

City of Evansville



Request for Proposal

RFP-508-002-24

Helfrich Golf Course Concessionaire
Operator
for the Evansville Parks and Recreation Department

Issue Date: February 27, 2024

Issued By: City of Evansville
Parks and Recreation Department
100 E. Walnut Street
C.K. Newsome Building
Evansville, IN 47713

Transmitted Via: Email and Posting on Website:
[Active RFPs / City of Evansville \(evansvillegov.org\)](https://www.evansvillegov.org)

Inquiries: Questions should be submitted via email to:
Dachenae Streeter at dstreeter@evansville.in.gov

Proposals Due: Tuesday, March 12, 2024 at 12:00 Noon CST
1 NW Martin Luther King Jr. Blvd.
Evansville, IN 47708
Room 301

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VENDOR INSTRUCTIONS

1. INTRODUCTION

The Department of Parks and Recreations on behalf of the Board of Park Commissioners will now accept sealed proposals for from qualified Vendors to manage and operate the Concessionaire at Helfrich Golf Course (HGC) until Tuesday, March 12 2024 at 12:00 PM CST at which time sealed proposals will be received in Room 301, Civic Center Complex, and 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708.

Sealed proposals to be submitted prior to the scheduled opening shall be submitted to Room 323 (Purchasing Department) located in Civic Center Complex, 1 N.W. Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals submitted to the City/County Purchasing Department shall be submitted prior to 11:45 PM on March 12, 2024. Proposals may be submitted direct to the Board of Park Commissioner. All proposals must be marked with the following:

The name of your company
RFP-508-002-24
Helfrich Golf Course Concessionaire Operator
Proposal date opening March 12, 2024

Questions regarding the requirements may be directed to Dachenae Streeter, Director of Purchasing, via email at: dstreeter@evansville.in.gov. Questions will be answered via public addendum.

2. GENERAL REQUIREMENTS

The responsibilities of the Vendor include, but shall not be limited to, the following:

- Vendor is to be the sole operator to prepare and sell food and drink items at events.
- Vendor must have all necessary state and local permits and submit them along with their proposal.
- The Vendor must have Liability Insurance covering their activities in an amount not less than \$1,000,000 per person and \$2,000,000 aggregate for death or injury to persons and \$1,000,000 Property damages with the City of Evansville, and its officials, agents, and employees as additional Insured. Additionally, Vendor shall maintain Worker's Compensation insurance for all employees in the amount required by State Law. Certificates of Insurance shall be provided to the City prior to commencing operations.
- The Vendor shall provide all the equipment (that is not specified in the point below) necessary to prepare and to maintain food items sold.

VENDOR INSTRUCTIONS

- The City of Evansville Department of Parks and Recreation will provide the following equipment:
 - o Commercial Deep Fryer
 - o Commercial Stove
 - o Commercial Char Griller
 - o Commercial Oven
 - o Commercial Deli Roll Top Cooler
 - o Commercial three door refrigerator
 - o Commercial kegerator
 - o Commercial icemaker
 - o Commercial walk-in cooler
 - o Six tables and four chairs for each table
- All materials, supplies and equipment (other than those items listed above) necessary or desired by Vendor for use in the food service operations shall be at the sole cost and expense of the Vendor. If the Vendor wishes to install additional equipment prior approval must be given by the Board.
- The Vendor shall maintain the concession area in a clean and tidy manner according to all County Health Codes.
- The Vendor shall hire all workers and pay all wages and payroll taxes for employees.
- The Department of Parks and Recreation shall be able to inspect the premises and review all records of sales, cash register tape and conduct periodical audits by designated city officials.
- The Vendor will agree to sign an agreement prepared by the Department of Parks and Recreation and to abide by the covenants and obligations.
- The Vendor shall furnish a list of items for sale proposed price list to be approved by the Board of Park Commissioners.
- The Vendor shall coordinate hours of operations with the Helfrich Golf Course management team.
- The Vendor shall pay the City the percentage of gross sales proposed and agreed upon by both the City and the Vendor. These payments are due each month. The Vendor shall retain all remaining proceeds.
- The area may not be licensed or leased to a person who owes delinquent taxes, special assessments, penalties, interest, or costs directly attributable to a prior tax sale on a tract of real property listed under IC 6-1.1.24.
- A proposal submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each trustee and beneficiary of the trust and each settler empowered to revoke or modify the trust.

