



REQUEST FOR PROPOSALS (RFP)

The City of Indianapolis Purchasing Division requests proposals from qualified Vendors for:

RFP ID	RFP-17DPR-153	
RFP Name	Management and Operation of Tarkington Park	
Buyer	Joseph Lee	
Buyer Contact Information	Tel:	(317) 327-4641
	Email:	Joseph Lee@indy.gov
	Fax:	(317) 327 – 4493
Pre-proposal Conference	Date: February 21, 2018 Time: 2:30 p.m. (EST)	
	Location: Tarkington Park Facility, 45 W 40th St, Indianapolis, IN 46208 Prospective Vendors will be given the opportunity to ask questions, receive clarification, or simply obtain a greater understanding of the services required prior to proposal submission.	
Written Questions Due	Date & Time:	February 26, 2018 by 12:00 Noon (EST)
	Submit Questions to:	Joseph Lee, Purchasing Division, Suite 1522, 200 E. Washington Street, Indianapolis, IN 46204, or by FAX to (317) 327-4493, or preferably by e-mail at Joseph.Lee@indy.gov
Proposal Submittal Deadline	Friday, March 9, 2018 at 12:00 Noon (EST) (All proposals must be delivered to Suite 1522 by 12:00 Noon.) The City of Indianapolis reserves the right to reject any or all proposals.	
Submit Proposals To	Joseph Lee, Buyer Purchasing Division City/County Building 200 E. Washington Street, Suite1522 Indianapolis, IN 46204	

The City will not consider any Proposal received after the official deadline.

RFP Submission Checklist

0	Everyone involved in putting together the response has read and understood the requirements.
0	Vendor(s) has included addenda for the RFP found on the City's web site in the proper response section.
0	The Vendor(s) meet all mandatory requirements in: ❖ <u>Section 7, Determination of Vendor Responsibility</u>
0	The response format follows the order provided in: ❖ <u>Section 14, Proposal Submittal Format</u>
0	Complete, <u>sign</u> , and attach in the appropriate order: ❖ <u>Section 14.1, Transmittal Letter</u>
0	The response addresses everything asked for, particularly those things in: ❖ <u>Attachment A, Scope of Services</u>
0	Vendor has reviewed the <u>Sample Service Agreement</u> and listed any exceptions to the agreement on the: ❖ <u>Section 18, RFP Exception Sheet</u>
0	All required appendices, forms, and attachments have been included as stipulated in the document.
0	The appropriate number and type of copies have been produced and readied for submission.
0	Appropriate packaging and labeling per: ❖ <u>Section 9.2, Submission Labeling</u>
0	The response allows for more than sufficient time for submission prior to the deadline.
0	The response is being delivered by hand, courier or mail, <u>not</u> by fax or e-mail.

**ENVELOPE MUST STATE CLEARLY THAT THE ENCLOSED
PROPOSAL IS FOR:**

Management and Operation of Tarkington Park

RFP-17DPR-153

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Section A

CITY OF INDIANAPOLIS

Request for Proposal

Policies * Procedures * Instructions*

1. Purpose

The purpose of this document is to establish an Agreement between the awarded Vendor(s) and the Consolidated City of Indianapolis and Marion County acting by and through the Indianapolis Parks & Recreation Department (“Indy Parks”). The resulting agreement for Management and Operation of Tarkington Park. The City is accepting proposals from qualified professional individuals, firms, partnerships or corporations having specific experience in the service area(s) as identified in this RFP. The City is interested in proposals that reduce cost, improve services and will complete work in a consistent professional manner. The proposal should reflect these qualities.

2. Definitions

City	The Consolidated City of Indianapolis and Marion County / Indianapolis Parks & Recreation Department (“Indy Parks”)
Request for Proposal (RFP)	The purpose of this document is to solicit proposals for the purpose of establishing an Agreement between the awarded Vendor(s) and the Consolidated City of Indianapolis and Marion County. Note: This RFP is not a bid or quote and should be referred to as an RFP in all correspondence.
Proposal	The response to this RFP submitted by a single Vendor or team of Vendors.
Service Agreement (Agreement)	The written document between the City and Vendor(s) covering the services to be provided; other agreement documents attached and made a part thereof as provided therein.
Sample Service Agreement	A generic example of the pending <u>Sample Service Agreement</u> may be found on the Purchasing web site and at the end of this document. https://my.indy.gov/activity/find-bid-opportunities This agreement expresses the City’s standard contract terms but may not contain language specific to this RFP. Note: Any proposed exceptions to this <u>Sample Service Agreement</u> should be included in detail on the <u>Exception Sheet</u> .
Vendor(s)	An individual(s), firm(s), partnership(s), or organization(s) submitting a proposal to the City in response to this RFP.
Contractor(s)	Individual(s), firm(s), partnership(s) or organization(s) entering into a formal agreement (contract) with the City.
Holiday	A weekday in which either the City or the County have a scheduled local holiday.
Buyer	City of Indianapolis, Purchasing Division employee responsible for all questions and inquiries regarding the RFP.

3. Objective

The Indianapolis Parks & Recreation Department (“Indy Parks”) is seeking proposals from a well-qualified organization or management company (or teams of companies) (“Manager”) to enter into an agreement to provide operations and maintenance services; landscape design and management; programming and event production and management; marketing, sponsorship sales, and fundraising; food and beverage management; and financial management in Tarkington Park, a ten-and-a-half acre park located at 44 West 40th Street in the Butler-Tarkington neighborhood, bounded by North Illinois Street, North Meridian Street, West 39th Street, and West 40th Street. (See end of Attachment A for a map)

3.1. Project Background

Tarkington Park is an important neighborhood anchor and the most significant public park and outdoor recreational space in the Butler Tarkington area. An important community gathering space since the 1950s, a new master plan for the park was completed in 2011 and the park has recently undergone the first phase of improvements toward implementing that master plan. The following are the primary features of the park (this list is not meant to be complete or exhaustive):

- Six (6) tennis courts
- Two playgrounds, one traditional and another contemporary
- Two half-court basketball courts
- One full-court basketball court
- A 1900 square foot café/restaurant space
- A splash pad/spray plaza with decorative lighting incorporated into the fountain
- Swinging benches
- Large, open fields with rolling hills for passive recreation
- Public restrooms
- A parking lot.

Indy Parks anticipates the construction of an additional full-court basketball court and a new performance shelter in the Summer of 2018.

The length of the Contract shall be a four (4) year term.

4. Inquiries

Note: The Buyer is the only individual authorized to represent the agencies and personnel of the City with regard to this RFP.

