



Northwest Indiana Regional Development Authority

**Request for Proposal 01-23**

Solicitation For:

**A Feasibility Study regarding the**

*Need for a Convention Center in Lake County, Indiana*

**Intent to Respond Form Due Date: September 18, 2023**

**Response Due Date: September 29, 2023**

**Amy Jakubin, Program Director  
Northwest Indiana Regional Development Authority  
9800 Connecticut Drive  
Crown Point, IN 46307**

**SECTION ONE**  
**General Information**

**1.1 Introduction**

The Northwest Indiana Regional Development Authority (the “RDA”) is an authority established as a separate body corporate and politic to carry out the purposes of Ind. Code Art. 36-7.5. The RDA is interested in investigating and studying: 1) whether market demand justifies the establishment of a convention center in Lake County, Indiana and, if so, estimating the economic impact the convention center could have on Lake County, Indiana and surrounding areas; and 2) based on the market validation study, what location or locations within Lake County, Indiana would be best suited for establishing the convention center and what facility characteristics or components (e.g. size, design, food/beverage offerings, supporting facilities, etc.) are necessary to best position the convention center for financial and operational success.

In 2017, the RDA commissioned a comprehensive study of the feasibility of establishing a convention center in Northwest Indiana, specifically in Lake County, and the RDA is interested in identifying and understanding how material changes to the market in Lake County, Indiana and surrounding areas may have impacted the findings and conclusions of the 2017 study which can be found here:

[https://www.in.gov/rda/files/nwi-convention-center-study-Report\\_compressed-1.pdf](https://www.in.gov/rda/files/nwi-convention-center-study-Report_compressed-1.pdf)

It is the intent of the RDA to solicit responses to this Request for Proposal (“RFP”) in accordance with the statement of work, proposal preparation section, and specifications contained within this document. The RFP is being posted to the RDA website (<https://www.in.gov/rda/rfprfq/>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

**1.2 Definitions and Abbreviations**

The following terms appear throughout the RFP and are defined below. Additional specialized terms may be defined at the specific cite when appropriate.

Designated RDA Employee    Specified individual(s) who work for the RDA and is responsible for this RFP.

IC                                    Indiana Code

Implementation                The successful delivery and implementation of the services required by this solicitation as specified in the contract that results from this RFP.

Northwestern Indiana        The geographic area of Indiana defined by the geographic boundaries of Lake County and Porter County

Proposal	An “offer” insofar as it is defined in IC 5-22-2-17.
Respondent	An offeror as defined in IC 5-22-2-18. The RDA will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for the performance of the contract.
Services	Work to be performed as specified in this RFP.
Vendor	Any successful Respondent selected as a result of the procurement process to deliver the services requested by this RFP.

### 1.3 Purpose of the RFP

The purpose of this RFP is to seek one Contractor to prepare a feasibility study regarding the viability, impact, location and characteristics of a convention center in Lake County, Indiana.

### 1.4 Summary Scope of Work

Scope of Work is included in Attachment C of this RFP.

### 1.5 RFP Outline

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by the RDA via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	M/WBE Sub-Contractor Commitment Form
Attachment B	Sample Contract
Attachment C	Scope Of Work

Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Question and Answer Template
Attachment G	Intent to Respond

## 1.6 Question/Inquiry Process

All questions/inquiries regarding this RFP must be submitted via e-mail to Amy Jakubin at [AJakubin@rda.IN.gov](mailto:AJakubin@rda.IN.gov), who will serve as the Designated RDA Employee, using the Question and Answer Template provided in the supplementary attachments. **Questions/Inquiries must be received by 3:00 p.m. Central Time on the date specified in Section 1.18 of this document.**

Following the question/inquiry due date, the Designated RDA Employee will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the RDA website according to the RFP timeline established in Section 1.18. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the RDA website will be considered official and valid by the RDA. No Respondent shall rely upon, take any action, or make any decision based on any verbal communication with any RDA employee or agent.

**Inquiries are not to be directed to any staff or board member of the RDA who is not the Designated RDA Employee. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.**

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the RDA website. If such addenda issuance is necessary, the RDA may extend the due date and time of proposals to accommodate such additional information requirements, if required.

