



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

RECEIVED JUN 05 2017 IDOA CONTRACTS

1. EDS Number: A75-7-17-010
2. Date prepared: 5/1/2017

3. CONTRACTS & LEASES
[X] Professional/Personal Services
Contract for procured Services
Grant
Maintenance
Lease
License Agreement
Attorney
Amendment#
MOU
Renewal #
QPA
Other

FISCAL INFORMATION
4. Account Number: 48691-02000
5. Account Name: Underground plant protection a
6. Total amount this action: \$90,000.00
7. New contract total: 90,000.00
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:

TIME PERIOD COVERED IN THIS EDS
11. From (month, day, year): 8/4/2017
12. To (month, day, year): 5/20/2017
13. Method of source selection: Bid/Quotation, Emergency, Negotiated, RFP#, Other, Special Procurement

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 15-13-2-1

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Sponsorship of hand sanitizing stations and sky ride carts during the 2017 Indiana State Fair.

38. Justification of vendor selection and determination of price reasonableness: Sole source.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval: [Signature]
41. Date Approved: 6/2/17

44. Attorney General's Office approval
45. Date Approved

AGENCY INFORMATION
14. Name of agency: Utility Regulatory Comm
15. Requisition Number:

16. Address: Utility Regulatory Commission
101 W WASHINGTON ST STE 1500 E
INDIANAPOLIS, IN 46204-3407

AGENCY CONTACT INFORMATION
17. Name: DeAnna Poon
18. Telephone #: 317/232-6735
19. E-mail address: dpoon@urc.in.gov

COURIER INFORMATION
20. Name: Lisa Coahran
21. Telephone #: 317-233-6140
22. E-mail address: lcoahran@urc.in.gov

VENDOR INFORMATION
23. Vendor ID #: 0000055185
24. Name: INDIANA STATE FAIR COMMISSION
25. Telephone #: 317-927-7527
26. Address: 1202 E 38TH STREET
INDIANAPOLIS, IN 46205

27. E-mail address: wforrest@indianastatefair.com
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) [X] Yes [] No
29. Primary Vendor: M/WBE/IN-Vetera
Minority: [] Yes [X] No
Women: [] Yes [X] No
IN-Veteran [] Yes [X] No
30. Primary Vendor Percentages
100.0 %

31. Sub Vendor: M/WBE/IN-Veteran
Minority: [] Yes [X] No
Women: [] Yes [X] No
IN-Veteran [] Yes [X] No
32. If yes, list the %:
Minority: %
Women: %
IN- Veteran %

33. Is there Renewal Language in [] Yes [X] No
34. Is there a "Termination for Convenience" clause in the document? [X] Yes [] No





Indiana State Fair Commission

2017 Indiana State Fair

Sponsorship Contract

EDS # A75-7-17-010

This Contract (the “Contract”), is made and entered into by and between the Indiana State Fair Commission, an Indiana body corporate and politic established at IND. CODE § 15-13-2-1 (the “Commission”), having an address at 1202 East 38th Street, Indianapolis, IN 46205, and the entity designated below as the Sponsor. Subject to the terms and conditions of this Contract, Sponsor and the Commission shall each have the rights and obligations set forth in this Contract.

Contract Number	SP201700035
“ <u>Sponsor</u> ”	Indiana Utility Regulatory Commission
Address	101 W. Washington Street Suite 1500 East
City, State, Zip Code	Indianapolis, IN 46204
Primary Contact	Darby Miller
Phone Number	(317) 234-5157
Email Address	darbmiller@urc.in.gov
Commission Contact & Title	Rac Coffey, Director of Sponsorships
Email Address	rcoffey@indianastatefair.com
“ <u>Attachment A</u> ”	A one (1) page Code of Conduct that Sponsor and Sponsor’s Employees/Agents/Contractors agree to abide by for activities arising out of this Contract.
“ <u>Attachment B</u> ”	Commission’s Responsibilities
“ <u>Attachment C</u> ”	Sponsor’s Responsibilities
Sponsorship Description	Title Sponsor of eighty (80) Hand Sanitizer Stations
Contract “ <u>Term</u> ”	August 4-20, 2017
“ <u>Consideration</u> ”	Sponsor shall pay to the Commission the rates/prices as detailed in Attachment C. Sponsor shall pay Ninety Thousand Dollars (\$90,000.00) on or before September 25, 2017. Payment shall be made based on net 35 terms.