Communication with any other City representative, Departments or Agencies after the release of this RFP and prior to establishment of a contract is prohibited. Evidence of such communications may be grounds for rejection of the offending party’s submitted proposal. The City shall be the sole judge in such matters. All questions or inquiries concerning this RFP shall be directed through the Buyer. The City reserves the right to replace the Buyer at any time during the RFP process should the need arise.

All inquiries regarding this RFP shall be directed to:
Joseph Lee, Buyer
Purchasing Division, City of Indianapolis
1522 City County Building
200 E. Washington Street, Indianapolis, Indiana 46204.

Contact shall be made by mail to the above address, Phone (317) 327-4893, Fax to (317) 327-4493 or preferably by E-mail to Joseph.Lee@indy.gov.

All questions concerning this RFP should be submitted in writing including any questions raised at any Pre-Proposal Conference. The resulting written answers shall represent the City's official position and supersede any previous oral statements made during a Conference or at any time by City staff or designees. The written answers to questions will be posted on the City Purchasing Division web site (www.indy.gov/purch) as addenda to this RFP. Addenda and updates will NOT be sent directly to Vendor(s).

Please be sure to reference the RFP by name and RFP number when submitting questions.

All Questions concerning this RFP must be received by (02/26/2018) at 12:00 Noon (EST) to be considered. Questions or comments received after this time will not be entertained.

It is the responsibility of the Vendor(s) submitting a proposal to check the web site (www.indy.gov/purch) daily for addenda and updates after the release date. Vendor(s) should print out, sign, and return addenda acknowledgement(s) in the appropriate response section of the RFP.

5. Premise for Source Selection

The RFP process and selection shall be made in accordance with applicable sections of Public Purchasing Law as set forth in Article 22 of Title 5 of the Indiana Code (IC 5-22) and duties of the City Controller and Purchasing Division as set forth in Section 202-202 to 202-204 of the Indianapolis/Marion County Municipal Code.

6. Pre-Proposal Conference

A Pre-Proposal Conference will be held to address Vendor(s) questions surrounding the RFP. Interested Vendor(s) are strongly encouraged to attend this conference. This event will be held on Wednesday, February 21, 2018 at 2:30 p.m. (EST) at the following location: Tarkington Park facility, 45 W 40th St, Indianapolis, IN 46208.

Vendor(s) attending a Conference held in the City/County Building will be subject to building security search. Please allow extra time to pass through building security.

7. Determination of Vendor(s) Responsibility

The City, in determining responsibility of Vendor(s), will take into consideration the following factors:

- a. The ability and capacity of the Vendor(s) to provide the supplies or service.
- b. The integrity, character, and reputation of the Vendor(s).
- c. The competency and experience of the Vendor(s).
- d. Further, the City expects that Vendor(s):
 - Be able to enter into an agreement of the size and scope presented herein.

- Meet or exceed any industry standards pertaining to the RFP content.
- Be capable of providing evidence of any factory trained/certified/licensed, professionally associated, personnel requested through the Scope of Services in this RFP.
- Have a minimum number of four (4) years' experience in providing the services as requested in the RFP.
- Have, and be able to produce evidence of a good working relationship with any goods manufacturers related to the supply of services for the RFP.

8. General Procedural Information

8.1. Activity Timeline

The City has established the following tentative timeline for the administration of this RFP. These dates are subject to amendment at the City's discretion. Amendments to this schedule will be posted on the City's Purchasing Division web site www.indygov.org/purch under the RFP name and Number.

Activity	Date & Time
RFP Released to Vendor Community	02/12/2018
Pre-Proposal Conference	02/21/2018 – 2:30 PM EST
Final Written Questions Due from Vendor(s) to City	02/26/2018 at Noon EST
Proposals Due	03/09/2018 – 12:00 Noon (EST)

8.2. Evaluation Criteria

Proposals will be evaluated and scored according to the following evaluation criteria. Proposals that significantly deviate from the City's requirements may be found non-responsive without further evaluation.

Evaluation Criteria - Tarkington Park	Percentage (Weight Factor)
Qualifications of the company (or companies) and staff to undertake the specific requirements of the Scope of Services. Please include 3 (three) references.	25%
Approach of the company (or companies) on technical aspects of the services, including its overall approach to site operations plan, staffing plan, and communications plan.	25%
Financial stability and financial plans in addressing the entire scope of services.	20%
Ability of the company (or companies) working in teams and with partners to coordinate operations for programming, events, marketing, and/or sponsorship activations.	15%
Familiarity with urban parks similar to Tarkington Park and appropriateness of operating plan to the site.	10%
MBE/WBE/VBE/DOBE participation plan.	5%

8.3. Ambiguity, Conflict, or Other Errors in the RFP

If a Vendor(s) finds conflicts, errors, discrepancies or ambiguities in the RFP or any sample form, or if the Vendor(s) is in doubt as to the intended meaning of any portion or provision therein, the Vendor(s) shall at once give written notice thereof to the City's Representative, at least seven (7) consecutive calendar days prior to the Proposal Due Date. No Vendor(s) shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Vendor(s) had actual knowledge or reasonably shall have known and which he/she failed to report within the period and in the manner required herein.

8.4. Errors in Proposals

Vendor(s) will not be allowed to change or alter their proposals after the deadline for proposal submission. However, the City reserves the right to correct obvious errors such as mathematical errors in extended pricing (not unit pricing). This type of correction may only be allowed for obvious errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the Purchasing Division and countersigned by the Vendor(s). Vendor(s) are advised to make sure that their proposals are true and correct when submitted. Vendor(s) may withdraw their proposal at any time prior to the submission deadline, revise the proposal and re-submit as long as the deadline is not breached.

8.5. Proposal and Presentation Costs

By submitting a response to this RFP or participating in the process, each Vendor(s) agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the Vendor(s) in connection with or resulting from the RFP process, including but not limited to, costs for preparation/submission of proposals, travel and per diem, attending interviews, providing presentations or demonstrations, and participating in agreement negotiation sessions.

8.6. Implied Requirements

Products or services not specifically addressed in the RFP, but necessary to provide functional capabilities requested by the City, must be described and included in the proposal.

8.7. Rejection of Proposals

The City reserves the right to accept or reject, in part or in whole, any and all proposals submitted. The City may reject the proposal of any Vendor(s) determined to not be responsive and responsible in accordance with any submission requirements, statute, regulation, and/or ordinance. Failure of a Vendor(s) to promptly supply the City with information regarding reliability may result in proposal rejection.

8.8. Requests for Clarification

Prior to agreement negotiation sessions, if City requests clarification after proposals have been submitted, then the cost proposal should only be clarified and not impacted by the Vendor's response.

8.9. Validity of Proposal

Vendor(s) must hold their proposals open and pricing firm for one hundred eighty (180) calendar days from the proposal submission deadline. Any proposal accepted by the City for the purpose of agreement negotiations shall remain valid until superseded by an executed agreement or until rejected by the City.