## 1.7 Due Date for Proposals

**All proposals must be received at the address below by the RDA no later than 3:00 p.m. Central Time on September 29, 2023.** Each Respondent must submit one (1) printed hard-copy (labeled “Original”) and one (1) electronic copy on a USB Flash Drive (labeled “Original”), including the Transmittal Letter and all other related documentation required by this RFP. The Flash Drive labeled “Original” will be considered the official response in evaluating responses for scoring. The Respondent’s proposal response may be posted on the RDA website, (<https://www.in.gov/rda/rfprfq/>) if recommended for selection. Each copy of the proposal must follow the format indicated in Section Two of this document. Respondents should focus on presenting a complete and effective proposal and eliminate unnecessarily materials from inclusion in their proposal.

All proposals shall be addressed to:

Ms. Amy Jakubin  
Northwest Indiana Regional Development Authority  
9800 Connecticut Drive  
Crown Point, IN 46307

Directions to the RDA are located in Attachment H should Respondent choose to hand deliver its Proposal.

If Respondent ships or mails solicitation responses: It is the responsibility of the Respondent to ensure that the proposal is received by the RDA on or before the designated time and date. Late submissions will not be accepted. The RDA clock is the official time for all proposal submissions.

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the RDA after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one (1) proposal per Respondent may be submitted.

The RDA accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

### **1.8 Modification or Withdrawal of Offers**

Modifications to responses to this RFP may only be made in the manner and format described in Section 1.7 and clearly identified as a modification.

The Respondent's authorized representative may withdrawal the proposal, in person, prior to the due date. Proper documentation and identification will be required before the RDA will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the RDA after the exact hour and date specified for receipt of proposals will not be considered.

### **1.9 Pricing**

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

### **1.10 Proposal Clarifications and Discussions, and Contract Discussions**

The RDA reserves the right to request clarifications on proposals submitted to the RDA. The RDA also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include requests for additional information, and/or requests for cost or technical proposal revisions, etc. Additionally, in conducting discussions, the RDA may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The RDA will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The RDA will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in the supplemental attachments. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The RDA reserves the right to reject any of these requested changes. It is the RDA's expectation that any material elements of the contract will be substantially finalized prior to the contract award.

### **1.11 Best and Final Offer**

The RDA may request best and final offers ("BAFO") from those Respondents determined by the RDA to be reasonably viable for contract award. However, the RDA reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the RDA may select for final contract negotiations/execution the offers that are most advantageous to the RDA, considering cost and the evaluation criteria in this RFP.

### **1.12 Type and Term of Contract**

The RDA intends to sign a contract with one Respondent to fulfill the requirements in this RFP.

The term of the contract shall be for a period of seven (7) months.

The contract shall require completion of the work no later than May 31, 2024, as specifically described in (a) the Scope of Work provided for in Section 1.4 and (b) the Scope of Work provided for in Attachment C of this RFP.

### **1.13 Confidential Information**

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the Transmittal Letter and on the outside of that envelope that confidential

materials are included. The Respondent must also specify which statutory exception of APRA that applies. The RDA reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the RDA will not consider the submission confidential. If the RDA does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

#### **1.14 Taxes**

Proposals should not include any tax from which the RDA is exempt.

#### **1.15 Compliance Certification**

Responses to this RFP serve as a representation that Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by any government entity or agency, and Respondent agrees that it will immediately notify that RDA of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the state or federal government. The Respondent agrees that the RDA may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that the RDA may bar the Respondent from contracting with the RDA, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liabilities.

#### **1.16 Equal Opportunity Commitment**

Pursuant to IC 36-7.5-2-8, it has been determined that there is a goal for minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP.

Therefore, Respondent should attempt to meet the contract goals of 15% for Minority Business Enterprises and 5% for Woman Business Enterprises participation.

Failure to meet these requirements will affect the evaluation of Respondent's proposal.

