

**REQUEST FOR PROPOSAL  
CONCESSION OPERATIONS**

**for**

**CANADIAN COUNTY**

**EXPO CENTER**

Prepared By:  
Canadian County Expo Authority  
3001 Jensen Road East  
El Reno, OK 73036

**TABLE OF  
CONTENTS**

**REQUEST FOR PROPOSALS – NO001; CONCESSION OPERATIONS**

<b>Document</b>	<b>Page No.</b>
Request for Proposal Description	1
RFP Terms and Conditions	1
Background	3
Concession Operations	3
Qualifications	3
Proposal Instructions	4
Required Elements of Proposals	4
Review of Proposal Responses	5
Attachment #1 - Location Map	
Attachment #2 - Vendor Application Form	
Attachment #3 - Insurance and Indemnification	
Attachment #4 - RFP Submission Checklist	
Attachment #5 - List of County Owned Equipment & Furnishings	

**REQUEST FOR PROPOSAL (RFP)**  
**Concession Operations**

Canadian County Expo Authority is soliciting proposals in order to identify individuals and/or businesses qualified to manage and operate concessions during events held at the Canadian County Expo Center. This RFP is designed for those interested in creating a contract relationship to operate a concession stand at the above-mentioned Canadian County Expo Authority facility. The selected concessionaire will be required to operate the concessions according to the terms and conditions as outlined in the proposal.

Questions may be sent to the Canadian County Expo Center at [Davism@canadiancounty.org](mailto:Davism@canadiancounty.org) . Concessions are open for tours Monday – Friday 9am-3pm **by appointment only**. The proposals will be opened at 1:00 p.m. on Monday, July 8<sup>th</sup> , 2024 at the following address:

**Canadian County Expo Authority**  
**3001 Jensen Road East**  
**El Reno, OK 73036**

**I. RFP TERMS AND CONDITIONS**

- i. This RFP does not commit the Canadian County Expo Authority (the Authority) to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Authority, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the Authority and are for the sole and exclusive benefit of the Authority. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the Authority and if required by law may be subject to public disclosure by the Authority or any authorized agent of the Authority. The Authority is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.
- ii. It shall be the proposer’s responsibility to review and verify the completeness of its proposal. The Authority may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The Authority may request to inspect properties or contact clients referenced in the proposal. The Authority also reserves the right to conduct investigations with respect to the qualifications of a proposer.
- iii. Verbal communication made by any Canadian County Expo employee or agent of the Authority with respect to this RFP is not binding and shall not in any way be considered as a commitment by the County. **Only written responses to questions submitted in writing to the Authority or written addenda to this RFP issued by the Authority will be considered binding on the County.**

- iv. County employees and Trustees are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP and no proposal shall be accepted from, or contract awarded to, any County employee or Trustees who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. No proposer may be a proposer to more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the Authority sole judgment, violates these conditions or spirit of these conditions.
- v. The Authority reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:
- To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the Authority's sole discretion, it is in the Authority's best interest to do so.
  - To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP.
  - To accept or reject any or all the items in any proposal and award the contract in whole or in part if it is deemed in the Authority's best interest to do so.
  - To reject the proposal that, in the Authority's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Authority or another government entity, is financially or technically incapable or is otherwise not a responsible proposer.
  - To reject as informal or non-responsive any proposal which, in the Authority's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP.
  - To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the Authority's sole judgment, material to the proposal.
  - To permit or reject, at the Authority's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all the respondents following proposal submissions:
  - To request that some or all the proposers modify proposals based upon the evaluation of the Authority.
- vi. The Authority may enter into negotiations for a contract, on terms and conditions satisfactory to the Authority with one or more selected proposer(s). However, the Authority reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The Authority reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, the Authority shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the Authority, in its sole discretion, determines that doing so and permitting such is in the Authority's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the Authority reserves the right to discontinue negotiations. Additional firms

may be asked to enter into negotiations, and/or the Authority may solicit new proposals.

## **II. BACKGROUND**

In 2019 Canadian County purchased 50 acres at Alfadale and Jensen roads just south of Interstate 40 in El Reno for \$1.25 million from the Jensen family. the Authority has an option to purchase another 50 acres if needed for further development.