8.10. RFP Revisions

The City may modify this RFP at any time. If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be posted in the form of an addendum on the City's Purchasing Division web site <http://www.indy.gov/egov/city/OFM/purch/Pages/home.aspx>. In such an event, the submission deadline may be extended to allow Vendor(s) the opportunity to revise their proposals accordingly.

8.11. Use, Disclosure and Confidentiality of Information

This RFP, any subsequent addenda, and any other required terms will be incorporated by reference and made a part of any resulting agreement. The information supplied by a Vendor(s) as part of a Proposal will become the property of the City. Proposals will be available to interested parties in accordance with the Indiana Access to Public Records Act (IC 5-14-3). None of the proposal responses will be made available to the public until after the execution of an agreement or cancellation of the RFP.

8.12. Proposals as Public Records/Requests for Confidential Treatment of Certain Information

Pursuant to the Indiana Access to Public Records Act (APRA) (IC 5-14-3 et. al) and the Revised Code Sec. 141-105, all submitted documents, responses, Proposals, and resulting contractual agreements shall be public records subject to disclosure upon request, and may be posted to the City's website.

If Vendor(s) believe(s) that any information in Vendor's Proposal is subject to non-disclosure pursuant to IC 5-14-3-4(a), Vendor(s) must:

- (a) request the City to treat the information as confidential;
- (b) in writing assert the proper statutory exemption(s) from disclosure, such as the exemption for trade secret information under IC 5-14-3-4(a)(4) or confidential financial information of a person under IC 5-14-3-4(a)(5) and provide a brief explanation of the basis for such assertion(s);
- (c) place the information for which confidential treatment is sought in a sealed envelope, labeled as "Request to Maintain as Confidential" and include in the section identified as "Additional Information" in the Proposal Response; and
- (d) to the extent that the information for which confidential treatment is sought is contained in a document that also contains non-confidential information, Vendor shall also provide a redacted version at the time of submitting the Proposal.

The Vendor(s) must make a request for confidential treatment of certain information within the proposal before the date on which the proposals are due. If the City does not agree that information requested for confidential treatment is in fact confidential under the APRA, the Vendor(s) will be notified and afforded reasonable time to present additional

justification prior to release of the information. The City reserves the right to make the final determination in accordance with the law.

Note: Pricing information supplied in a Proposal shall not be considered confidential.

8.13. Accessibility

Individuals with disabilities or needing special assistance during site visits, scheduled conferences, openings or any other activities related to a bid, quote or request for proposal should contact the Purchasing Division at (317) 327-4900 to make arrangements for such assistance.

8.14. Post Proposal Discussions and Presentations

After the Proposal Due Date, the City may conduct discussions with representatives of one or more Vendor(s) submitting proposals for the purpose of obtaining clarification of a Vendor(s) proposal and/or to assure full understanding of the solicitation requirements. As part of this process, the City may require Vendor(s) to provide one or more formal presentations to City officials to further explain or clarify their proposed solution. Any presentation will be at a time and place to be determined by City staff. The Vendor(s) will be notified in advance of the specifics if such a presentation is required. The commencement of discussions, the scheduling of presentations, or the order of presentations, does not signify a commitment by the City to execute an agreement or to continue discussions with the Vendor(s).

Proposers selected for post-proposal presentations should be prepared to provide a substantive presentation of the services and personnel to be offered with the submitted Proposal. Presentations should address the fundamental needs outlined in the RFP, specifically discussing services to be provided and limitations of the proposal. Proposers should be prepared to answer technical and substantive questions regarding the services. Proposers should discuss the limits to which the Vendor(s) is willing to go in order to accomplish the mission of the RFP.

8.15. Agreement Renewal

Any resulting agreement may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original agreement.

8.16. Multiple Awards

The City intends to award an agreement to a single Vendor; however at its option, may award agreement to a team of Vendors if deemed to be in the best interest of the City.

8.17. Agreement Negotiations

The City will use the requirements set forth in the RFP as the basis for proposal evaluations. The City may identify one or more responsive and responsible Vendor (s) proposals. The City may enter into negotiations with one or more Vendor(s) who's Proposals are deemed most advantageous to the City. If at any time the negotiations are judged to be ineffective, the City may cease all activities with a Vendor(s) and begin/continue agreement negotiation

and preparation activities with another Vendor(s). The process may continue until an agreement is executed. As a part of this process, the City may obtain best and final offers from all Vendor(s) judged to be finalists. The City reserves the right to cease all agreement negotiation activities at any time and reject all proposals if such action is determined to be in the best interest of the City.

8.18. No Obligation to Proceed

The City is under no obligation to proceed with the proposal or any subsequent proposal, and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the City.

8.19. Proposal Withdrawal and Modification

The City may allow a Vendor(s) representative bearing proper authorization and identification to sign for, receive, and withdraw the Vendor(s) unopened proposal prior to submission deadline. Vendor(s) wishing to modify their proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.

8.20. Subcontractor

In the event a prime Vendor utilizes one or more subcontractor(s), the prime Vendor will assume all responsibility for performance of services by the subcontractor(s). Additionally, the City must be named as a third party beneficiary in all subcontracts. A list of all subcontractors proposed to take part in the performance of the agreement (at its outset) shall be provided to the City for approval prior to agreement execution. This request may require that sufficient financial or background information be provided. To the degree available, this information shall be included in an Appendix with the proposal response.

8.21. Taxes

The City of Indianapolis and Marion County are exempt from Federal, State and Local Taxes and will not be responsible for any such taxes in connection with the award of the resulting agreement.

8.22. Licenses and Permits

The successful Vendor(s) shall furnish the City upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Indianapolis, Marion County, other units of local government, the State of Indiana and the United States. The Vendor(s) certifies that they are now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and/or registrations in force during the term of the agreement.

8.23. Use of the City's Name

Upon entering into an agreement, the successful Vendor(s) agrees not to use the name of the City of Indianapolis or Marion County in relation to the agreement in commercial advertising, trade literature or press releases without the prior written approval of the City.

8.24. Agreement Management

For management purposes, City agencies or departments may report contract problems to the Purchasing Division by using the City Intranet Contract Monitoring Report. This program of quality control is to ensure that contractors successfully fulfill their contractual obligations with the City and maintain a positive contractor performance status.

In all agreements, unless otherwise specified in the scope of services, the contractor shall submit a quarterly report and an annual summary report on all services or project milestones. Such reports shall continue throughout the term of the agreement and any extensions. These reports shall include but not be limited to: The vendor name, address, contact information, agreement identification number, date and location of services or project details, agency name, purchase order number(s), hours to complete projects and costs associated for services or milestone completed.