#### **1.17 Americans with Disabilities Act**

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

#### **1.18 Summary of Milestones**

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

##### ***Key RFP Dates***

Activity	Date
Issue of RFP	September 12, 2023
Intent to Respond Form Due	September 18, 2023
Deadline to Submit Written Questions	September 22, 2023
Response to Written Questions/RFP Amendments	September 26, 2023
Submission of Proposals	September 29, 2023
<p align="center"><i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i></p>	
Proposal Evaluation and Discussion/Clarifications (if necessary)	October 4-October 10, 2023
Oral Presentations (if necessary)	October 16-October 20, 2023
Best and Final Offers (if necessary)	October 16-October 20, 2023
Select Winning Respondent	October 24, 2023
Contract Award	November 10, 2023



## SECTION TWO Proposal Preparation Instructions

### 2.1 General

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.

### 2.2 Transmittal Letter

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### *2.2.1 Agreement with Requirements listed in Section 1*

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 of this RFP and agreement with any requirements/conditions listed therein.

#### *2.2.2 Summary of Ability and Desire to Supply the Required Services*

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested services that meet the requirements defined in Section 2.4 of this RFP by the completion date identified in Section 1.12 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP including, but not limited to, the RDA's mandatory contract clauses.

#### *2.2.3 Signature of Authorized Representative*

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. *In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, and telephone number as well as an e-mail address, if that contact is different than the individual authorized for signature.*

#### *2.2.4 Respondent Notification*

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the RDA of any changes in any address that may have occurred since the origination of this proposal. The RDA will not be held responsible for incorrect vendor/contractor addresses.

#### *2.2.5 Other Information*

This item is optional. Any other information the Respondent may wish to briefly summarize will be accepted.

### **2.3 Business Proposal**

The Business Proposal must address the following topics except those specifically identified as "optional." The Business Proposal Template is located in the supplemental attachments.

#### *2.3.1 General (optional)*

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the RDA's successful acquisition of the services requested in this RFP.

#### *2.3.2 Respondent's Company Structure*

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested service in the United States must be described in more detail than other components of the organization.

#### *2.3.3. Company Financial Information*

This section must include the Respondent's financial statements, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP.

#### *2.3.4 Integrity of Company Structure and Financial Reporting*

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the RDA in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in

which the organization assures board integrity, and the separation of audit functions and consulting services. The RDA will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763 is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

### 2.3.5 *Contract Terms/Clauses*

A sample contract that the RDA expects to execute with the successful Respondent is provided in the supplemental attachments. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the RDA's expectation that the final contract will be substantially similar to the sample contract provided.

In your Transmittal Letter, please indicate acceptance of these mandatory contract terms (see Section 2.2.2). In this section, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If Respondent requires additional contract terms, please include them in this section. To reiterate it is the RDA's strong desire to not deviate from the contract provided in the attachment and as such the RDA reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor;
- Boilerplate Affirmation Clause;
- Duties of Contractor, Rate of Pay, and Term of Contract;
- Compliance with Laws;
- Drug-free Workplace Provision and Certification;
- Employment Eligibility Verification (E-Verify);
- Funding Cancellation;
- Ethics;
- Indemnification;
- Governing Laws;
- Non-discrimination clause;
- Condition of Payment;
- Telephone Privacy;
- Penalties/Interest/Attorney's Fees;
- Termination for Convenience; and
- Non-collusion and Acceptance.

Any or all portions of this RFP and any or all portions of the Respondent's response may be incorporated as part of the final contract.

### *2.3.6 References*

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFP. In addition, the Respondent should provide all certifications that proposed project team members hold in any of the third-party tools listed within the Technical Proposal. Information provided should include the name, address, and telephone number of the contractor and the name, title, and phone/fax numbers of a person who may be contacted for further information.

### *2.3.7 Authorizing Document*

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually.

### *2.3.8 Subcontractors*

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all state statutes and will be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the RDA's evaluation. The Respondent must furnish information to the RDA as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the RDA. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate RDA officials, and such relationships must meet the approval of the RDA.

The Respondent must list any subcontractor's name, address and the state in which the subcontractor was formed that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent

of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Businesses under through certification through the State of Indiana's Department of Administration or through the RDA's self-certification process as described in Attachment A.

#### *2.3.9 General Information*

Each Respondent must enter your company's general information including contact information.

