City of Evansville

Request for Proposal

RFP-508-01-2026

Swonder Ice Arena Concessionaire Operator
for the
Department of Parks and Recreation

Issue Date:	March 16, 2026
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)
Inquiries:	Questions should be submitted via email to: Dachenae Streeter at dstreeter@evansville.in.gov

Proposals Due: Wednesday, April 1, 2026 at 12:00 Noon CST
1 NW Martin Luther King Jr. Blvd.
Evansville, IN 47708
Room 301

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1. INTRODUCTION

The Department of Parks and Recreations on behalf of the Board of Park Commissioners is requesting sealed proposals from qualified Vendors to manage and operate the Concessions at Swonder Ice Arena located at 209 N. Boeke Rd. Evansville, IN 47711 until Wednesday, April 1, 2026 at 12:00 PM CST in Room 301 of the Civic Center Complex at 1 NW Marthin Luther King Jr. Blvd, Evansville, IN 47708/

Sealed proposals submitted prior to the scheduled opening shall be delivered to Room 323 (Purchasing Department)located in Civic Center Complex, at the address listed above. Proposals submitted to the City/County Purchasing Department shall be submitted prior to 11:45 PM on April 1, 2026. Proposals may be submitted directly to the Board of Park Commissioner prior to 12:00PM. Proposal must be received in a sealed envelope clearly marked with the following:

SEALED BID ENCLOSED
The name of your company
RFP-508-01-2026
Swonder Ice Arena Concessionaire Operator
Proposal date opening April 1, 2026

2. 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: Swonder Ice Arena Concessionaire RFP.

All questions 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 verbal communication concerning this RFP between any Vendor and City employees, and/or Board Members prior to contract award. This does not include discussions that may occur during site visits by the evaluation team during the review process.

3. GENERAL REQUIREMENTS

It is the desire of the city for the Vendor to begin general services and sales by September 1, 2026.

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

- 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 equipment necessary to prepare and maintain food items for sale, except for any equipment expressly stated as being provided by the City beginning on page 4.
- All materials, supplies and equipment, excluding built-in equipment 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 from the Board is mandatory.

- The Vendor shall maintain the concession area in a clean and tidy manner according to all Vanderburgh 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 shall agree to enter an agreement, prepared by the City of Evansville, outlining the mutually agreed-upon covenants and obligations.
- The Vendor shall furnish a list of menu items and their prices to be approved by the Board of Park Commissioners.
- The Vendor shall pay the City the percentage of gross sales 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 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 beneficiary of the trust and each settler empowered to revoke or modify the trust.

4. 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.

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

A. 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.
B. Only the following information will be given:
   - Vendor Name
C. Proposals or related documents may not be reviewed at the proposal opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any City personnel and any Vendor during or after the proposal opening until the evaluation of proposals has been completed and a recommendation for award has been made.
D. A copy of proposal tabulation will be available to review in the Purchasing Department upon completion of the recommended award.
E. 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. <u>SCOPE OF WORK</u>

A. GENERAL

1. 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.
2. Vendor shall assume full responsibility for damage to City property caused by Vendor's employees or equipment as determined by designated City personnel.
3. 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.
4. Vendor shall possess, post, and keep in force all licenses and permits required to perform the services this Agreement.

B. RESPONSIBILITES OF THE VENDOR

1. The responsibilities of the Vendor include, but shall not be limited to, the following:
   - The Vendor shall be required to provide management and operation of the Concessionaire, and the hiring of necessary staff for a complete operation.
   - 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).
   - The Vendor shall pay all wages and payroll taxes for employees of the Concessionaire.
   - The Department of Parks and Recreation, including the Swonder Ice Arena 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.
   - The Vendor shall ensure that the concession is maintained in a clean and tidy manner and operates in accordance with all Vanderburgh County Health Codes.
     (This section may be modified after conditional contract award.)

C. CONCESSIONAIRE OPERATING REQUIREMENTS

The concessionaire is expected to operate during key public hours to ensure consistent service. At a minimum, the concession stand must be open during the following times:

- **Wednesdays (Family Night)**
- **Fridays through Sundays** during public skating sessions

In addition, we request that the concessionaire be open on **Thursday afternoons** during the **busy season (September through March)**.

Concession service is **required** during all public skate sessions held over **Christmas Break and Spring Break**, as well as **during various events** (hocky, roller derby, ice skating, etc.) scheduled in the busy season.