VENDOR INSTRUCTIONS

3. RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

- A. **All proposals must be received on or before the time and date indicated in the Notice to Vendors.** The responsibility for submitting proposals in a timely manner is solely that of the Vendor. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Vendor.
- B. Vendors shall submit their proposal with the required information, utilizing the COST PROPOSAL forms provided and supplying all the required information.
- C. Vendors are required to provide all requested information. **Proposal should be submitted in a sealed envelope showing the Vendor's name, business address, proposal title, date, and time of opening on the front of the envelope.** Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- D. Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- E. All proposals must be signed by an authorized official of the Vendor.
- F. Do not include taxes in the proposal figures. The City is exempt from state and federal taxes. Exemption certificates will be provided upon request.

4. CONTACT WITH CITY EMPLOYEES

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries by email to the Purchasing Department at dstreeter@evansville.in.gov. Each Email should be titled: Helfrich Golf Course Concessionaire RFP.

All questions regarding this RFP will be answered via public addenda and posted to the City of Evansville-Vanderburgh County Purchasing Department webpage. All changes in specifications shall be in writing. There shall be no communication concerning this RFP between or on behalf of any Vendor and City employees, and/or Board Members prior to contract award that is not done via addenda sent to the City of Evansville – Vanderburgh County Department of Purchasing

VENDOR INSTRUCTIONS

at the email provided in this RFP. This does not include discussions that may occur during site visits by the evaluation team during the review process.

5. COSTS OF RFP PREPARATION AND SUBMISSION

Each Vendor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

6. OPENING OF PROPOSALS

- The purpose of a public proposal opening is for a reading of proposals received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.
- Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Only the Vendor Name on each proposal opened will be announced at the opening.
- A register of proposals will be prepared and made open for public inspection after the contract award, and will contain the following:
 - (1) A copy of the request for proposals.
 - (2) A list of all persons to whom copies of the request for proposals were given.
 - (3) A list of all proposals received, which must include all of the following:
 - (A) The names and addresses of all offerors.
 - (B) The dollar amount of each offer.
 - (C) The name of the successful offeror and the dollar amount of that offeror's offer.
 - (4) The basis on which the award was made.
 - (5) The entire contents of the contract file except for proprietary information included with an offer, such as trade secrets, manufacturing processes, and financial information that was not required to be made available for public inspection by the terms of the request for proposals.
- Vendors who wish to review or request copies of proposals may do so by contacting the City/County Purchasing Department. A copy fee will be charged for copies.

7. PROPOSAL FORMAT AND FORM

Each proposal will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope bearing the name of the vendor, business address, proposal title, date, and time of opening on the front of the envelope. One (1) original, one (1) copy and one (1) thumb drive containing ALL PROPOSAL DOCUMENTS shall be provided by the vendor.

The proposal must be prepared and presented in the following format:

VENDOR INSTRUCTIONS

Section 1 – Understanding of Task & Technical Approach

Provide a narrative addressing how you will operate the concession stand taking into consideration the requirements in this RFP.

Section 2 – Menu Items with Pricing

1. Selection of food and drink items offered. The Vendor shall describe in detail what type of food service they will provide (i.e., vending, food preparation, etc.).
2. The Vendor shall list the equipment and supplies they will provide.
3. Vendor shall provide a general pricing schedule for the items to be provided.

Section 3 – Vendor Experience and Qualifications

Provide a statement of your experience and qualifications to perform the requested work, including management skills and background.

Section 4 –References

Provide references of work including the names, titles, and telephone numbers of previous clients who can speak to your ability to perform the work.

Section 5 – Price Proposal

Percentage of gross sales returned to the City.

Section 6 –Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP in the following order (5):

- | | |
|---|-----|
| 1. Equal Employment Opportunity | A-1 |
| 2. Indiana Legal Employment Declaration | B-1 |
| 3. Non-Collusion Affidavit | C-1 |
| 4. Conflict of Interest / Familial Disclosure | D-1 |

8. TERMS OF AGREEMENT

The intent of this proposal is to establish a twelve (12) month contract with the potential ability to extend for three (3), one-year periods.

9. DEFAULT AND TERMINATION OF CONTRACT

The successful Vendor shall assume full responsibility for implementing the Contract. .

VENDOR INSTRUCTIONS

Should the successful vendor fail to address any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the City.

The Vendor's failure to correct a written notice of failure to comply with the terms and conditions of the Contract within 10 days shall be grounds for the City to terminate the Vendor and to seek another Vendor to complete performance of the Contract.

10. INDEMNIFICATION

- The successful vendor shall indemnify and hold harmless the City of Evansville and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- In any and all claims against the City of Evansville, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

11. DISCLOSURE

Vendor shall disclose all material facts with its proposal submission pertaining to any adverse information of the Vendor or its principals and key employees who will be providing services under the advertising contract, including:

- a. Felony convictions within the last 5 years.
- b. Bankruptcies discharged within the last 7 years.
- c. Tax liens assessed within the last 5 years; or
- d. Claims filed against either the City or any City department within the last 5 years.