#### *2.3.10 Experience Serving Governmental Entities*

Each Respondent is asked to provide a brief description of your company's experience in serving governmental entities.

#### *2.3.11 Experience Serving Similar Clients*

Each Respondent is asked to describe your company's experience in serving clients of a similar size to the RDA that also had a similar scope. Please provide specific clients and detailed examples.

### **2.4 Cost Proposal**

Prospective Respondents must submit proposals organized by Scope of Work Sections as outlined in Attachment C- Scope of Work. Pricing should be based on the total cost to complete all Scope of Work Sections. Additionally, Respondent may provide alternate pricing should it opt to include an enhanced bid in addition to its Proposal. The Technical Proposal must also include a comprehensive staffing plan describing the types, qualifications, and numbers of staff that will be used to deliver the requested services. The staffing plan must also clearly identify the staff assigned to each task.

Every point made in each section must be addressed. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the RDA.

## **2.5 Cost Proposal Template**

For the purposes of this RFP, please use the provided Cost Proposal Template. The Cost Proposal Template is located in the supplemental attachments. Your response should include a completed Cost Proposal Template.

## **2.6 Enhanced Proposal Opportunity**

All Respondents must respond to this RFP with a Proposal based on the criteria set forth in the Attachment C- Scope of Work. However, the RDA is open to Enhanced Proposals in which Respondents offer alternative methodologies to study the convention center needs in Northwestern Indiana. Respondent must provide a detailed response in which it explains its Enhanced Proposal. If a Respondent chooses to submit an Enhanced Proposal in addition to its base proposal, it can price that in the Enhanced Proposal pricing section in Attachment D- Cost Proposal.

## **SECTION THREE**

### **Proposal Evaluation**

#### **3.1 Proposal Evaluation Procedure**

The RDA has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The RDA will, in the exercise of its sole discretion, determine which proposals offer the best means of servicing the goals and interests of the RDA. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1.* Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2* Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3* If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4* Based on the results of this evaluation, the qualifying proposal(s) determined to be the most advantageous to the RDA, taking into account all of the evaluation factors, may be selected by the RDA for further action, such as contract negotiations. If, however, the RDA decides that no proposal is sufficiently advantageous to the RDA, the RDA may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the RDA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

#### **3.2 Evaluation Criteria**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective and timely manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points equal 100). Negative points may be assigned in the cost score. For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

**Summary of Evaluation Criteria:**

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	45
3. Cost (Cost Proposal)	35
4. Minority (15) and Women Business (5) Subcontractor Commitment	20
<b>Total</b>	<b>100</b>

All proposals will be evaluated using the following approach.

*Step One*

In this step, proposals will be evaluated only against Criteria One to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

*Step Two*

The proposals that meet the Mandatory Requirements will then be scored based on the remaining criteria. This scoring will have a maximum possible score of one hundred (100) points. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentation, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

If the RDA conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

*3.2.1 Adherence to Requirements- Pass/Fail*

Respondents passing this category move to Phase 2 and the proposal is evaluated for Management Assessment/Quality and Price.



The following two (2) categories cannot exceed eighty (80) points.

*3.2.2 Management Assessment/Quality- 45 points*

*3.2.3 Cost- 35 points*

3.2.3.1 In conjunction with review and evaluation of proposals, Cost Proposals will be reviewed and evaluated. The Cost Proposals will be evaluated for adherence to the mandatory form and content requirements, and to ensure that all required forms are provided and signed by a representative of the Respondent's organization with the authority to bind the firm. If a Cost Proposal does not meet all of the mandatory form and content requirements, it may be rejected as non-responsive to the RFP.

3.2.3.2 If a Cost Proposal does not meet all of the mandatory form and content requirements, it may be rejected as non-responsive to the RFP.

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of forty (40) points. The normalization formula is as follows:

$$\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Respondent's Proposal}) \times 35$$

*3.2.4 Minority & Women's Business Subcontractor Commitment)- (20 points)*

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.16 of this RFP. Scoring is conducted based on an assigned point scale. Points will be assigned for MBE and WBE participation in the proposal on a one point per one percent participation basis. A proposal may receive up to fifteen (15) points for MBE participation and up to five (5) points for WBE participation in the proposal. A proposal may receive points for less than fifteen percent (15%) of MBE participation and five percent (5%) of WBE that are eligible for the assignment of points.

