do such business in the State of Connecticut, covering all services

contained herein (Detailed in Attachment "A"). Before commencing the work, the successful Proposed concessionaire shall furnish a certificate or certificates, in form satisfactory to the DEP, showing that it has complied with the requirements, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department of Environmental Protection.

V. Correspondence, Business Information Changes: All correspondence regarding this contract should be directed to the address below. In the event that the awarded contractor company's name and/or Federal Identification Number changes, and/or company moves and/or updates address and/or telephone number(s) and/or contact person, it is the contractor's responsibility to advise the DEP, Bureau of Outdoor Recreation, State Parks Division of such changes in writing. The State will not be held responsible for payments or purchase orders, which are delayed due to additional routing caused by the lack of notification on the Proposed concessionaire's part. These updates shall be forwarded to: DEP, Bureau of Outdoor Recreation, State Parks Division, Concession Administrator, 79 Elm Street, Hartford, CT 06106-5127.

VI. Qualifications: The successful Proposed concessionaire will have a minimum of five years experience in teaching swim lessons and operating a public swimming pool.

VII. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to stated conditions. The Department of Environmental Protection reserves the right to reject any or all bids and proposals and may re-advertise for new proposals if, in its opinion, it is in the best interests of obtaining qualified service providers.

VIII. Selection Criteria: The following criteria will be considered when awarding this concession contract:

The ability to best provide "Services Required" and meet agreement terms as stated above, rental amount and completeness of bid submittal information. **Therefore, the agreement may not necessarily be awarded to the bidder offering the highest rental fee.**

IX. Required Proposal Submittal Information:

a. Each proposal submittal should include, but not be limited to:

- Proposed annual bid rental amount will be a minimum of \$4,000.00. These dollars could be a combination of rental and capital improvements to the pool operation. Any proposed capital improvements would be subject to the approval of DEP. The minimum bid should equal a total of \$8,000 over the two-year contract term.
- Applicable references.
- Schedule of operation. (Which will require final approval by the DEP)
- Statement of your organization's qualifications and swim lesson experience.
- Information concerning safety procedures.
- Pricing Information.
- The Proposed concessionaire shall provide a copy of their "Emergency Action Plan", which addresses the safety of patrons while using the pools at Salt Rock Campground. This Plan must be included and made part of the proposed Bid Package, otherwise the bid will be considered null and void.

b. Mandatory Site Visit

All questions regarding the site should be directed to the Park Supervisor. Any and all site questions need to take place prior to the submission of the Bid Package. The Proposed concessionaire will be required to sign the Proposed Bidder's Confirmation Form, which is made part of the Bid Package. This sign-off provides notice and confirmation to DEP, that he or she has seen the two pools located at Salt Rock Campground, prior to submission of the proposed bid.

c. Park Contact: All questions concerning the site location may be directed to:
Scott Dawley, Park Supervisor, Pachaug State Forest.
Telephone: 860-376-4075.

d. Point of Contact: Any questions pertaining to the Request for Proposal process, bid documents, requirements and resulting contract award should be directed in writing to: Jill Carr, DEP, Bureau of Outdoor Recreation, State Parks Division, 79 Elm Street, Hartford, CT 06106-5127.

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND PROPOSALS AND MAY RE-ADVERTISE FOR NEW PROPOSALS IF, IN ITS OPINION, ITS IS IN THE BEST INTEREST OF OBTAINING QUALIFIED SERVICE PROVIDERS.

(SALT ROCK STATE CAMPGROUND)
“ATTACHMENT A”