1. Assignment: Successors

The parties bind their respective successors and assignees to all the terms and conditions of this Contract. Neither party shall assign or subcontract the whole or any part of this Contract without the other party’s prior written consent.

2. Authority to Bind

Sponsor represents and warrants that it has the authority to enter into this Contract and that the performance hereunder will not infringe, breach, interfere or otherwise impair the rights of any third parties. The Sponsor further represents and warrants that the person(s) executing this Contract has the authority to enter into this Contract.

3. Compliance with Laws

- a. The parties shall comply with all applicable federal, state, and local laws, executive orders, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Commission and the Sponsor to determine whether the provisions of this Contract require formal modification.

- b. The Sponsor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Commission, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 05-12, dated January 10, 2005. **If Sponsor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Sponsor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to execution of this Contract.** If the Sponsor is not familiar with these ethical requirements, the Sponsor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at www.in.gov/ethics/. If the Sponsor or their agents violate any applicable ethical standards, the Commission may, in its sole discretion, terminate this Contract immediately upon notice to the Sponsor. In addition, the Sponsor may be subject to penalties under Indiana Code § 4-2-6-12. The Commission acknowledges that its officers and employees are subject to the requirements and penalties as set forth in Indiana Code chapter 4-2-6, *et seq.*

4. Complete Agreement

This Contract constitutes the entire understanding between the parties hereto concerning the subject matter hereof and supersedes any prior oral or written understanding between the parties. This Contract may be amended only by a written instrument executed by each of the parties hereto.

5. Drug-Free Workplace Certification

The Sponsor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Commission within ten (10) calendar days after receiving actual notice that an employee of Sponsor have been convicted of a criminal drug violation occurring in the Sponsor's workplace during such term. False certification or violation of the certification may result in sanctions including, but not limited to termination of the Contract.

6. Force Majeure

In the event that any party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, environmental contamination, hostile military or paramilitary action, riot, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

7. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Marion County, Indiana.

8. Indemnification

Deleted by mutual agreement of the Parties.

9. Independent Contractor

All parties hereto, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

10. Insurance

Deleted by mutual agreement of the Parties.

11. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Commission and any applicant or employee of the Sponsor any subcontractor.

12. Notice to Parties

Whenever any notice, statement or other communication shall be sent to the Commission or Sponsor, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to the Commission shall be sent to:

Rac Coffey
Director of Sponsorships
Indiana State Fair Commission
1202 East 38th Street
Indianapolis, IN 46205

Notices to the Sponsor shall be sent to:

The Sponsor's Contact and address listed on page 1 of this Contract.

13. Penalties/Interest/Attorney's Fees

The parties will in good faith perform their required obligations hereunder and do not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5 *et seq.*, and IC 34-13-1-6 *et seq.*

14. Severability

The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

15. Taxes

Both Parties are exempt from state, federal and local taxes.

16. Termination for Convenience

This Contract may be terminated, in whole or in part, by either party whenever, for any reason, either party determines that such termination is in its best interest. This Contract shall be terminated in the event the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

17. Termination for Default

A party may terminate and cancel this Contract without prejudice to any rights and cause of action such party may have against any other party, if:

- a. Any other party is judged bankrupt, or
- b. Any other party makes a general assignment for the benefit of creditors, or
- c. A receiver is appointed due to any other party's insolvency, or
- d. If a court of competent jurisdiction finds that any other party persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
- e. Any other party is acquired by or merged with another entity.

Any party may also terminate this Contract, in whole or in part, without prejudice to any rights and causes of action such party may have against any other party, if another party fails to:

- a. Correct or cure any breach of this Contract within ten (10) days written notice of such breach; or
- b. Perform the services as required by this Contract.

18. Trademarks

Each party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified such party (the "Marks"). Sponsor hereby grants to the Commission a limited license and right to use the Sponsor Marks it provides to the Commission in connection with Commission's obligations under this Contract. All proprietary interest in all copyright or trademark protected works of any party from whom limited use rights are granted shall remain solely under the control of that party. Upon the expiration or earlier termination of this Contract, all uses of any the other party's Marks shall cease. Neither party shall use the other party's Marks or allow any other party to use the other's Marks in any manner not specifically granted or described herein, unless such use is approved by the owner of such Marks prior to use. If permission is so granted, then the Marks shall be used only in the format in accordance with the specifications provided by the party granting such use from time to time, unless approval to modify the Mark(s) is expressly granted. All materials using a party's Marks must be pre-approved by the party owning such Marks.