**The RDA's Board of Directors or its designee will, in the exercise of its sole discretion, determine which proposal offers the best means of servicing the goals and interests of the RDA. The exercise of this discretion will be final.**

**Attachment A**

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR  
COMMITMENT FORM**

In accordance with IC 36-7.5-2-8, the Respondent is expected to submit with its proposal a MBE/WBE plan. The Form must show that there are MBE/WBE subcontractors participating in the proposed contract. These contractors must be listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms or must be self-certified based on the process outlined on the RDA website.

Failure to meet these goals will affect the evaluation of your Proposal. The RDA reserves the right to verify all information included on the MBE/WBE Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- |  |
|--|
| <ul style="list-style-type: none"><li>• Must be listed on the State of Indiana Department of Administration Directory of Certified Firms or must be Self-Certified based on the process outlined on the RDA website</li><li>• Each firm may only serve as once classification – MBE or WBE</li></ul> |
|--|

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR  
LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the proposal. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The RDA reserves the right to deny evaluation points if the letter(s) is not attached. The RDA will deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

## Attachment B

### PROFESSIONAL SERVICES CONTRACT

#### Contract #

This Contract ("Contract"), entered into by and between \_\_\_\_\_ (the "State") and \_\_\_\_\_ (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:
- 2. Consideration.** The Contractor will be paid at the rate of \_\_\_\_\_ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ \_\_\_\_\_.
- 3. Term.** This Contract shall be effective for a period of \_\_\_\_\_. It shall commence on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_.
- 4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 5. Assignment; Successors.**
  - A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  - B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- 6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit

Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

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

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor 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 Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that

the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in

this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

### **13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **14. Debarment and Suspension.**

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

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract

payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.



B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster 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 or as soon as is reasonably possible under the circumstances 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.

**21. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall

provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

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A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: <https://www.in.gov/idoa/mwbe/pay-audit-system/>. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity. The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**27. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/iot-vendor-engagement/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

**28. Insurance.**

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims

of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**29. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are \_\_\_\_\_

**30. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**31. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**32. Minority and Women's Business Enterprises Compliance.**

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

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A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: <https://www.in.gov/idoa/mwbe/pay-audit-system/>. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**33. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically 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 Contractor 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”). The Contractor 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 State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

B. Notices to the Contractor shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP # \_\_\_\_\_, (4) Contractor’s response to RFP # \_\_\_\_\_, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

**37. Payments.**

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**38. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**39. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

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

**43. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**45. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**46. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**47. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: \_\_\_\_\_



**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge 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 Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: [https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCTS.GBL?](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL?)

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

[Contractor]  
By: \_\_\_\_\_

Northwest Indiana Regional Development Authority  
By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**  
**APPROVED as to Form and Legality:**  
Office of the Attorney General

By: \_\_\_\_\_ (for)  
Indiana Attorney General

\_\_\_\_\_  
RDA Legal Counsel

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
RDA President and CEO

Date: \_\_\_\_\_

**Attachment C**  
**SCOPE OF WORK**

**Statutory Requirement to Do the Feasibility Study:**

**From SEA 434**

**(i) The development authority shall conduct an updated feasibility study related to a potential convention and event center located in Lake County. The development authority shall be reimbursed for the costs of obtaining the updated feasibility study from money in the fund. Budget committee review is not required for reimbursement under this subsection. IC 36-7.5-7-5(i)**

**1.0 Overview**

The Northwest Indiana Regional Development Authority (the “RDA”) undertook, in 2017, a comprehensive study of the feasibility of establishing a convention center in Northwest Indiana, specifically in Lake County. The Indiana General Assembly in 2023 instructed the RDA to update that prior study. The purpose of this RFP is to seek a Contractor to prepare an updated Market Validation and Financial Feasibility Study regarding the establishment of a convention center<sup>1</sup> in Northwestern Indiana with a focus on those factors that have changed in the interim since the prior study was completed. Specifically, the RDA is interested in investigating and studying 1) whether market demand justifies the establishment of a convention center in Northwestern Indiana and, if so, the economic impact the convention center would have on Northwestern Indiana and surrounding areas, and 2) based on the market validation study, what location or locations in Lake County, Indiana would be best suited for establishing the convention center and what facility characteristics or components, e.g. size, design, food/beverage offerings, supporting facilities, etc. are necessary to best position the convention center for financial and operational success. The following Scope of Work (SOW) provides an overview of the feasibility study required by this RFP.