These reports should be submitted in a Microsoft Office Program format and mailed to the attention of Contract Administrator at 1522 City-County Building, 200 East Washington Street, Indianapolis, IN 46204. Reports may also be submitted by fax to Contract Administrator at 317-327-4493.

9. Instructions for Proposal Submittal

9.1. Compliance

The City expects all proposals submitted to comply with these instructions and the Proposal Submittal Format. Failure to comply with all provisions of the Proposal Submittal Format may result in rejection of the Vendor(s) submission.

9.2. Submission Labeling

The outside box/envelope should be clearly labeled with the Vendor(s) name and (RFP-17DPR-153) – (Management and Operation of Tarkington Park) Due Date: Friday, March 9, 2018 at 12:00 Noon (EST). At the end of this document is a mailing label that Vendors may attach to the back of the submission box/envelope.

9.3. Submission Deadline

Proposals must be received by the Purchasing Division and time stamped by the deadline. The City will not consider any proposals received after the official deadline. The City will not make any exceptions due to failure or delay of the U.S. Postal service or any other delivery service. Vendor(s) are strongly encouraged to take any steps necessary to ensure that a proposal is received on time.

9.4. Submission Originals and Copies

Vendor(s) should supply a sealed box/envelope containing two (2) signed Originals (hard copies) of the entire proposal and two (2) electronic Compact Disks or Flash Drives, preferably in Microsoft Office Suite Programs or PDF format and separated as follows: One (1) Compact Disk or Flash Drive should be marked as Vendor(s) Name(s), RFP Number - Proposal and should contain the entire proposal and any attachments except any information pertaining to Cost Proposal / Budget. The other Compact Disk or Flash Drive should contain any and all information pertaining only to pricing or costs and should be marked with Vendor(s) Name(s), RFP Number and identified as Cost Proposal / Budget. Please clearly identify the Compact Disks accordingly.

9.5. Submission Documents

Original (hard copy) proposals shall be presented in a professional manner as indicated below:

○	The response should use standard 8-1/2 x 11 inch, white, 20 lb., copy paper printed on one side only, pages shall contain no staples, binding, and permanent fastening of any kind. The response shall be limited to no more than 50 single-sided or 25 double-sided pages.
○	Response may be secured with standard metal spring type clips, plastic clips or plastic bindings that are easily removable, or may be three-hole punched and placed in a basic three ring binder.
○	Proposal pages should be sequentially numbered.
○	Tabs or other separators should serve to divide major sections of the proposal.
○	Response should be appropriately titled on the front cover with the RFP name, RFP number, Proposer's name and the due date.

9.6. Additional Materials

Any manuals, foldouts that contain charts, spreadsheets, and oversize exhibits are permissible, but must be bound separately and referenced in the proposal.

9.7. Language

All responses and reference material presented must be written in the English language. Main text shall be a common, easily read typeface (Arial, Times New Roman, etc.) and should not be smaller than number 11 point.

9.8. Proposal Preparation

Proposals should be based only on the material contained in the RFP. In addition to the main document, this includes written responses to questions as well as any other official amendments/addenda published by the City. Proposals should be prepared as simply as possible to provide straightforward, concise descriptions of the Vendor(s) capability to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered, referenced in the proposal and clearly labeled. The proposal submission should be organized into major sections with tabs for sections numbered and titled as they appear in the Proposal Submittal Format. Please include a tab or section heading for each subsection.

9.9. Proposal Content

The Vendor(s) should sufficiently address each item presented in the RFP and all Appendices in accordance with the directions found in all sections. Each item is expected to be addressed or the proposal may be judged as non-responsive. Answers should be clear, sufficiently detailed and specific to the City.

9.10. Basic Service Agreement Acceptance

The Vendor(s) should review the Sample Service Agreement (SSA) located at:

<https://my.indy.gov/activity/find-bid-opportunities>

The SSA is also located at the end of this document.

Additional provisions as needed or required by the City are contained in the SSA and will be discussed with the Vendor(s) selected for negotiations. The Vendor(s) does NOT need to sign or submit the SSA with the proposal. However, it should be fully reviewed, and any areas that need to be discussed with the City should be noted. The final Agreement will include similar language to that shown in the SSA and specific language pertaining to this RFP. **Note:** Any proposed exceptions or revisions to the SSA or the RFP must be listed in detail on the exceptions page. Proposed exceptions or revisions to the SSA will not be considered by the City if they are not submitted with the Proposal.

Pursuant to IC 22-5-1.7, all public contracts for services entered into or renewed after June 30, 2011, must contain E-Verify provisions. Any Contractor entering into a service agreement with the City or County shall submit an affidavit of compliance that provides vendor acknowledgment of and commitment to the E-Verify Program. A sample of the affidavit can be found at the end of the SSA. Additional information can be viewed on the Purchasing Division web site at <https://my.indy.gov/activity/find-bid-opportunities>. (Reference 5.24 of the SSA)

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Section B

**PROPOSAL FORMAT AND REQUIRED
SUBMISSION DOCUMENTS**

10. MBE/WBE/VBE/DOBE Participation

It is the policy of the City that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Disability-Owned Business Enterprises (DOBEs) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the City, through Article IV, Section 202-401 of the revised municipal code and Executive Order 5, 2008, has established MBE participation goals of 15%, WBE participation goals of 8%, VBE participation goals of 3%, and DOBE participation goals of 1% for its dollars spent on public works, goods, and services.

In order to help accomplish this goal, the City is requesting that you include with your response information regarding your status as an MBE, WBE, VBE, or DOBE. Additionally, please include contact information for any MBE, WBE, VBE, or DOBE owned Vendors directly participating in your business operations. The City also requests contact information for any MBE, WBE, VBE, or DOBE sub-contractors that you might use in the course of doing business with the City. Some examples of this kind of service include, but are not limited to: office suppliers, courier services, shipping services, etc. These services can occur at the local, state, or national level. Please include an estimated percentage or dollar amount that you anticipate using.

Be advised that the information provided on MBE/WBE/VBE/DOBE participation will be included as part of the scoring criteria for this RFP. Accordingly, it is imperative that you do everything possible to obtain the information above and supply it as part of the Proposal.

In order to be recognized by the City of Indianapolis/Marion County as an MBE/WBE/VBE/DOBE participant, your company must be certified with the Office of Minority & Women Business Development (OMWBD). The City will recognize only City of Indianapolis certified firms regardless of any other state or national affiliation.

If you should need assistance in obtaining information or certification for possible participation in a contract, please contact the OMWBD on the Internet at <http://www.indy.gov/eGov/City/DMWBD/MBE-WBE-VBE/Pages/Certification.aspx> or by phone at (317) 327-5262.