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Vendor whose stock is publicly owned and traded.

Vendor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Vendor or any business controlled by or affiliated with Vendor.

VENDOR INSTRUCTIONS

The Board of Park Commissioners may reject, at its sole discretion, any Vendor it finds to lack honesty, integrity, or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity, or moral responsibility. The City of Evansville's finding may be based on the disclosure required herein, the City's own investigation, public records, or any other reliable source of information. The City may also reject any Vendor failing to make the disclosure required herein. By submitting a proposal, Vendor recognizes and accepts that the BOARD may reject any proposal at its sole discretion. The Vendor waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

12. **BOND REQUIREMENTS:**

BID BOND: A Bid Bond, Certified Check, Cashier's Check or Bank Draft in the amount of \$1,000 shall accompany each proposal as a guarantee that all provisions of the specifications shall be met. Bonds and Checks will be returned to the unsuccessful Respondent(s) after award of purchase by the CITY and to the successful Respondent(s) after the performance bond, if required, has been received and accepted. Bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the Bond.

PERFORMANCE BOND: When specified, a Performance Bond in the amount of Ten Thousand Dollars (\$10,000.00) will be required of the successful Respondent, prior to work beginning, as a guarantee that all provisions of the proposal, specifications and resulting contract, shall be met. The Performance Bond is to be posted to the awarding body within ten (10) business days after the proposal award. Failure to post said Bond may result in the immediate revocation of Proposal award. In place of the bond, a certified check or cashier's check for the full amount may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Respondent to include the cost of the Performance Bond in the proposal. The CITY will not pay an additional amount at a later date.

1. EVALUATIONS / SUMMARY OF EVALUATION PROCESS

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether a Vendor is responsive, the following factors will be considered:

The primary criteria for vendor evaluation and consideration are:

- Well-developed business proposal (25%)
- Price Proposal, percentage of gross sales returned to the City.(25%)
- Menu Items with Pricing. (15%)
- Vendor Experience and Qualifications (25%)
- References (5%)
- All Bid Forms are signed and executed. (5%)

In determining whether a Vendor is responsible, the following factors will be considered:

1. The ability and capacity of the Vendor to provide the service.
2. The integrity, character, and reputation of the Vendor
3. The competency and experience of the Vendor

While the proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

The City further reserves the right to waive any and all formalities or irregularities in quoting.

The City may award based on initial proposals received, without discussion of such proposals. However, selected Vendors may be invited to make oral presentations to the evaluation team.

The Purchasing Department and/or members of the evaluation team for this RFP reserve the right to physically inspect the Vendors facility at any time prior to award and throughout the contract.

2. PRESENTATIONS

Vendors may be required to make presentations and/or provide written clarifications of their responses at the request of the City.

3. RIGHT OF REFUSAL

The City reserves the right to reject any and all RFPs in their entirety. Furthermore, the Board/City reserves the right to hold all proposals for a period of ninety (90) calendar days from and after the time of the opening. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

4. SUBCONTRACTORS

It is the City's intent to contract with one prime Vendor who will be solely responsible for contractual performance. In the event the prime Vendor utilizes one or more subcontractors, the prime Vendor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville 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 contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

5. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Vendors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and Public contracts. (See Evansville Municipal Code 3.90.110-180)

6. E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Vendor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Vendor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Vendor has successfully enrolled in E-Verify.

7. TAXES

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

8. LICENSES AND PERMITS

The successful Vendor or Vendors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana, and the United States of America.

The Vendor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations applicable to the bidding and performance of the contract(s).

9. USE OF THE CITY OF EVANSVILLE'S NAME

Upon entering an agreement, the successful Vendor or Vendors agree not to use the name of the City of Evansville, or any Department, in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from the City of Evansville.

10. INCORPORATED BY REFERENCE

This Request for Proposal (RFP) distributed by the City of Evansville, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

11. CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Vendor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

12. ADVERSARIAL PARTIES

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness, and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness, and responsibility of each such party in awarding any contract.

BID TABULATION PAGE

RFP-508-002-24: HELFRICH GOLF COURSE CONCESSIONAIRE OPERATOR
PROPOSAL SUBMISSION FORM
(please place this form as 1st Page of you Proposal

THE FIRM OF: _____

Address: _____

Hereby agree to provide the requested services as defined in the Request for Proposal No. RFP-508-002-24 for the price as stated in the price proposal.

Please state the percentage of gross sales that will be returned to the City.

Percentage (%) of Gross Sales: _____

Please return the following with your proposal. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and or non-responsible. It is the responsibility of the Vendor to ensure that it has received all addenda and to include signed copies with their proposals.