***About the RDA***

The RDA is a quasi-state agency formed in January 2006. The organization is comprised of ten Board members, representing Lake and Porter Counties in Northwest Indiana. [IC 36-7.5 et seq.]

**2.0 Market Validation and Financial Feasibility Study**

The RDA seeks to retain a qualified Respondent to prepare a Market Validation and Financial Feasibility Study that analyzes the efficacy of the establishment of a convention center in Northwestern Indiana. Specifically, the selected Respondent would be required to research and analyze: (a) the market demand for a new convention center in Northwestern Indiana; (b) the

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<sup>1</sup> For purposes of this RFP, “Convention Center” means a building or buildings containing facilities for conferencing, meetings, conventions, commencements, convocations, special entertainment events, product displays, or other displays of industrial or cultural value, which facilities may be used for cultural, governmental, educational, recreational, exhibition or civic purposes.

economic viability of a new convention center in Northwestern Indiana; (c) the economic impact of a new convention center on cities in Northwestern Indiana, including the impact on existing businesses; (d) the location or location(s) in Lake County, Indiana best suited for establishing and supporting the convention center; and (e) the project characteristics and supporting facilities needed to best position the convention center for financial and operational success. The Respondent must demonstrate experience with, and knowledge of, regional convention centers and third-tier destination markets<sup>2</sup>. The feasibility study must include the following information:

1. A comprehensive market analysis to validate the demand for, and viability of, a new convention center to serve Northwestern Indiana and surrounding areas. The components of this analysis should include, but are not limited to:
  - a. A definition and analysis of the competitive market area, including an analysis of the market data, visitor-serving infrastructure, convention industry/tourism trends, economic, demographic, and supply and demand factors associated with this market area.
  - b. A specific analysis of existing meeting and event facilities currently serving conference and convention needs within the competitive market area, and the efficacy and success of such facilities;
  - c. An overview and analysis of selected regional conference and meeting venues in similarly-situated markets that could either be competitive with the proposed convention center or serve as an example for the proposed convention center, and lessons on those venues' successes and failures;
  - d. An identification of user groups that currently host, or wish to host, events (e.g. conventions, trade shows or exhibitions, business meetings, banquets, etc.) in Northwestern Indiana or similarly-situated markets, and the estimated number of existing or potential user groups the proposed convention center could realistically attract from these markets;
  - e. An overview and analysis of convention industry trends in third-tier destination markets; and
  - f. An analysis of the financial viability of a new convention center, including forecasts projecting annual attendance, operating revenues and expenses, annual number of event days, event attendance, and other factors associated with the financial success of the project.
  
2. A comprehensive analysis of the economic impact of a new convention center on cities located within Lake County, Indiana, and surrounding areas. The components of this analysis should include, but are not limited to:
  - a. An analysis of the economic impact (e.g. job creation, expansion of local infrastructure, economic development, revenue generation, stress on local infrastructure, cannibalization of existing businesses, etc.), both positive and negative, on the city or cities recommended for possible location of the new convention center, as well as the economic impact on the cities and other areas surrounding the recommended locations;

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<sup>2</sup> "Third-tier destination" is a designation given to a city based on its size and convention offerings, not the city's quality or costs. Typical characteristics of a "third-tier destination" include: (1) regional airport with less non-stop or direct airlift; (2) largest convention venue generally a single hotel or conference center; (3) convention facilities less than 500,000 gross square feet; (4) attracts a regional drive market; and (5) distinctive leisure travel appeal.