Respondents can view a list of City OMWBD approved MBE/WBE/VBE vendors by going to this web page: <http://www.indy.gov/eGov/City/DMWBD/MBE-WBE-VBE/Pages/VendorProfile.aspx> and selecting the appropriate "Vendor List".

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11. Nepotism

Please include in your response this form, as written, indicating your compliance.

For purposes of compliance with Indiana Code Chap. 36-1-21, Please specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a *relative*, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

<input type="checkbox"/>	Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.
<input type="checkbox"/>	Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana (<i>must specify all relative(s) below</i>):
<input type="checkbox"/>	Mayor Joseph H. Hogsett
<input type="checkbox"/>	City-County Councilor [please specify name of Councilor(s)]

Name of Authorized Representative (Printed)

Signature of Authorized Representative

(The rest of this page left intentionally blank.)

12. Investment in Iran

Please include in your response this form, as written, indicating your certification.

Contractor hereby certifies that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

Contractor shall provide immediate written notice to City if, at any time after submitting this response, Contractor learns that its certifications were erroneous when submitted, or Contractor has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5. A person included upon a list created pursuant to IC 5-22-16.5 shall be considered non-responsible for purposes of this competition.

Name of Authorized Representative (Printed)

Signature of Authorized Representative

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13. Applicable Laws

Please include in your proposal this form, as written, indicating your compliance.

Vendor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances. This includes, but is not limited to, IC 5-23-1-et. seq., the Federal Civil Rights Act of 1964, and the Drug-Free Workplace Act of 1988. Vendor further agrees to abide by any federal, state and local law, rule, regulation or ordinance that is enacted during the term the agreement.

Name of Authorized Representative (Printed)

Signature of Authorized Representative

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14. Proposal Submittal Format

The format for Proposal submission is presented below. This format is provided to give continuity to all responses. Failure to follow this format may result in rejection of the proposal. The **Scope of Services** and questions have been embedded in this section to facilitate understanding of the location in the response.

14.1. Transmittal Letter

Please submit a formal transmittal letter on official company letterhead that contains the following:

Statement of Interest	This statement shall indicate your firm's general interest and capability to perform the services. It shall also include a brief summary of any information that you feel might be especially important to the City.
Statement of Proposal Life	The proposal must have a proposal life of at least one hundred eighty (180) calendar days from the RFP due date. This shall represent the minimum time during which the proposal is a firm offer and an agreement may be entered into.
Contact Person	Please include the name, title, address, telephone number, fax number and e-mail of the key contact person for any questions regarding your proposal.
Signature of Authorized Representative	An authorized representative of the firm must sign the transmittal letter. (Please do not forget this signature as it is the Vendor(s) authorization for the entire Proposal.)

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15. Company Background and Team Arrangement

15.1. Company Background

- a. Please provide a brief company overview, including dates of incorporation of all affiliates or third parties, and number of employees including; company name, business address, year established and former name if applicable.
- b. Is the company a part of a larger company? If so, briefly describe the degree of corporate support.
- c. What is the company's mission or corporate philosophy statement?
- d. How does the company differ from its competitors?
- e. Where are the company service facilities located?
- f. Please provide proof of financial solvency (e.g. company balance sheets for the previous year) (Please reference RFP terms section (Proposals as Public Records/Requests for Confidential Treatment of Certain Information))
- g. If a joint venture or subcontracts are contemplated, provide the same information as above for any subcontractors, and explain their role in the agreement. The Prime Vendor(s) shall assume all responsibility for all services, including the work of any of its subcontractors. Please include any general pre-printed literature regarding the company in this section.

15.2. Team Arrangement

- a. The Vendor(s) shall provide a Service Manager assigned to oversee the resulting contract.
- b. The Service Manager shall serve as the City contact for the length of the resulting agreement and any subsequent extension.
- c. The Vendor(s) shall provide name, phone number, e-mail address and any other pertinent contact information for the Service Manager.
- d. The Vendor(s) shall immediately notify the City of any change in position of the Service Manager Designee and provide the replacement information as outlined herein. It is the responsibility of the Vendor(s) to bring any replacement up to date on the contract services required.
- e. The Service Manager shall have sufficient training and experience in management as judged by the City.
- f. The Service Manager shall provide for any planning, organization, control, surveillance and reporting of the overall agreement activities to ensure

disciplined performance of work and timely application of resources necessary for completion of all work identified.

- g. The Service Manager should be directly involved with the formulation of and familiar with, the services to be provided, proposed meetings and service structure. The Service Manager should attend all meetings.
- h. These systems and processes shall be adequate to assure completion of all services, schedules, and cost objectives for the City.
- i. The Service Manager shall represent the company at all meetings regarding the contract and have the authority to provide any City requested information. A specific timetable for contract management meetings shall be established between the City and the Service Manager.
- j. Vendor(s) shall supply information on all potential staff in a table similar to Figure 1 beginning with the Service Manager.

Name	Position	Degrees/Experience	Job Duties (Role)	Hours Per Week	Timeframe/Duration

Figure 1

- k. Please provide an organizational chart of the work team for the required services. This shall include the Service Manager and subordinate workers. If this is larger than the 8 ½ x11 format indicated for the body of the Proposal and would not be easily readable as such, please reference the chart in the RFP text and bind it separately as an attachment.
- l. Please provide any staffing plan for the duration of the services including any proposed changes in staffing due to absences, vacations, etc.

15.3. Reference Reviews

Please provide a detailed list of references showing your expertise and experience in providing the services requested. A minimum of four (4) references are required for this RFP. References should include agreement description, contact names, addresses, phone and e-mail addresses. References should be selected on the basis of similarity to the size and scope of this RFP. References will be used in the scoring of the RFP. City of Indianapolis/Marion County agreements, existing or closed, City/County employees, City/County government representatives shall not be used as references.

15.4. Vendor(s) History

The Vendor must be a responsible Vendor(s) that is both ethically and financially in good standing within the industry, as determined by the City. If the Vendor(s) local office has had an agreement terminated for default during the past three (3) years, this fact shall be disclosed in this section along with the Vendor(s) position on the matter(s). If the Vendor(s) has experienced no such terminations for default in the past three (3) years, then it should so indicate.

Vendor(s) shall be in compliance with section 5.23 Debarment and Suspension of the Service Agreement. Vendor(s) should indicate compliance in this section.

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16. Additional Information

The City is interested in securing an agreement with a vendor who will strive to continually improve services and reduce cost to the City. Without discussing pricing, please describe how continuous improvement and cost reductions will be incorporated into the resulting agreement. This section should include, but not be limited to, any rebates to the City, engineering methodologies to reduce cost, efficiency improvements and technology advancements that may apply. In addition to the services as outlined in the RFP, what other solutions does your organization provide that could help the City reduce and recover operational costs? Provide any additional information deemed necessary to ensure success of the services required including any trade secrets or confidential financial information, see Proposals as Public Records/Requests for Confidential Treatment of Certain Information.