The concessionaire will work collaboratively with Swonder management to coordinate specific dates and times for special events and game schedules.

Birthday Party Support:
All birthday party packages are scheduled during public sessions only. The concessionaire must be available to provide food and beverage service to party attendees during these times.

Optional Opportunity:
In the event Swonder Ice Arena chooses to bring back a summer camp. The concessionaire may choose to provide lunch service for summer camps held from April through August.

An example list of public skate session days and times is provided below for reference. These times are subject to change or modification at any time by Swonder Ice Arena Management.

Monday	4:00 PM- 5:30 PM
Tuesday	10:00 AM – 12:30 PM
Wednesday	6:30 PM – 8:00 PM
Thursday	10:00 AM – 12:30 PM
	4:30 PM – 6:00 PM
Friday	7:00 PM – 9:00 PM
Saturday	1:00 PM -3:00 PM
Sunday	1:00 PM – 3:00 PM

D. RESPONSIBILITEIS OF THE CITY

1. The responsibilities of the City include, but may not be limited to, the following:
    - The City will provide the Concessionaire with the following equipment for general use, as per agreement:
        I. Flat top griller
        II. Deep fryer
        III. Food warmer Cabinet
        IV. Stainless steel tables (3)
        V. Bunn Coffee Maker
        VI. Koolmore Refrigerator
        VII. Microwave
        VIII. Toastmaster Oven
        IX. Black Metal Selving unit (2)
        X. Small Trashcan

XI. Large trash can

XII. Ice maker

2. The City will provide the following utilities: gas, 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
3. 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.

8. 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:

Section 1 – Understanding of Task & Technical Approach

Provide a narrative addressing how you will operate the concession stand taking into consideration of 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 professional 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. (To be submitted on Tabulation Page on page A-1)

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

9. 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.

10. DEFAULT AND TERMINATION OF CONTRACT

The successful Vendor shall assume full responsibility for implementing RFP-508-01-2026 Swonder Ice Arena Concessionaire Operator Should the successful Vendor fail to perform within the agreed upon time frame, the City reserves the right to contact another Vendor for the services.

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 of contract(s) within 10 days shall be grounds for the City to terminate the contract(s).

11. 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.

12. 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. 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.

13. BOND REQUIREMENTS:

A. BID BOND: A Bid Bond, Certified Check, Cashier's Check or Bank Draft in the amount of five hundred dollars ($500) 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.

B. PERFORMANCE BOND: When specified, a Performance Bond in the amount of Three Thousand Dollars ($3000.00) 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.

14. PROPOSAL EVALUATION

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:

A. The primary criteria for vendor evaluation and consideration are:
   1. Well-developed business proposal (25%)
   2. Price Proposal, percentage of gross sales returned to the City (25%)
   3. Menu Items with Pricing (15%)
   4. Vendor Experience and Qualifications (25%)
   5. References (5%)
   6. All Bid Forms are signed and executed (5%)

B. 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.

15. PRESENTATIONS

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

16. 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 the proposal of the three (3) lowest Vendors for a period of sixty (60) 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.

17. 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 sufficient financial or background information pertaining to the listed subcontractor(s).

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.

18. E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Vendor shall provide documentation that it has enrolled in 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.

19. 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.

20. 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 maintain 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).

21. 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.

22. 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.

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23. 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.

24. 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.

TABULATION PAGE

RFP-508-01-2026: SWONDER ICE ARENACONCESSIONAIRE OPERATOR PROPOSAL SUBMISSION FORM

(please place this form as 1st Page of your submission

COMPANY: _____

ADDRESS: _____

_____

Hereby agree to provide the requested services as defined in the Request for Proposal RFP-508-01-2026 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: _____

AUTHORIZED REPRESENTATIVE:_____

TITLE:_____

DATE:_____

PHONE NUMBER: _____

EMAIL:_____

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

- DO NOT SUBSTITUTE THIS PAGE –

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

- DO NOT SUBSTITUTE THIS PAGE –

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), declares 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.

- DO NOT SUBSTITUTE THIS PAGE –

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: _____

_____ _____

_____ _____

_____ _____

- DO NOT SUBSTITUTE THIS PAGE –

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

- DO NOT SUBSTITUTE THIS PAGE –