- Tabulation Page _____
- Bid Bond _____
- Certificate of Insurance _____
- Signed Addenda, if any _____
- References _____
- Pricing Information (Menu) _____
- Equal Opportunity Form _____
- Indiana Legal Employment Declaration _____
- Non-Collusion Affidavit _____
- Conflict of Interest / Familial Disclosure _____
- Thumb Drive _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Email: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP Documents.

EXHIBIT "A"

SCOPE OF WORK

RFP-508-002-24 HELFRICH GOLF COURSE CONCESSIONARE OPERATOR

1. GENERAL

- A. Vendor, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the appropriate Indiana State and local division for doing business.
- B. Vendor shall assume full responsibility for damage to City property caused by Vendor's employees or equipment as determined by designated City personnel.
- C. Vendor shall be solely responsible for the safety of Vendor's employees and other relatives to Vendor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
- D. Vendor shall possess, post, and keep in force all licenses and permits required to perform the services this Agreement.

2. RESPONSIBILITIES OF THE VENDOR

(This section may be modified after conditional contract award.)

The responsibilities of the Vendor include, but shall not be limited to, the following:

- A. The Vendor shall be required to provide management and operation of the Concessionaire, and the hiring of necessary staff for a complete operation.
- B. The Vendor shall be required to provide alcohol service as negotiated with the City and in accordance and compliance with all laws, including the terms and conditions of all licenses and permits concerning the sale of alcohol and the payment of taxes thereon.
- C. The Vendor will furnish a list of items for sale with a proposed price list to be approved by the Board of Park Commissioners. Vendor is to be sole Vendor selling concession (excluding vending machines).

- D. The Vendor shall coordinate hours of operations with the Helfrich Gold Course Management team, with Management being able to require certain services and/or sales are available during specified periods with at least a Twenty-four (24) hour notice.
- E. The Vendor shall pay all wages and payroll taxes for employees of the Concessionaire.
- F. The Department of Parks and Recreation, including the Helfrich Golf Course Management, shall be able to inspect the premises and review all records of sales, cash register tape and conduct periodical audits by designated city officials.
- G. The Vendor shall ensure that the Concessionaire are clean and tidy manner according to all County Health Codes.

3. RESPONSIBILITIES OF THE CITY

The responsibilities of the City include, but are not necessarily limited to, the following:

- A. The City will provide the Concessionaire Vendor with the following equipment for general use, as per agreement:
 - a. Commercial Deep Fryer
 - b. Commercial Stove
 - c. Commercial Char Griller
 - d. Commercial Oven
 - e. Commercial Deli Roll Top Cooler
 - f. Commercial three door refrigerator
 - g. Commercial kegerator
 - h. Commercial icemaker
 - i. Commercial walk-in cooler
 - j. Six tables and four chairs for each table
- B. The City will provide the following utilities: gas and electric, water, and sanitary sewer utilities. Any utility services other than electricity, gas, water, and sewer are the responsibility of the Vendor including but not limited to: cable, satellite TV, wireless broadband, WIFI, and landlines
- C. The City will provide Concessionaire building maintenance repairs such as building deterioration, plumbing, electrical problems if necessary, and approved by the Board of Park Commissioners.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Vendor agrees that all services, facilities, activities, and programs provided as part of this contract will meet the requirements of the Americans with Disabilities Act and the rules and regulations promulgated there under.

3. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Vendor's commitments under the Equal Employment Opportunity Section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts.

Vendor Representative (please print)

Signed

Vendor Name

Telephone

Vendor Address

Date

INDIANA LEGAL EMPLOYMENT DECLARATION

(Signed form must be submitted with Proposal)

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Vendors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Vendors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Vendor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Vendor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20__.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) ss:
_____ COUNTY)

The undersigned Vendor or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Vendor, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Vendor further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Vendor (Firm)

Signature of Vendor or Agent

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

My Commission Expires: _____

County of Residence: _____

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned Vendor upon delivery the price quoted for the materials/equipment stipulated in said bid.

Contracting Authority Members:

Date: _____

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: _____

ALL Vendors must complete this Conflict-of-Interest Familial Disclosure Form and must attach the completed form to the proposal.

I affirm that no principal, representative, agent, employee, Vendor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the Vendor (a "Vendor Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the Vendor be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between a Vendor Party and any employee or member of any City Department or board.

As the Vendor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Vendor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will ensure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to insure the integrity of the process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s): _____

Title: _____

Vendor/Bidder: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this ____ day of _____, 20 _____.
My commission expires: _____ Notary Public

My County of residence is: _____
_____ County, State of _____ Name of Notary Public