Any exceptions that the Vendor(s) would like to take for this RFP should be provided in detail on the RFP Exception Sheet and provided in this section. This section should also include any addenda acknowledgements published on the Purchasing Division web site prior to the due date for the RFP.

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17. Extended Price Sheet

16.1	<p>If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in Indiana (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?</p> <p>[Political subdivisions include cities, towns, school corporations, and county governments. If you mark <u>YES</u>, you are agreeing that you are willing to extend your proposed pricing to any of these entities if they wish to purchase from any resulting Agreement.]</p>	<p>Yes_____</p> <p>No_____</p>
16.2	<p>Will there be a freight differential required to extend pricing to political subdivisions outside Marion County?</p>	<p>Yes_____</p> <p>No_____</p>
16.3	<p>Will you agree to provide upon request but not more than quarterly, a report to the City of Indianapolis that would include the names of;</p> <p style="padding-left: 40px;">a. any participating political subdivisions and</p> <p style="padding-left: 40px;">b. item descriptions and quantities purchased per subdivision?</p>	<p>Yes_____</p> <p>No_____</p>
16.4	<p>The City of Indianapolis <u>DOES NOT</u> accept responsibility for purchase orders issued by other political subdivisions.</p>	

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ATTACHMENT A---Scope of Services

19. Scope of Services

This section shall become **Attachment A** of the resulting contract. All the main areas of the Scope of Services listed below must be clearly addressed in order for the contractor(s) to be fully qualified by the City. For ease of scoring, responses to this section should be kept in the same order in which they appear herein and identified accordingly.

In accordance with the terms and conditions of the Sample Service Agreement (hereinafter Agreement) by and between the **Consolidated City of Indianapolis and Marion County, XXXXX** (hereinafter City) and **XXXXXXXX** (hereinafter Contractor), Contractor shall do, perform, and carry out in a good and professional manner the following services:

Please describe the Vendor's general understanding of the scope of services and the approach proposed to complete the required work. Please follow submission guidelines regarding document length. **Note:** Include any test methods required to verify compliance with requirements in paragraphs.

19.1. Brief Narrative

Respondents must emphasize partnerships with robust diversity and community representation. The successful respondent or team will be responsible for all of the tasks and sub-tasks outlined below. Indy Parks is looking for a firm or team with extensive experience working in a complex urban environment with heavy pedestrian usage and strong systems in place to coordinate the following tasks. The successful respondent or team shall recognize the importance of working toward operating a financially sustainable public space while maintaining high standards of cleanliness, security and attractiveness and creating new amenities and programs for park visitors. It will be crucial for the Manager to communicate efficiently and effectively with Indy Parks, the Indianapolis Department of Public Works, and other organizations involved in or with an interest in Tarkington Park.

❖ SKILLS REQUIRED

The successful respondent (or team) will have experience in the maintenance and operations; programming, event, and amenity management/production; marketing and sponsorship sales; concession management; and financial management of a challenging and complex urban outdoor environment with heavy pedestrian usage.

❖ TASK 1: OPERATIONS & MAINTENANCE SERVICES

Indy Parks aspires for Tarkington Park to be a model for active neighborhood parks throughout the city and the region, and has incredibly high standards for the park's cleanliness; we aim for the park to be essentially free of litter at all times. We aim for the park to be perceived as a safe and welcoming environment for all neighborhood residents, nearby workers, and visitors to the Butler-Tarkington area. We aim for the park to be extremely attractive with well-tended plantings. Further, we expect a professional appearance for all operations and maintenance

personnel, including but not limited to sanitation, security, and horticulture/landscaping personnel.

19.1.1. Sanitation

- a. Daily sweeping, litter removal, and emptying of trash bags as necessary throughout the park (see park map at end of Attachment A). Trash bags will be brought to a designated collection point within or near the park for pick-up by Indy Parks. Dumpsters will be provided by Indy Parks. Prospective Managers are asked to propose a staffing schedule. It is anticipated that the level of staffing will vary seasonally.
- b. Supervision of sanitation personnel at all times when on duty (this can be a “working” supervisor/crew foreman). It is expected that all regular (non-special event) personnel will be dedicated solely to Tarkington Park unless the Manager can demonstrate to Indy Parks’ satisfaction why it is in the City’s interest to share staff with other properties.
- c. Regular cleaning of all site furnishings.
- d. Regular cleaning of public restrooms, as well as maintenance of and repairs to restrooms as necessary.
- e. Light maintenance for site furnishings (work that does not require any special expertise; primarily painting, replacing bolts, screws and other hardware on furnishings as needed).
- f. Daily set-up and breakdown of seasonal programming and events. This may include, but is not limited to, moving and storing equipment and furniture; setting up chairs, tables, and tents; coordinating and supervising load-in by third-party programming partners.
- g. Regular inspection and cleaning of programming equipment, including but not limited to a public address/speaker system, reading room racks, games carts, temporary stages, ping pong tables, and other outdoor games.
- h. Extra coverage for special events as needed.

19.1.2. Security

- a. Tarkington Park prides itself on being a safe, clean, and family-centered destination. Indy Parks holds incredibly high standards with regards to the quality, visibility, and effectiveness of its security personnel. Security personnel are expected to be personable, helpful to visitors, and have a professional appearance.
- b. Daily patrols of Tarkington Park. Prospective Managers are asked to propose a staffing schedule. It is anticipated that staffing will vary seasonally.
- c. Supervision of security personnel. It is expected that all regular (non-special event) personnel will be dedicated solely to Tarkington Park unless the Manager can demonstrate to Indy Parks’ satisfaction why it is in the City’s interest to share staff with other properties.

- d. Maintenance of daily logs which compile all actions taken and recorded by security officers.
- e. Weekly reports summarizing daily logs and any significant incidents.
- f. Quarterly reports with a high-level analysis of security and criminal activity.
- g. Extra coverage for special events as needed.
- h. Security cameras have been installed throughout the park. The City will continue to maintain these cameras.

19.1.3. Horticulture

- a. Limited maintenance of all lawns in Tarkington Park, including inspection and weeding as necessary, in support of Indy Parks and its contractors who will mow the lawns, attend to all seasonal and annual tasks, and manage and maintain the park's irrigation system.
- b. Daily gardening/maintenance of all other plantings in Tarkington Park, including watering, and planting of seasonal flowers, and all activities to keep plantings attractive, healthy, and in good repair, excluding trees and arboriculture (which will be provided by Indy Parks or its contractors).
- c. Design and installation of seasonal plantings and winter holiday displays, including the selection and sourcing of flowers and other plant material.
- d. Snow removal within the parking lot and on the primary pedestrian paths in the park. Sodium chloride is not permitted within Tarkington Park; calcium chloride may be used on concrete surfaces.