- b. A specific analysis of the economic impact, both positive and negative, on existing businesses located within the city or cities recommended for possible location, as well as the impact on existing businesses in cities and other areas surrounding the recommended locations; and
    - c. An analysis of the economic impact on political subdivisions located within Lake County, Indiana, and an overview of potential funding sources available for construction of the project.
  3. A comprehensive analysis of potential locations in Lake County, Indiana available for establishing the new convention center, and a recommendation of the location or location(s) in Lake County, Indiana best suited for establishing and supporting the convention center. The components of this analysis should include, but are not limited to:
    - a. An analysis and recommendation of potential locations available for establishing the new convention center;
    - b. A ranking of the recommended locations, based on each location's suitability for accommodating a new convention center and availability of visitor friendly services; and
    - c. An analysis of the initial cost associated with establishing the convention center in each location (e.g. the need for additional infrastructure, additional supporting visitor friendly services, hotels, restaurants, the cost of land and labor, etc.).
  4. A comprehensive analysis of the characteristics and components needed to make the new convention center a financial and operational success. The components of this analysis should include, but are not limited to:
    - a. An analysis of what worked and did not work in similarly-situated markets;
    - b. An analysis of existing supporting facilities and the need for additional supporting facilities in the recommended locations; and
    - c. A general recommendation for the project's characteristics, including, size, design, features, components, capabilities, and offerings, needed in order to make the convention center a financial and operational success.
  5. Any additional information a Respondent believes is relevant and valuable to the RDA in considering whether to establish a new convention center in Northwestern Indiana.

**Attachment D**  
**COST PROPOSAL TEMPLATE**

<b><i>Project</i></b>	<b><i>Total Cost</i></b>
<i>Convention Center Feasibility Study</i>	
<i>Enhanced Proposal- Convention Center Feasibility Study</i>	

**Attachment E**

(Form of attachment can be found at <https://www.in.gov/rda/rfprfq/>)

**Attachment F**

(Form of attachment can be found at <https://www.in.gov/rda/rfprfq/>)

**Attachment G**

**Intent to Respond Form**

*While this form is not a mandatory requirement, your timely filing is appreciated.*

**RDA**

**RFP 01-23**

**Feasibility Studies**

Return this form by e-mail to Amy Jakubin at [AJakubin@rda.IN.gov](mailto:AJakubin@rda.IN.gov) no later than **3:00 p.m. Central Time on September 18, 2023.**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Mark **one** of the following:

\_\_\_\_\_ We **do** plan to respond to this RFP with a proposal

\_\_\_\_\_ We **do not** plan to respond to this RFP

Reason if no: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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# Directions

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## **PURDUE TECHNOLOGY CENTER**

9800 CONNECTICUT DRIVE  
CROWN POINT, IN 46307

### **RDA Contact Information:**

(219) 644-3500 (Phone)  
(219) 644-3502 (Fax)

### **Traveling to the Purdue Technology Center of Northwest Indiana**

The Center is located east of Broadway between 93rd and 101st Streets in Merrillville, Indiana, although the center is located within the Merrillville town boundaries, the official mailing address is Crown Point.

*"Local time" to the Center is Central Standard Time (CST) which is identical to Chicago.*

### **DIRECTIONS FROM CHICAGO (APPROX. TRAVEL TIME: 45 MINUTES)**

1. Take I-65 to U.S. 30 W toward Schererville/Merrillville
2. Follow U.S. 30 to Broadway (IN-53) South
3. Travel 2.2 miles on Broadway
4. Turn left onto E. 98th Ave.
5. Drive past the lake and turn right onto Connecticut Dr.
6. Immediately turn right into the parking lot of the center's south side

### **DIRECTIONS FROM INDIANAPOLIS (APPROX. TRAVEL TIME: 2 HOURS 15 MINUTES)**

1. Take I-65 north toward Chicago.
2. Stay on I-65 for approximately 133 miles.
3. Exit at US-231/Exit #247 – turn left (west) toward Crown Point
4. Turn right (north) onto Broadway [IN-53]
5. Travel 2.6 miles on Broadway
6. Turn right onto E. 98th Ave.
7. Drive past the lake and turn right onto Connecticut Dr.
8. Immediately turn right into the parking lot of the center's south side.