



Eufaula Rodeo Arena
Request For Proposal
August 15, 2022

Public Notice

City of Eufaula INVITATION FOR

RFP Eufaula Rodeo Arena Lease

The City of Eufaula hereby solicits proposals from qualified individuals, companies, or organizations to manage, plan, operate and maintain the City of Eufaula Rodeo Arena.

The City of Eufaula must receive proposals no later than **10:00 a.m., local time, Wednesday, August 31, 2022**. All proposals should be identified as the City of Eufaula Rodeo Arena Lease.

All Proposals shall include the Request for Proposals ("RFP") forms included in the Proposal Documents.

To secure a complete copy of the Request for Proposals ("RFP") package, please visit www.cityofeufaulaok.com. Mail completed proposals to the City Clerk, Eufaula City Hall, PO Box 684, Eufaula, Oklahoma 74432, or hand deliver to the Eufaula City Hall. Faxed proposals are not accepted. Failure of the Proposer to complete all the proposal requirements may result in rejection of the Proposal.

All questions and comments pertaining to this RFP shall be addressed to Jeb Jones, City Manager, at (918) 689-2534 or cm@cityofeufaulaok.com

The City of Eufaula will not be responsible for Proposals submitted that are not marked appropriately or sent to the wrong address. The City of Eufaula reserves the right to reject any or all Proposals or to accept any Proposals, or to waive any informality in any Proposal, or to withhold the award if deemed in the best interest of the City of Eufaula.

The City of Eufaula is an Affirmative Action and Equal Opportunity Employer. Persons with disabilities may request a reasonable accommodation by the City of Eufaula at (918) 689-2534. Please make all requests as early as possible to allow time to arrange the accommodation.

OFFER SHEET

The City of Eufaula will accept competitive sealed proposals for the Annual Lease of the Eufaula Rodeo Arena at the mailing address or physical location until the date and time detailed below. Submissions shall be in the actual possession of the City Clerk on or before the date and time indicated below. Late proposals will not be considered. Proposals shall be submitted in a sealed package with "RFP – Eufaula Rodeo Arena Lease" and the Proposer's name and address indicated on the front of the package. All proposals shall be completed in ink or typewritten. Proposers are strongly encouraged to read the entire Request for Proposal (RFP) carefully.

Proposal Due Date: Wednesday, August 31, 2022
Proposal Time: 10:00 A.M.
Proposal Opening: 10:00 A.M.
Deliver To: Valarie Cox, City Clerk
17 Hospital Rd./P.O. Box 684
Eufaula, Ok. 74432

General and Technical Questions Email: cm@cityofeufaulaok.com
Questions Due by: Monday, August 22, 2022
Answers to the Questions Posted by: Friday, August 26, 2022

The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers a proposal to the City of Eufaula that contains all terms, conditions, specifications, and amendments in the Notice of RFP issued by the City of Eufaula.

The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City of Eufaula.

Organization/Company Name: _____

Federal Employer Identification Number: _____

Email: _____ Telephone: _____

Address: _____ City of Eufaula: _____ State: _____ Zip: _____

Name of Authorized Signature for Offer: _____
(Printed Name)

Signature of Authorized Offer: _____ Title of Authorized Signer: _____

Request for Proposals
Manage, Plan, Operate and Maintain the Eufaula Rodeo Arena

The Facility

The Eufaula Rodeo Arena ("facility") is a traditional rodeo facility with rough stock chutes, a main arena, roping chutes, holding pens, two concession stands, and an announcer's stand. The facility is owned by the City of Eufaula and is located at 121182 East Hwy 9.

I. Invitation for Services

The City of Eufaula seeks an organization with the expertise and experience needed to ensure effective long-term operation of the rodeo grounds, including professional operations, regular and special event programming and promotions, facility master planning, site management, and community outreach and engagement. Therefore, through this Request for Proposals ("RFP"), the City of Eufaula, Oklahoma ("City of Eufaula") seeks proposals from qualified persons and firms to provide the following services for the City of Eufaula's facility:

- a. Operation and management of the facility, including, but not limited to, promoting, advertising, planning, and operating successful rodeo events at the facility and other recurring or special events appropriate for the facility.
- b. Creating and implementing short-term and long-term master management facility plans (promotional methods, sponsorships, funding, community outreach, including related time frames) for programs, events, and services at the facility.
- c. Serving as site manager for the facility, including maintaining a physical presence on site for all activities at the facility.
- d. Performing regular maintenance and repairs for facility Improvements.
- e. Obtaining sponsorship and other funding or financing for programming, maintenance, and capital improvement projects.
- f. Develop recommendations regarding the long-term viability of the facility and its Improvements.

II. Contact Person

Inquiries related to this Request for Proposals should be directed to Jeb Jones, City Manager, (cm@cityofeufaulaok.com) (918) 689-2534).

