



REQUEST FOR PROPOSALS

RFP No. 031526-1

City of Chickasaw, Alabama

Brooks Park Boat Launch Retail & Kayak Operations

1. Notice of Request for Proposals

The **City of Chickasaw, Alabama** ("City") hereby invites qualified individuals or entities ("Proposers") to submit written proposals for the operation of a multi-purpose business at the Brooks Park Boat Launch, located on Highway 43 North, Chickasaw, Alabama.

2. Project Overview and Objectives

The City seeks **one (1) responsible and qualified entity** to provide, at its own expense, an **aesthetically pleasing structure**, subject to approval by the Chickasaw City Council, from which the Proposer shall operate and manage the services described herein.

The successful Proposer shall:

- Collect boat launch fees on behalf of the City; and
- Provide on-site oversight of Brooks Park from **sunup to sundown** during the operational season defined below.

3. Term of Operation

The minimum operational season shall be **March 15 through October 15** of each calendar year, unless otherwise amended by written agreement with the City.

4. Authorized Business Activities

In consideration for the services provided to the City, the successful Proposer shall be permitted to operate a **kayak sales and rental business**, combined with a **retail operation**, which may include the sale of the following items:

- Food and snacks
- Soft drinks and ice
- Bait and tackle
- Fishing equipment
- Other convenience items commonly used by boaters and fishermen

This combination of services is deemed beneficial to the public and consistent with the City's objectives for Brooks Park.

5. Site Description

The business shall operate within the designated area at the Brooks Park Boat Launch, as identified by the City (previously depicted as the yellow-outlined area). Final site placement is subject to City approval.



6. Proposal Requirements

Each proposal **must**, at a minimum, include a detailed description of the Proposer's approach to the following:

1. **Staffing Plan** – including staffing levels and hours of operation
2. **Daily Operations and Management Structure**
3. **Collection, Handling, and Remittance of City Funds**
4. **Maintenance Responsibilities** for the structure and surrounding area
5. **Flooding, Severe Weather, and Emergency Response Plans**
6. **Security and Park Oversight Measures**
7. **Value-Added Services or Enhancements** proposed for the benefit of the City and park users

Incomplete proposals may be deemed non-responsive.

7. Submission Deadline

Proposals must be **received no later than 12:00 noon on May 1st**. Late submissions will not be considered.

8. Evaluation and Award Process

All proposals will be publicly opened and reviewed by the Chickasaw City Council at its regularly scheduled meeting on **May 13th at 6:00 p.m.** The City reserves the right to accept or reject any or all proposals, to waive informalities, and to select the proposal deemed to be in the best interest of the City.

9. Submission Method and Address

Proposals may be submitted by **mail, email, or hand delivery** to:

City of Chickasaw
RFP No. 031526-1
Attn: City Clerk
224 N. Craft Highway
Chickasaw, Alabama 36611

Email submissions may be sent to: cityclerk@cityofchickasaw.org

10. Reservation of Rights

The City of Chickasaw reserves the right to:

- Reject any or all proposals
- Request additional information or clarification
- Negotiate terms with the selected Proposer
- Cancel this RFP at any time without obligation

11. Governing Law

This Request for Proposals and any agreement arising therefrom shall be governed by and construed in accordance with the laws of the **State of Alabama**.

Insurance Requirements

The successful Proposer ("Operator") shall, at its sole cost and expense, procure and maintain throughout the term of any agreement awarded pursuant to this Request for Proposals the following insurance coverage with companies authorized to do business in the State of Alabama:

1. **Commercial General Liability Insurance**
Including coverage for bodily injury, personal injury, property damage, products and completed operations, and contractual liability, with limits of not less than:
 - o \$1,000,000 per occurrence
 - o \$2,000,000 aggregate
2. **Automobile Liability Insurance**
Covering all owned, non-owned, and hired vehicles used in connection with the operations, with a combined single limit of not less than \$1,000,000 per accident.
3. **Workers' Compensation Insurance**
In compliance with the laws of the State of Alabama, including Employer's Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 disease per employee, and \$500,000 disease policy limit.
4. **Property Insurance**
Covering any structures, equipment, inventory, or improvements owned or installed by the Operator at the site, written on a replacement cost basis.
5. **Additional Insured**
The City of Chickasaw, Alabama, its elected officials, officers, employees, and agents shall be named as **Additional Insureds** on the Commercial General Liability and Automobile Liability policies.
6. **Primary and Non-Contributory**
All insurance required herein shall be primary to, and non-contributory with, any insurance maintained by the City.
7. **Proof of Insurance**
Certificates of Insurance evidencing the required coverage shall be submitted to the City prior to commencement of operations and upon renewal. Policies shall provide that coverage may not be cancelled, non-renewed, or materially altered without at least thirty (30) days' prior written notice to the City.
8. **Failure to Maintain Insurance**
Failure to maintain the required insurance shall constitute a material breach of the agreement and may result in immediate termination at the City's option.