17.2.3 Utilities

- a. The respondent shall be responsible for the payment of all utilities including, water, sewer, propane gas, electric, and phones. The city will pay for the outdoor lights and water for the water feature in the park.
- b. The respondent shall use the alarm system company that has the contract with the City. This includes a monthly monitoring fee as well as repairs. The respondent will be responsible for all fees associated with the system.

❖ **TASK 2: PROGRAMMING & EVENT MANAGEMENT**

Tarkington Park aspires to be a national model for an urban neighborhood park and holds incredibly high standards for the quality and management of programming, events, and amenities at the park. The successful respondent will embrace Indy Parks' guiding principle to provide free or low-cost activities to the public. Further, Indy Parks is looking for a manager that will work towards a sustainable operation while maintaining high quality programming, events and amenities; seeking financial support of programs and events through sponsorships, grants, and earned income is a core activity of the Manager. Manager will propose a hypothetical

schedule of activities, programs, and events for Tarkington Park as part of its response to this Request for Proposals.

19.1.4. Programming Management

Indy Parks envisions that Tarkington Park will host a dense schedule of daily, weekly, and episodic programs, including fitness classes, children’s activities, musical performances, arts and cultural activities, and many other small-scale programs. The successful respondent will be responsible for managing and coordinating programming throughout the year in the best interest of Indy Parks, with an aim of maximizing and lengthening visits, and encouraging return visits by the public. The successful respondent must have a thorough and organized approach to developing, coordinating, and supervising programming. This may include partnering with other organizations on a program-by-program basis; the Manager should include any letters of commitment from these partnering organizations with its proposal.

In addition, the successful respondent will recognize that there are existing groups that use Tarkington Park for a variety of reasons to undertake positive, community-building activities and include a plan for incorporating them going forward.

19.1.5. Third Party Event Management

Tarkington Park hosts events produced by third parties. These events will generally fall into four categories; (1) festivals; (2) concerts; (3) private events (such as wedding ceremonies and large family picnics); (4) charity walks/runs. The successful respondent will be responsible for:

- a. Evaluating event logistics and shaping of event proposals to provide maximum benefit to Tarkington Park and Indy Parks, as well as determining the appropriateness of the event for Tarkington Park.
- b. Managing applications, approvals and necessary permitting, including but not limited to ensuring third-party event producers obtain all necessary permits from the City of Indianapolis.
- c. Providing staff to supervise the day of the event in order to enforce compliance with the approved logistics plan, including pre and post-event site condition walkthroughs.
- d. Negotiating and collecting appropriate site fees and production support fees (including but not limited to site/venue fee, security and sanitation charge-backs, administrative fees, damage deposit, etc.)

Third-party events are planned to be a significant source of revenue for Tarkington Park. The successful respondent should have experience in producing or working with revenue-generating events, as well as experience in managing events to ensure third-party event producers not only comply with Indy Parks policies and procedures, but are also a “great fit” for Tarkington Park.

19.1.6. In-House Produced Events

Indy Parks recognizes the value to the community in producing various events in-house, such as July 4th celebrations or holiday tree lightings. The successful respondent should have extensive experience in producing large events and fundraising for them. The proposal should

include a description of the events the Manager would propose for Tarkington Park; in no way will this be interpreted by Indy Parks as a commitment by Manager to producing said events.

19.1.7. Visitor Services

In addition to developing and managing the programming and events, the successful respondent will be responsible for on-site customer service to facilitate and manage the use of visitor amenities such as on-site games (such as ping pong or chess), fitness equipment, a reading room, an art supplies cart, and other programming as necessary. Prospective Managers should propose a staffing plan. Manager will keep a daily log of equipment usage (i.e. number of times particular games or fitness equipment is checked out), record interesting happenings and observations, conduct daily attendance counts park-wide, conduct surveys, and collect other various data when assigned.

❖ **TASK 3: MARKETING & SPONSORSHIP SALES**

The Butler-Tarkington community cares about Tarkington Park and several hundred neighbors have been involved over the last year to make the park a better place. Ongoing communication about the park and its programs and events through “grassroots” marketing is crucial to its success. In addition, Indy Parks seeks to raise the profile of Tarkington Park and all of its offerings toward attracting corporate and philanthropic support of the park. Indy Parks is looking for a strong and innovative marketing and sponsorship sales team that will work to diversify the current marketing efforts and continue to grow the Tarkington Park and Indy Parks brands. The successful respondent will be responsible for working with Indy Parks on the following marketing efforts:

- a. Enforcing the integrity and standards of the Indy Parks and Tarkington Park logos/brands on all marketing materials, including all signs in the park and any digital media.
- b. Developing and managing all graphics and artwork related to all promotions including but not limited to advertising; online, print and outdoor media; and temporary/seasonal/event on-site signage.
- c. Developing and managing an annual marketing plan and budget for the diverse activities at Tarkington Park.
- d. Managing a website for Tarkington Park including but not limited to all event information and visitor experience information.
- e. Managing and developing Tarkington Park’s social media accounts. Indy Parks prides itself on an informative and responsive social media presence.
- f. Managing and expanding a mailing list for a Tarkington Park email newsletter.
- g. Coordinating with Indy Parks’ communications office on all public relations including but not limited to press releases, press events, and media interviews.
- h. Development and coordination of a community advisory board.

Please note that Indy Parks will retain ownership of all marketing collateral produced over the course of the contract.

Over the long term, sponsorships will play a key role in supporting the programming and operations of Tarkington Park. In addition to innovative marketing to elevate Tarkington Park's profile in local and regional media, Indy Parks is looking for a team to leverage the park's reputation through sponsorship sales and activation; the Manager will have experience to develop sponsor relationships and embrace Indy Parks' high standards for sponsorship activation.

❖ **TASK 4: CONCESSION MANAGEMENT**

Manager will have the exclusive right to enter into sublease/sublicense agreements with concessionaires who seek to do business in Tarkington Park. Concepts for concessions are subject to approval by Indy Parks but agreements between Manager and concessionaires are not subject to such approval, except in the case where an agreement is assignable by Manager to the City of Indianapolis because the term of the sublease/sublicense extends beyond the term of the agreement between Manager and Indy Parks.

Specifically, recent improvements to Tarkington Park include a new café/restaurant building that is approximately 1900 square feet. The Manager will be responsible for subleasing/sublicensing the café/restaurant building to a qualified operator through a competitive process. In addition, there will be food and beverage opportunities related to public and private events in the park. Manager may propose other concessions to Indy Parks.