TOTAL CONSTRUCTION COST \$20,000,000

The project's first phase opened on July 1<sup>st</sup> of 2021 and features the following:

- i. 45,000 SQ FT. INDOOR ARENA
- ii. 18,000 SF EVENT CENTER:
- iii. 16,000 SF PAVILION:
- iv. 7 ACRE CONCERT PARK:
- v. 32,500 SF OUTDOOR ARENA
- vi. Parking

## **III. CONCESSION OPERATIONS**

Concession operations are a key component to the overall success of the facility. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

### Personnel

The operator will be responsible for hiring and scheduling the necessary personnel to conduct the daily operation of the concession in accordance with all Health Department regulations.

### Operating Hours

Hours of operation will vary widely based upon each events' needs. The concessionaire is expected to work closely with the staff and promoters of the Canadian County Expo Center to ensure the clear communication of Operating Hours for each event at least 2 weeks in advance.

### Menu Items

The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. It will be the responsibility of the concessionaire to provide an attractive menu with a variety of food and beverage products that have a high level of local and regional market appeal. All menus and prices must be submitted to the Director of the Canadian County Expo Center for approval prior to any product sales.

## **IV. QUALIFICATIONS**

To ensure a high-quality level of operation for the facility, proposers must demonstrate minimum experience and qualifications. Applicants must complete the Authority's Vendor Application Form (**Attachment 2**) and provide evidence of the following:

- Experience in successfully operating and managing a similar type of business.

- Demonstrated track record of being an equal opportunity employer.
- Must not be currently indebted to the federal government, State of Oklahoma, or Canadian County for non-payment of taxes, fines, judgments, liens, or fees.

## V. PROPOSAL INSTRUCTIONS

### Submission Date and Requirements

One original unbound copy of completed proposals must be submitted to:

#### Canadian County Expo Center

3001 Jensen Road East

El Reno, Ok 73036

The following conditions apply to this submission:

- **Proposals must be submitted by 1:00 p.m. on Monday, July 8<sup>th</sup>, 2024.** Late proposals will not be accepted.
- Proposal must be sealed and labeled on cover with the RFP title and Proposer's name.
- Proposals shall remain binding for 120 days from the date of proposal submission.
- The County reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

## VI. REQUIRED ELEMENTS OF PROPOSALS

Respondents may submit any information they deem necessary and appropriate for the Authority to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

- Vendor Application (**Attachment 2**)
- Checklist for a Complete Submission (**Attachment 4**)
- Description of the proposer's business structure, key staff and their qualifications.
- Description of the proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated type of retail sales, etc.
- A proposed annual budget for the operation of the concession stand. Include a brief narrative that generally describes the anticipated expenses, revenues, and net income for each year.
- A sample menu, including proposed prices, together with a list of merchandise that may be available for rent and/or sale.
- At least three references that have first hand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession. If possible, at least one reference should be a public entity other than Canadian County.
- Protect the Authority and the Respondent's ongoing investment in the equipment and infrastructure of fixed concession stand, kitchen/commissary facilities and catering equipment/facilities through a high level of maintenance and overall operational

- standards to be implemented throughout the life of the agreement
- The Respondent should identify which of the following methods of payment it will provide to the Authority:
    - A fixed guarantee
    - A percentage of gross sales
    - A capital investment
    - A management fee arrangement
    - Other arrangements to be described in detail by the Respondent
    - Any combination of the above
  - The Respondent should provide complete details of the method of payment to be made to the Authority for concessions and catering separately

## **VII. REVIEW OF PROPOSAL RESPONSES**

### **Review Process**

All proposals received by the deadline will be evaluated by Director of the Canadian County Expo Center. Upon the review of the quality and responsiveness of the proposals received, the Director will make recommendations to the Board of Trustees.

### **Notification of Awards**

The review process will occur during the week of July 8<sup>th</sup>, 2024. Possible interviews of the final candidates may be scheduled during that time. Final notification of the outcome of the review process is expected by the end of July 31<sup>st</sup>.

The successful proposer will be required to execute a concession agreement with the Authority, which is subject to formal approval by the Canadian County Expo Authority Board of Trustees. the Authority anticipates that the selected proposer will open for business by the first week of September 2024.