Indemnification and Hold Harmless

To the fullest extent permitted by law, the successful Proposer (“Operator”) shall indemnify, defend, and hold harmless the **City of Chickasaw, Alabama**, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from:

- The acts or omissions of the Operator, its officers, employees, agents, contractors, or invitees;
- The operation of the business, including kayak rentals, retail sales, fee collection, and site supervision;
- The construction, installation, maintenance, or use of any structure, equipment, or improvements placed on City property by the Operator;
- Any injury to persons (including death) or damage to property occurring in connection with the Operator’s activities.

This indemnification obligation shall apply regardless of whether such claims are caused in part by the City, except to the extent caused by the sole negligence or willful misconduct of the City.

The obligations set forth in this section shall survive the expiration or termination of any agreement awarded pursuant to this Request for Proposals.

Optional (Recommended) Additional Clause

Waiver of Subrogation

The Operator waives all rights of recovery against the City for any loss or damage covered by insurance required under this RFP. All required insurance policies shall contain an endorsement reflecting this waiver.

Contract Term and Renewal

Contract Term

The initial term of any agreement awarded pursuant to this Request for Proposals shall be for a **minimum period of one (1) year**, commencing on the date approved by the City Council of the City of Chickasaw and executed by the parties.

Renewal Options

The City, at its sole discretion, may renew the agreement for **up to five (5) additional one-year terms**, for a total possible contract duration of six (6) years, subject to:

1. Satisfactory performance by the Operator;
2. Continued need and benefit to the City;
3. Compliance with all terms and conditions of the agreement; and
4. Approval by the Chickasaw City Council.

No renewal shall be automatic. All renewals must be in writing and approved by the City.

Termination

Termination for Convenience

The City reserves the right to terminate the agreement **for any reason or for no reason**, upon providing thirty (30) days written notice to the Operator.

Termination for Cause

The City may immediately terminate the agreement, in whole or in part, upon written notice if the Operator:

- Fails to perform services in accordance with the agreement;
- Fails to maintain required insurance or permits;
- Misuses or fails to properly remit City funds;
- Violates any federal, state, or local law or regulation;
- Engages in conduct that endangers public safety, City property, or park users; or
- Becomes insolvent, files bankruptcy, or ceases business operations.

Effect of Termination

Upon termination, the Operator shall:

- Immediately cease operations on City property;
- Remove all personal property, equipment, and structures as directed by the City;
- Account for and remit any City funds collected; and
- Leave the premises in a clean and safe condition acceptable to the City.

Termination shall not relieve the Operator of obligations that by their nature survive termination, including indemnification and payment obligations.

Default and Remedies

Default

The occurrence of any of the following shall constitute an event of default:

- Failure to comply with any material term or condition of the agreement;
- Failure to timely cure a non-material breach after written notice from the City;
- Failure to maintain continuous insurance coverage;
- Abandonment of operations during the operating season without City approval.

City Remedies

In the event of default, the City may, at its option and without limitation:

- Terminate the agreement;
- Suspend operations until default is cured;

- Perform or cause to be performed any obligation at Operator's expense;
- Withhold approvals or renewals;
- Pursue any legal or equitable remedies available under Alabama law.

All remedies are cumulative and not exclusive.

Compliance With Laws and Regulations

General Compliance

The Operator shall comply with **all applicable federal, state, and local laws, ordinances, regulations, and codes**, including but not limited to those relating to:

- Business licensing and taxation;
- Health and food safety;
- Environmental protection;
- Employment and labor laws;
- Americans with Disabilities Act (ADA);
- Boating, water safety, and recreational use regulations.

Permits and Licenses

The Operator shall obtain and maintain, at its sole expense, all permits, licenses, and approvals required to conduct operations under the agreement. Failure to maintain required approvals shall constitute grounds for termination.

Non-Discrimination

The Operator shall not discriminate against any individual based on race, color, national origin, sex, religion, age, or disability in the performance of the agreement or in providing services to the public.