❖ **TASK 5: FINANCIAL MANAGEMENT**

Indy Parks is looking for a Manager that will advance its goal of developing new and diverse revenue streams to move the City's parks toward financial sustainability. Manager must provide Indy Parks with a plan for increasing the amount spent on programs and operations in Tarkington Park over several years. The successful respondent must have efficient and effective financial management experience in Generally Accepted Accounting Principles.

Further, Indy Parks plans on contributing only in-kind services to the Manager (as described above).

Indy Parks will require the successful respondent to provide, quarterly financial statements outlining all expenses and revenues for the preceding period and an annual financial statement for review by Indy Parks.

❖ **CALENDAR OF EVENTS**

The proposal must include a hypothetical calendar/schedule of programs and events. This calendar is for discussion purposes only and does not represent a commitment to Indy Parks by Manager, if selected.

Appendix A – Map of Tarkington Park



(End of Attachment A---Scope of Services)

ATTACHMENT B---Cost Proposal/Budget

20. Cost Proposal / Budget

This section, post negotiation, shall become **Attachment B** of the resulting contract.

Please be sure that in the hard copy submissions, this section is easily detachable from the rest of the proposal. Digital copies of this section shall be presented as a separate CD or other e-format per the RFP Submission Instructions.

All proposals shall be in United States Dollars (USD)

- The proposal shall include preliminary budgets for calendar years 2018 and 2019, as well as a draft plan for a “stabilized” or “steady state” year. It should be noted that such budgets will not be considered final and are subject to the successful respondent’s ongoing experience operating the Park. They are for discussion purposes and do not represent a commitment to Indy Parks by Manager, if selected.
- The proposal shall include a preliminary transition plan and budget.

(End of Attachment B---Cost Proposal/Budget)

(End of Request for Proposal)

21. Sample Service Agreement

**PROFESSIONAL SERVICES/ SERVICES [Choose either Professional Services or
Services] AGREEMENT
BETWEEN
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY - XXXX
AND
XXXX
FOR
XXXX**

This Professional Services/Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **Consolidated City of Indianapolis and Marion County XXXXXX** (hereinafter referred to as “City”) and **XXXXX** (hereinafter referred to as “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1. The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3. In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.

- 1.5. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

2. DUTIES OF CONTRACTOR

- 2.1. Contractor shall provide services as specified in Attachment A, _____, attached hereto and incorporated into this Agreement.

3. TERM

- 3.1. The term of this Agreement shall begin upon execution date of this Agreement by all parties and shall terminate on _____ unless terminated earlier in accordance with this Agreement.
- 3.2. This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

4. COMPENSATION

- 4.1. Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed _____ (\$XXXX.XX).
- 4.2. Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.

5. GENERAL PROVISIONS

- 5.1. Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

- 5.2. Subcontracting.

- 5.02.1 Approval required - The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the

services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.02.2 Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation - To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:

5.2.1.1.1. Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or

5.2.1.1.2. Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Failure of Contractor to comply with either (a) or (b), above, shall constitute a breach of this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product

generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.

5.04.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Ownership.

5.06.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in

City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00

(Other than Products
Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000.00
B. Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
C. Excess/Umbrella Liability	\$2,000,000 (each occurrence and aggregate)
D. Worker's Compensation	Statutory
E. Employer's Liability	
Bodily Injury Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit
F. [Reserved for Professional Liability or additional riders as needed]	

5.07.1 Certificates of Insurance, naming the Consolidated City of Indianapolis and Marion County as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

5.07.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it

otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Contractor:

To City:

5.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.13 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.14 Conflict of Interest.

5.14.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.14.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns

Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.15 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.17 Applicable Laws; Forum.

5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.18 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.20 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.21 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.23 Debarment and Suspension

5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.23.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.23.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.23.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency,

or by any department, agency or political subdivision of the State of Indiana.

5.24 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.24.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract.

If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.24.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.24.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.24.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor’s enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

5.25 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this

Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.26 Electronic Signature. Contractor and City agree to signature both in counterparts and by facsimile.

5.27 Post-Employment Restrictions. Contractor, providing supplies, real property, or services under this Agreement, certifies to City that no employee, contract employee, or sub-contractor of Contractor:

- 5.27.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;
- 5.27.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this contract or agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Contractor under the contract or agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;
- 5.27.3 Has violated any provision of Chapter 293 of the Revised Code of the Consolidated City of Indianapolis and Marion County, regarding the solicitation, negotiation, awarding, or performance of this Agreement;
- 5.27.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.27.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of the Revised Code of the Consolidated City of Indianapolis and Marion County) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of the Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Contractor from eligibility for future city and/or county purchasing, bids, contracts, and/or projects.

5.28 Method of Payment. Contractor shall accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the Contractor.

5.29 Wage Theft/Payroll Fraud. The Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to the City's Office of Finance and Management within thirty (30) days of notification of the complaint or

adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. Contractor shall provide a sworn statement on whether the Contractor had any adverse determinations rendered against the Contractor within the preceding three (3) years.

5.30 Additional Information upon Request. The Contractor shall, upon request of the City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

XXXXXXXXXX (“Contractor”)

By: _____

Date: _____

Printed: _____

Title: _____

CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY, XXXXXXXXX (“City”)

By: _____

Date: _____

XXXXXX, XXXXXX

APPROVED AS TO FORM AND LEGALITY:

By: _____

Date: _____

XXXXXX, Assistant Corporation Counsel

APPROVED AS TO AVAILABILITY OF FUNDING:

By: _____

Date: _____

Fady Qaddoura, Controller

APPROVED FOR EXECUTION:

Joseph H. Hogsett, Mayor
By Mayor’s Designee:

By: _____

Date: _____

Andrew J. Mallon, Corporation Counsel

ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **Consolidated City of Indianapolis and Marion County, XXXXX** (hereinafter "City") and **XXXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

SAMPLE

ATTACHMENT B: PRICING

SAMPLE

AFFIDAVIT

- A. E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

- B. Wage Enforcement. Pursuant to the Wage Enforcement provisions found in Chapter 272 of the Revised Code of the Consolidated City of Indianapolis and Marion County, the undersigned, on behalf of the Contractor, being first duly sworn, deposes and states the following: (please check one of the following)

1. _____ That there has not been any adverse determination against the Contractor within the proceeding 3-year period for wage theft or payroll fraud; Or

2. _____ That there has been an adverse determination against the Contractor within the preceding 3-year period for wage theft or payroll fraud.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
20 ____

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

DO NOT OPEN
SEALED RFP
DELIVERED ONLY TO:

Joseph Lee, Buyer
Purchasing Division
City/County Building
200 E. Washington Street, Suite1522
Indianapolis, IN 46204

RFP No.	RFP-17DPR-153
RFP Name	Management and Operation of Tarkington Park
DUE DATE	March 9, 2018
DUE TIME:	12:00 Noon (EST)