III. Considerations for Providing the Services

City of Eufaula Goals and Process: The services provided by the selected Proposer shall conform to the City of Eufaula's plans, processes, goals, and priorities. The Eufaula Rodeo Arena is essential to the community's heritage, and the programming that occurs should be measured by financial performance and popularity with the community. Therefore, the Organization's funds can be applied to capital improvements for the grounds. Capital improvements to the facility are always subject to Eufaula City Council or Council designee approval.

IV. Description of Property and Concession Agreement

The Organization shall provide oversight (management, planning, operation, and maintenance) of the Eufaula Rodeo Arena according to the Terms and Conditions contained herein and as agreed to by the parties in the Eufaula Rodeo Arena Lease Agreement (**See Attachment**).

V. Additional Service Deliverables after Selection

- a. Facility Management
 - i. Meet with City of Eufaula staff as necessary to identify projects, clarify specific roles and responsibilities, and identify project resources.
 - ii. Project Management: Identify tools and methods that will be used to make facility improvements and to satisfy the City of Eufaula's plans, processes, and priorities. The Organization should anticipate meetings with the City Staff as necessary at key facility milestones.
- b. Community Outreach and Engagement Strategy
 - i. Community-at-large: Community engagement is a critical component of the operational process for the facility and must involve the community on many levels. Ongoing engagement will occur throughout the course of the lease with the community-at-large promoting the events and the grounds.

VI. Format Requirements of Proposal:

The submittal **must** include the information outlined in the paragraphs below. Failure to provide any of the information requested by these paragraphs may be grounds for the City of Eufaula to reject a proposal.

The Organization is requested to include the following information in the Proposal:

- c. **Offer Sheet:** The Offer Sheet **must** be completed and returned with the Offeror's Proposal. Failure to return the Offer Sheet and to sign it is grounds for the City of Eufaula to reject a proposal.
- d. **Approach and Understanding Transmittal Letter:** Provide a statement of the Offeror's understanding of the lease, the services required by the RFP listed herein, and a description of the process/approach to provide the services. State your firm's interest and commitment of personnel to the Project. Identify and describe any distinguishing features or capabilities that make your firm a superior choice to perform the services. Please include the names of the authorized persons to make representations on behalf of the Offeror (include their title, fax number, email address, and telephone numbers). A statement that the individual who signs the transmittal letter is authorized to negotiate and bind the Offeror to contract with the City of Eufaula.
- e. **Firm Overview:** Provide a brief history and qualifications of your company. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current and previous business names. Does your firm do business within the City of Eufaula? If so, please provide a copy of your business license.
- f. **Outline internal protocol** for ensuring clear communication between the City of Eufaula and the Organization.
- g. **Experience:** State the qualifications and experience of the firm/individual(s). Emphasize specific qualifications and experience with engagements of similar scope and complexity.
- h. **Resumes:** List and provide resumes for committed individuals assigned to the site management project team.

VII. Proposal Submission

- i. Written questions concerning the RFP should be submitted via email to Jeb Jones, City Manager, before Monday, August 22, 2022, by noon (local time). Answers will be posted to the City of Eufaula website Friday, August 26, 2022.
- j. Proposal Submission Deadline: Proposals must be received **no later than 10:00 a.m. (local time) on Wednesday, August 31, 2022**. The proposals must be formatted per the instructions of this RFP. Promotional materials may be attached but are unnecessary and will not be considered to meet any of this RFP's requirements.

Proposals must be enclosed in a sealed envelope or package, clearly marked "Eufaula Rodeo Arena Lease," and delivered to City of Eufaula Clerk's Office 17 Hospital Rd., P.O. Box 684 Eufaula, Oklahoma 74432.

Late or facsimile proposals will not be accepted. The Proposer is responsible for ensuring their Proposal is delivered and received at the specified location on or before the date and time set. Proposals received after the date and time specified will not be considered.

All proposals shall remain in effect for at least 90 days from the opening date.

VIII. RFP Schedule

The following RFP schedule is subject to change at the discretion of the City of Eufaula. The City of Eufaula will provide sufficient advance notice to Organizations in the event of schedule changes.

Project Schedule

Release of Request for Proposals	Monday, August 15, 2022
Submittal deadline for questions from bidders	Monday, August 22, 2022
Questions and Answers posted on the City of Eufaula website	Friday, August 26, 2022
Proposals Due	Wednesday, August 31, 2022, at 10:00 a.m.
Staff to review proposals	Week of September 5, 2022
Council award of Lease Agreement	September 12, 2022, at 5:30 p.m.
Lease Agreement Start Date	October 1, 2022

IX Evaluation Criteria and Selection Process:

The Proposal should enable the City of Eufaula to evaluate the firm's qualifications through a review and to select the most qualified Organization to provide the services.