19. Waiver of Rights

No right conferred on any party under this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20. Work Standards

The parties agree to execute their respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

Remainder of this page is intentionally blank.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the entity for which he/she executes this Contract, that he/she has not, nor has any other member, employee, representative, agent or officer of such entity, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or Contract to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

The parties having read and understanding the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

For the Sponsor:

BY: James Atterholt 4/25/17
Sponsor Name James Atterholt Date
Chairman, Indiana Utility Regulatory Commission.
Title

For the Indiana State Fair Commission:

BY: [Signature] 4/11/17
Cynthia C. Hoye, Executive Director Date

For the Indiana Department of Administration:

BY: [Signature] for 6.7.17
Jessica Robertson, Commissioner Date

For the State Budget Agency:

BY: [Signature] for 06/13/17
Jason D. Dudich, Director Date

APPROVED as to Form and Legality:
*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 5, 2016.
FA 16-66*

Code of Conduct

Welcome to the Indiana State Fairgrounds & Event Center. In order to provide a safe, secure and pleasant environment, we ask for your cooperation in complying with this Code of Conduct at all times. The following behavior/activities are prohibited at the Indiana State Fair:

1. Sponsor shall properly staff their booths at all times during exhibiting hours and activities must be confined to the assigned space. Sponsor activities shall not extend past the assigned space into aisle ways, over sidewalks, or into streets. Handing out written materials outside the assigned space is prohibited.
2. Sponsor shall be open for business during the hours of 10:00AM to 10:00PM daily.
3. Sponsor shall comply with all Indiana State Department of Health and Indiana State Fire Marshall regulations.
4. The solicitation of funds (including tip jars) is prohibited.
5. Operating in aisles or street in such a way as to be a nuisance or interference to the public or to other sponsors and concessionaires.
6. Roving vendor, solicitor, or distributor of information, including those acting from a profit and non-profit organization, unless otherwise approved by the Commission.
7. Interfering with Fairgrounds business or interfering with the conduct of business by concessionaires or exhibitors.
8. Any activity that would result in physical harm to person or property.
9. Possession, storage or knowledge of possession of any weapon, including firearms or any explosive or incendiary device.
10. Use of loud or obscene language or gestures or other offensive behavior that interferes with fairgoers enjoyment of activities and events at the Fairgrounds.
11. Possession or sale of alcohol, narcotics or illegal substances while on the Fairgrounds.
12. Disorderly, disruptive, belligerent or hostile behavior or criminal conduct of any type.
13. Bicycle riding, skateboarding, rollerblading, moped riding, Segway/hover board riding.
14. Running, shouting, horseplay, throwing of any type of debris.
15. Bringing pets onto the Fairgrounds with the exception of service animals.

Any Sponsor in violation of this Code of Conduct will receive written notice from the Indiana State Fair Commission's Sponsorship Coordinator. Sponsor shall immediately correct any violation that is brought to his/her attention. Failure to immediately correct the violation may have his/her Sponsorship Contract terminated and/or may be expelled from the Indiana State Fair.

FOR THE SPONSORSHIP EVENT, THE COMMISSION AGREES TO PROVIDE THE SPONSOR WITH THE FOLLOWING:

1. **Title Sponsorship of eighty (80) “Hand Sanitizer Stations”** all 17 days of the 2017 Indiana State Fair:
 - a) Final location of hand sanitizer stations is to be determined by the Commission.
 - b) Sponsor to produce artwork and send to Commission:
 - i. Final artwork specs are to be determined by the Commission.
 - ii. Sponsor to submit artwork files in an .ai or .eps format.
 - iii. Artwork is due to the Commission by **Wednesday, May 31, 2017.**
 - iv. Commission to be responsible for all costs associated with production and installation of artwork.

2. **Forty (40) Skyride carts** to be branded with Sponsor branding:
 - a) Sponsor has the option to provide artwork.
 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.

3. Inclusion on the 2017 **Indiana State Fair Website** Corporate Sponsors’ Logo Section with scroll-over script and click-through to Sponsor URL.

4. Inclusion on all appropriate pre-Fair and Indiana State Fair **digital and printed marketing collateral materials** each year of the agreement.