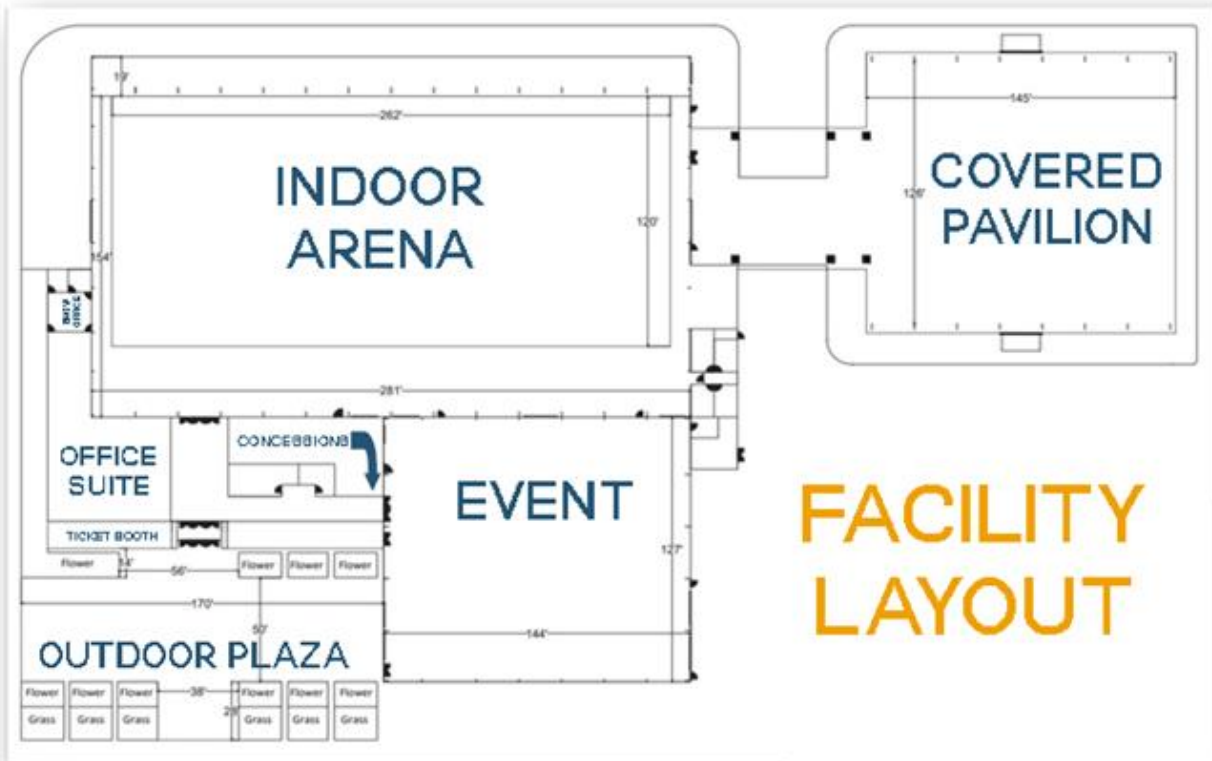
## **ATTACHMENTS**

- Attachment #1 - Location Map
- Attachment #2 - Vendor Application Form
- Attachment #3 - Insurance and Indemnification
- Attachment #4 – Concessions RFP Submission Checklist
- Attachment #5 - List of County Owned Equipment & Furnishings

FRONT VIEW



BACK VIEW





CANADIAN COUNTY EXPO AUTHORITY
VENDOR APPLICATION FORM

TYPE OF APPLICANT:

Legal Contractual Name of Business:
Owner's Name:
Business Mailing Address:
County, State and Zip Code:
E-Mail Address:
Phone: Fax:

General Business

Contact Person for Business Operations:
Title:
E-Mail Address for Business Operations:
Business Telephone: Business Fax:

Fiscal

Contact Person for Fiscal Operations:
Title:
E-Mail Address for Fiscal Operations:
Business Telephone: Business Fax:

Is your business: (check one)

NON PROFIT [ ] FOR PROFIT [ ]

Is your business: (check one)

- Individual/Sole Proprietor [ ]
Corporation [ ]
Partnership [ ]
Trust/Estate [ ]
Other [ ]

Names & Titles of Co-Owners, Partners, or Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign

Table with 3 columns: Names, Title, Phone. Includes three rows of blank lines for data entry.