Evaluation Criteria. The following are the critical areas of the Proposal to be evaluated by the City of Eufaula's Selection Committee:

- i. **Quality and Completeness:** Does the described plan and approach to delivering services adequately address those identified in the RFP? Does the defined plan and process provide specific methods, deliverables, and time frames for facility planning, program and event offerings, funding, promotional strategies, community engagement, budgeting, facility maintenance, facility operations, and capital improvements.
- ii. **Experience:** Has the Organization demonstrated the ability to successfully provide services for projects of similar complexity and nature as described herein?
- iii. **Organization:** Does the Organization offer the quality of services required for the types of services listed herein? Does the firm organizational structure show sufficient depth for its Specific Management Approach: Has the Organization described its ability to achieve project delivery goals for projects of similar complexity and nature as described herein? How will the firm apply its management techniques and resources?
- iv. **Reputation:** Are the Organization's references from past clients, associates, or any publicly available source favorable?
- v. **Familiarity with Locality:** Does the Organization team demonstrate familiarity with the City of Eufaula and the project location?

Indemnification and Insurance Requirements: The selected Organization, at the Organization's sole cost and expense and for the entire term of the Agreement or any extension thereof, shall obtain and maintain at least all the insurance requirements outlined in the Insurance Requirements. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Eufaula as to form and content. The selected Organization agrees to provide the City of Eufaula with a copy of said policies, certificates, and/or endorsements. The Organization chosen shall satisfy these insurance requirements before approval of the Agreement.

IX. General Requirements

- a. Collusion: By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Proposer has not in any manner colluded to secure any improper advantage over any other person submitting a response.
- k. Gratuities: No person will offer, give or agree to give any City of Eufaula employee or its representatives any gratuity, discount, an offer of employment, or other financial advantages in connection with the award of a contract by the City of Eufaula. No City of Eufaula employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantages in connection with a City of Eufaula contract.
- l. Required Review and Waiver of Objections by Vendor: Proposers should carefully review this RFP and all attachments, including but not limited to the Eufaula Rodeo Arena Lease, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City of Eufaula.
- m. Proposal Withdrawal: To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Contact Person. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.
- n. Proposal Errors: Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.
- o. Incorrect Proposal Information: If the City of Eufaula determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially inaccurate, that Proposal may be determined non-responsive, and the Proposal may be rejected at the City of Eufaula's sole discretion.

- p. Conflict of Interest and Proposal Restrictions: By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City of Eufaula as wages, compensation, gifts, or other compensation in exchange or acting as an officer, agent, employee, subcontractor to the Proposer in connection with the procurement under this RFP.
- q. Right of Rejection: The City of Eufaula reserves the right, at its sole discretion, to reject any and all proposals or cancel this RFP. Any submission that does not meet this RFP's requirements may be considered non-responsive, and the Proposal may be rejected. The Proposer must comply with all of the terms of this RFP and all applicable State laws and regulations. Proposers may not restrict the rights of the City of Eufaula or otherwise qualify their proposals. If a Proposer does so, the City of Eufaula may determine the Proposal as a non-responsive counteroffer, which may be rejected. The City of Eufaula reserves the right, at its sole discretion, to waive variances in technical proposals, provided such action is in the best interest of the City of Eufaula. Where the City of Eufaula waives minor variances in submissions, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City of Eufaula may hold any Proposer to strict compliance with the RFP.
- r. Disclosure of Proposal Content: All proposals and other materials submitted in response to this RFP procurement process become the property of the City of Eufaula. Selection or rejection of a proposal does not affect this right. All proposal information will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the Oklahoma Public Records Laws. By submitting a proposal, the Proposer acknowledges and accepts that the contents of the Proposal and associated documents will become open to public inspection. If a Proposer submits an entire proposal marked confidential, it will be considered non-responsive.
- s. Severability: If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the City of Eufaula and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