5. Option to participate in the **Indiana State Fair Parade** any evening, except Tuesdays & Saturdays, at 6:30pm each night:
 - a) The Indiana State Fair Parade will begin and end on the north side of the Fairgrounds at Pioneer Village.
 - b) All participants must line up in front of Pioneer Village no later than 6:15pm on nights of participation.
 - c) Sponsor to inform the Commission of parade participation.
 - d) All participants must sign Commission’s participant waiver form prior to participation.
 - e) Signed Parade participation forms are due to the Commission by **Monday, June 26, 2017.**

6. Option to use the 2017 **Indiana State Fair Logo** on advertising and publicity materials (excluding any sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.

7. Option to participate in all **relevant social media content** in accordance with the Commission's social media guidelines as listed below:
 - a) Sponsor is free to tag the Indiana State Fair on Facebook (@indystatefair (<https://www.facebook.com/IndianaStateFair>)). These posts should pertain specifically to the Indiana State Fair. The Indiana State Fair holds the right to remove any tag that does not align with the Indiana State Fair Commission Brand Standards.
 - b) Sponsor is encouraged to include #instatefair or @indystatefair in their posts on Twitter (<https://twitter.com/indystatefair>) and Instagram (<https://www.instagram.com/indystatefair/>).
 - c) Commission to approve all Sponsor produced content before it is posted on any social media platform.
 - d) Contact your Indiana State Fair representative to discuss further social media engagement opportunities.

8. **Hospitality Package:**
 - a) One-Hundred and Fifty (150) Indiana State Fair Admission Tickets.
 - b) Four (4) Indiana State Fair VIP Lapel Pins for daily free admission and free shuttle rides during the Fair.
 - c) Four (4) Indiana State Fair Infield Parking Passes.

NOTE: *The Sponsor is responsible for sending all tickets to the appropriate on-site representatives prior to the first day of the Fair or on-site staffing dates. All on-site booth workers must have an admission ticket to enter the Fairgrounds each day. If tickets are not distributed by the Sponsor, admission tickets can be purchased at the gates for \$12. All parking is \$5. Also, Hospitality Package will not be sent to Sponsor until Commission receives the Sponsorship Fee paid in full.*

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**FOR THE SPONSORSHIP EVENT, SPONSOR AGREES TO PARTICIPATE
AND ADHERE TO ALL DEAL POINTS LISTED AS FOLLOWS:**

1. **Title Sponsorship of eighty (80) “Hand Sanitizer Stations”** all 17 days of the 2017 Indiana State Fair:
 - a) Final location of hand sanitizer stations is to be determined by the Commission.
 - b) Sponsor to produce artwork and send to Commission:
 - i. Final artwork specs are to be determined by the Commission.
 - ii. Sponsor to submit artwork files in an .ai or .eps format.
 - iii. Artwork is due to the Commission by **Wednesday, May 31, 2017.**
 - iv. Commission to be responsible for all costs associated with production and installation of artwork.

2. **Forty (40) Skyride carts** to be branded with Sponsor branding:
 - a) Sponsor has the option to provide artwork.
 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.

3. *(Optional)* Participate in the **Indiana State Fair Parade** any evening, except Tuesdays & Saturdays, at 6:30pm each night:
 - a) The Indiana State Fair Parade will begin and end on the north side of the Fairgrounds at Pioneer Village.
 - b) All participants must line up in front of Pioneer Village no later than 6:15pm on nights of participation.
 - c) Sponsor to inform the Commission of parade participation.
 - d) All participants must sign Commission’s participant waiver form prior to participation.
 - e) Signed Parade participation forms are due to the Commission by **Monday, June 26, 2017.**

4. *(Optional)* Use the 2017 **Indiana State Fair Logo** on advertising and publicity materials (excluding any sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.

5. *(Optional)* Participate in all **relevant social media content** in accordance with the Commission's social media guidelines as listed below:
 - a) Sponsor is free to tag the Indiana State Fair on Facebook @indystatefair (<https://www.facebook.com/IndianaStateFair>). These posts should pertain specifically to the Indiana State Fair. The Indiana State Fair holds the right to remove any tag that does not align with the Indiana State Fair Commission Brand Standards.
 - b) Sponsor is encouraged to include #instatefair or @indystatefair in their posts on Twitter (<https://twitter.com/indystatefair>) and Instagram (<https://www.instagram.com/indystatefair/>).
 - c) Commission to approve all Sponsor produced content before it is posted on any social media platform.
 - d) Contact your Indiana State Fair representative to discuss further social media engagement opportunities.

6. Pay a total fee ("**Sponsorship Fee**") of \$90,000:
 - a) Due September 1, 2017.
 - b) Commission to invoice the Sponsor directly.

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