List three references that we may contact to verify your qualifications:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

## INSURANCE AND INDEMNIFICATION

### Insurance

Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following.

### Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

- (a) Public Liability insurance and Product Liability insurance in the amounts of \$100,000 per person/\$300,000 per incident.
- (b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

### General Requirements – All of Contractor's Insurance:

- (a) Shall be issued by an insurance company which is an admitted carrier in the State of Oklahoma and maintains a Secure Best's Rating of "A" or higher, unless otherwise approved by County.
- (b) General Liability, Automobile Liability and Employer's Liability shall name the County, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "County and County Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to County and County personnel. All insurance provided hereunder shall include the appropriate endorsements.
- (c) Shall be primary insurance and any insurance or self-insurance maintained by County or County Personnel shall be in excess of Contractor's insurance and shall not contribute with it.
- (d) Shall be "occurrence" rather than "claims made" insurance.
- (e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against County and County personnel.
- (g) Shall be written by good and solvent insurer(s) admitted to do business in the State of Oklahoma and approved in writing by County; and
- (h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to County by U.S. mail, or by

personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

**Deductibles**

Any deductibles or self-insured retentions must be declared to and approved by the County prior to the execution of this Agreement by County.

**Evidence of Coverage**

Contractor shall furnish County with certificates of insurance demonstrating the coverage required prior to any commencement of work to be completed.

**Certificates shall be mailed to:**

**Canadian County Expo & Event Center  
3001 Jensen Road East  
El Reno, OK 73036**

**Workers' Compensation Insurance**

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to County in writing prior to work commencement. County and County personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to with this section or with the provisions of law relating to Workers' Compensation.

**Indemnification**

Contractor shall indemnify, defend, and hold County and County Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of County, whether or not there is concurrent active or passive negligence on the part of County and/or County Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of County or County Personnel. In connection therewith:

Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

The contractor shall promptly pay any judgment rendered against County or any County Personnel for any such claims or liabilities.

In the event County and/or any County Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor

shall pay to County any and all costs and expenses incurred by County or County Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

**CONCESSION RFP SUBMISSION CHECKLIST**

Name of Proposer: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Please initial next to each item below indicating that you understand.

- \_\_\_\_\_ Insurance – Public liability insurance and product liability insurance in the amounts of \$100,000 per person/\$300,000 per incident. Proof of insurance must be provided to the County upon award of bid.
- \_\_\_\_\_ Agree to comply with all local and state health codes.
- \_\_\_\_\_ Be responsible for clean-up of concessions area including but not limited to all equipment, floors, and storage spaces.
- \_\_\_\_\_ The concessioner agrees to pay the County a portion of the gross revenues received in operation of any concessions and catering.
- \_\_\_\_\_ Concessioner agrees to pay the accepted amount of gross revenues to the County by the tenth day of each month.
- \_\_\_\_\_ Concessioner agrees to provide written verification of gross revenues monthly.
- \_\_\_\_\_ The length of the contract is one year.
- \_\_\_\_\_ Contract will not be assigned to other party.

Please initial next to the items below indicating that you have included items in your submission.

- \_\_\_\_\_ Include completed Vendor Application.
- \_\_\_\_\_ Include anticipated budget of income and expenditures for the length of the contract.
- \_\_\_\_\_ Include complete RFP Checklist
- \_\_\_\_\_ Include complete details for the method of payment to be made to the County for concessions and catering separately.
- \_\_\_\_\_ Include sample menu.

**List of County Owned Equipment & Furnishings**

- Valcan 36” Natural Gas Griddle
- Metro Flavor View HM2000 Upright Food Warmer
- American Dish Service AFB Dishwasher
- 6 Burner Natural Gas Stove and Oven
- Kratos 69K-729 Swing Glass Fridge
- Two (2) Three (3) section sliding door True Fridges
- Two (2) True Freezers
- Ice Machine
- One (1) Tea Machine