- t. Accommodations: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the City of Eufaula Clerk's office. Requests shall be made as early as possible to allow time to arrange the accommodation.
- u. Insurance: Proposer shall obtain, maintain, and provide verification of insurance coverage outlined in the City of Eufaula's Insurance Requirements attached as Attachment No. 4, as modified by any applicable special provisions of the contract. The city of Eufaula may, in the contract documents, designate additional insured(s) along with the City of Eufaula (and their respective employees, representatives, agents, and officials) on all required insurance policies and all coverage applicable to the City of Eufaula under this section and the Insurance Requirements in this RFP shall apply to such designated additional insured(s) as well. Failure to maintain the insurance policies required by the contract to provide evidence of renewal is a material breach of the contract.
 - \$1,000,000 .00 combined single limit - each occurrence
 - \$1,000,000.00 combined single limit - general aggregate
 - \$1,000,000 .00 combined single limit - products/completed operations aggregate
 - \$1,000,000.00 Business auto liability - combined single limit
 - \$1,000,000.00 Workers compensation - each accident, each employee
- v. Termination: The City of Eufaula may terminate the contract, without penalty or recourse, at any time for its convenience by written 90-day notice to the Proposer. In the event of termination, which is not the fault, in whole or part, of the Proposer, the City of Eufaula shall pay to Proposer only such compensation, including reimbursable expenses, due for work or services performed adequately by Proposer before the termination date.
- w. RFP and Proposal Incorporated into Final Contract: This RFP and the successful Proposal will be incorporated into the final contract.
- x. Proposal Amendment: The City of Eufaula will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal.
- y. Rights of the City of Eufaula: The City of Eufaula reserves the right to:
 - i. Make the selection based on its sole discretion
 - ii. Reject any and all proposals
 - iii. Issue subsequent Requests for Proposals
 - iv. Postpone opening proposals if necessary for any reason

- v. Remedy errors in the Request for Proposal process
- vi. Approve or disapprove the use of particular subcontractors
- vii. Negotiate with any, all, or none of the Proposers
- viii. Waive informalities and irregularities in the proposals
- ix. Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City of Eufaula.
- x. An agreement will not be binding or valid with the City of Eufaula unless and until it is approved by the City of Eufaula Council and/or executed by authorized representatives of the City of Eufaula and the selected Proposer.

X. Other Notes:

This RFP does not require the City of Eufaula to award a contract, to pay any costs incurred in preparing a proposal for this request or to procure or contract for services. The City of Eufaula reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Proposer, or to modify or cancel in part or its entirety the RFP if it is in the best interest

LEASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between, City of Eufaula, a municipal Corporation, hereinafter referred to as Lessor and the Eufaula Round-up Club, hereinafter referred to as Lessee.

WITNESSETH:

THAT for and in consideration of the covenants and agreements hereinafter set forth, and the payments to be well and truly made, the parties do hereby agree as follows.

1. In consideration of a one-time payment of Ten Dollars (10.00), the Lessor does hereby lease unto Lessee, the following described real property, to-wit:

Generally East of the fairgrounds facilities, to encompass the rodeo arena and approximately 8.7 acres of property, and access thereto. Exhibit A, attached, outlines the general area.

2. Parties agree that said lease agreement shall be for a period of five (5) years with the option to renew at the end of the five (5) year term as then mutually agreed upon by both Lessor and Lessee.
3. Parties agree said Lease Agreement may be terminated early by mutual agreement of the Lessor and Lessee. Upon termination of said Lease Agreement, all personal property is owned by Lessee and shall be removed by Lessee within 120 days, unless extended in writing by the parties. Any items remaining shall be deemed abandoned, and become the property of Lessor.
4. Lessee will maintain, preserve, and keep the property painted and in good repair and condition. City agrees to maintain sludge area, as requested by Lessee. Parties will coordinate time of sludge application around Rodeo and Fair events.
5. Lessee shall not be required to maintain casualty insurance on improvements and appurtenances currently existing or installed in the future on the premises against any type loss and shall be solely responsible and bare all risk for damage made by fire, storm, act of God, etc. and all other risks. Lessee shall hold Lessor harmless from any loss(es). Lessee shall maintain liability insurance to the extent allowed by law that protects Lessor and/or Lessee from liability. In addition, Lessee is to obtain additional insurance coverage per event.
6. Parties agree that in the event the Lessee fails to hold an event upon the above described property for two (2) consecutive years, and/or the Eufaula Round-up Club ceases to function as an organization for a period of one (1) year, this Lease Agreement shall terminate.

7. Lessee agrees to deliver notice to Lessor of such termination at least ninety (90) days prior to the end of the then current term or renewal term, but failure to give such notice shall not extend the term beyond such original term or renewal term. If this Lease Agreement is terminated in accordance with this section, Lessee agrees to peaceably deliver the real property to the Lessor.
8. This Lease is exclusive between the parties, but third parties may apply to Lessee for use, which will not be unreasonably denied and subject to approval. Notice of such shall be provided to Lessor.
9. This contract contains the entire agreement between the parties and shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Lessor has caused this Lease Agreement to be executed in its name by its duly authorized Mayor, and Lessee has caused this Lease Agreement to be executed in its name by its duly authorized Eufaula Round-up Club, as of the date above written.

LESSOR: CITY OF EUFAULA, OKLAHOMA

By: _____
Todd Warren, Mayor

ATTEST:

Valarie Cox, City Clerk

(SEAL)

By: _____
Kay Robbins Wall, City Attorney

LESSEE: EUFAULA ROUND-UP CLUB

By: _____
President

Date: _____

By: _____
Witness

Date: _____