Services Required

1. All swimming instruction and operation of the pools shall be in compliance with State of Connecticut, Department of Public Health regulations concerning swimming pools, water quality and safety.
2. The DEP shall be paid in three installments for use of the pools. First initial payment of 25% shall payable by July 15, the second 25% shall be payable by August 15, and the final payment of 50% will be paid by September 15, 2007 and as the same for each of the subsequent year(s) during the term of the concession contract. Capital improvements in lieu of rental payments must be agreed upon by the Commissioner or her designee and the Proposed concessionaire prior to the date(s) any payment installments are due. Checks are payable to: Treasurer, State of Connecticut and mailed to: DEP, Concession Rentals, Licensing & Revenue Division, 79 Elm Street, Hartford, CT 06106-5127, Attention: Dennis Thibodeau.
3. The DEP assumes no obligation to replace pool liners, pumps and any and all other equipment required to operate a Youth Swim Lesson Concession. In the event that a failure occurs while this contract is in effect, the Proposed concessionaire may arrange and pay for a replacement. The DEP, upon presentation of cost documentation for the replacement, will deduct an equal amount from the final payment total. Should factors beyond the control of either party limit the use of a pool, the DEP will consider continuing operation for a reduced fee if a mutually satisfactory schedule and amount can be agreed upon.

The Proposed concessionaire may install and retain ownership of a propane heater if desired. The Proposed concessionaire will be responsible for any and all expenses related to operating the propane heater.
4. The Proposed concessionaire will be responsible for seasonal opening and closing, as well as daily operation and routine maintenance. Daily operation will include testing and chemically treating both swimming pools to meet State Health Code requirements. All maintenance and testing costs will be the responsibility of the Proposed concessionaire.
5. The Proposed concessionaire may utilize the pools for swimming lessons during the term of the contract. Weather permitting, the Proposed concessionaire will open and close the pools on a daily basis. During daily hours of operation, which shall be set by mutual agreement with the Park Supervisor, campers not participating in a swim lesson program will be permitted to use the pools without paying any additional fees beyond the campground nightly fee. The Proposed concessionaire will offer free-swimming lessons to children of families camping at Salt Rock Campground. During scheduled swim lesson sessions, public use will be allowed whenever feasible. Failure to maintain a schedule consistent with the agreed upon hours operation will be considered by the DEP as just cause for termination.
6. Schedule of Operation - Open daily no later than 10:00 a.m. beginning with the first weekend of June through Labor Day Weekend (except during inclement weather.) During such time the pools are open it will be for the minimum: until three hours before sunset.

7. Equipment Storage - the Proposed concessionaire may use the existing pool shed to provide temporary secure storage for equipment left on-site. The Proposed concessionaire will have full responsibility of shutting down and winterizing the two pools at the end of each season during the contract period.

8. Whenever the concession is open for business, the Proposed concessionaire must have present an employee who is a qualified on-site manager familiar with the requirements of the operation.

9. The Proposed concessionaire shall not assign this contract.

10. The Proposed concessionaire shall insure that the action of its agents, members and visiting public shall not cause damage to State property.

11. The Proposed Concessionaire shall be responsible for securing any other licenses, permits or approvals required by the Federal government, State of Connecticut, or local government.

12. The Proposed concessionaire shall comply with any reasonable order, oral or written, by an employee of Department of Environmental Protection, State Parks Division or Division of State Environmental Conservation Police.

13. This contract is revocable by the Commissioner of the Department of Environmental Protection with five days written notice.

14. The Proposed concessionaire shall leave the campground at Salt Rock in the same condition it was found prior to any activity initiated by the concessionaire.

15. The Proposed concessionaire shall protect the health and safety of participants and spectators during the contract term.

16. By November 15th of each calendar year that this contract is in force, the Proposed concessionaire shall submit a certified statement of annual gross receipts, attested to by a Notary Public and/or a Commissioner of the Superior Court, to: Department on Environmental Protection, State Parks Division, Concession Administrator, 79 Elm Street, Hartford, CT 06106.

17. The Proposed concessionaire shall provide to the Park Supervisor and have posted at each pool and Accessory Concession Area, a hard copy of the Emergency Action Plan (as approved by the DEP.)

18. The Proposed concessionaire will have the option to sell "Pool Accessory" items. Example of items for sale: goggles; flippers; small snacks, etc. Each year the contract is in effect, the Proposed Concessionaire will submit a list of the items for sale, to the Park Supervisor, for his or her approval, prior to Memorial Weekend. The Proposed Concessionaire will not be allowed to operate a food concession.

(April 2007)