

Request for Proposals for Reuse of the Former Indianapolis Fire Department Fire Station No. 23 as a Sustainable, Community Accessible, Creative Enterprise

BACKGROUND INFORMATION AND OVERVIEW

Flanner House of Indianapolis, Inc., a charitable organization under Sections 170(c) and 501(c) (3) of the Internal Revenue Code, has a long and rich history. Flanner House is also the convener of the Northwest Area Quality of Life Plan. In the heart of Indianapolis, the Northwest Area Quality of Life Plan is home to approximately 12,000 residents across 6 square miles with a large portion of geographic community devoted park lands, community neighborhoods.

The organization had its beginning in 1898 when Frank Flanner, a local philanthropist and Caucasian mortician, donated two frame buildings on Rhode Island Street (later changed to Colton St.), which lay in the heart of Lockefield Gardens Housing Project, to the Charity Organization Society with instructions to create a "Negro" community service center. The new organization was christened Flanner Guild. The name was changed to Flanner House in 1912. The Christian Women's Board of Missions purchased four buildings at the corner of West and St. Clair streets in 1918 and moved the organization from its original Rhode Island Street location. Flanner House was incorporated as a not-for-profit organization in 1935. In 1944 a new building was dedicated for the agency at 16th and Missouri streets. This was the agency's home until 1975 when it moved to 2110 N. Illinois St. In the fall of 1979, the organization moved to its present home, the Cleo W. Blackburn Cultural and Educational Center at 2424 Northwestern Ave., now renamed Dr. Martin Luther King, Jr. Street.

Key services offered by Flanner House include the following:

- **Center for Working Families (CWF)** – Funded by the Local Initiatives Support Corporation, Central Indiana Community Foundation, City of Indianapolis and generous individual contributors, this program provides financial emergency assistance, life skills training, job readiness, financial coaching (budgeting, credit, banking etc.), quality child care services, assistance with locating affordable housing and assistance with transportation needs. Center for Working Families is a national program located in many large urban areas across the United States. Site selection is a competitive process.
- **Flanner House Child Development Center (FH CDC)** – The FH CDC was established at Flanner House over 80 years ago. The program is designed to provide quality early childhood education for low income working parents.
- **Flanner House Senior Program** – Flanner House also operates a thriving senior program for low income individuals in our community who are age 60 and above
- **Youth Programs/Before and After School Programs** – Research show that most crimes by youth and adolescents occur immediately after school dismisses. Flanner House provides before and after school programming for a number of area youth.

- **Co-located Programs** – Flanner House is also home to several co-located services. The Indianapolis Marion County Library operates a thriving site within the Flanner House facility. This library site provides services for over 90,000 patrons per year. Flanner House also has an office of the Marion County Prosecutor Child Support Division on site and offers GED programs through the Indianapolis Public Schools.

In 2013 Flanner House became the convener for the Northwest Area Quality of Life Plan, this deep community engagement process brought together more than 3,000 residents and other community stakeholders in this six square mile community to discuss not only what they felt was going wrong in their community, but come together and create community-based solutions to address these concerns. What resulted was more than 100 Action Items around 9 primary community initiatives including:

- Adult Education and Skills Development
- Arts, Parks and Public Spaces
- Community Connections
- Community Safety and Peacebuilding
- Economic Development
- Food Access
- Housing Strategies
- P-12 Education
- Youth Development

Attached please find the Executive Summary (Attachment A), which outlines the overall goals for each section. To view the various activities and items for each Initiative of the Northwest Area Quality of Life Action Plan please visit www.NWQOL.org.

GOAL FOR THIS SOLICITATION

Flanner House of Indianapolis ("FH") is seeking proposals ("Offers") from third parties ("Respondents") interested in entering an agreement for the operation of a CREATIVE ENTERPRISE ("Creative Enterprise") at the Fire Station No. 23, located at 927 Burdsal Parkway, Indianapolis, Indiana ("Premises"). The purpose of the said project is to develop a creative space that is economically sustainable and provides access to creative opportunities for the Northwest Area community. A wide scope is being given to interpret how the enterprise is developed, so long as the space provides access to creative experiences, is open to the community use, sustainable in nature and innovative in its approach. Incorporation of creative placemaking strategies is highly encouraged. The Creative Enterprise is intended to complement the Northwest Area redevelopment efforts and take into consideration the Quality of Life Plan developed by residents.

Proposed Creative Enterprises may include use of approximately 5,100 square feet of indoor space, which must be field verified, as well as outdoor space of approximately 2.74 acres. Architectural drawings of the Fire Station No. 23 and a property description with map are found in Attachments B and C respectively. The project must produce clear positive benefits that are in alignment with the Northwest Area Quality of Life Plan and community redevelopment efforts. Such benefits may include innovative improvements to the physical landscape of the property which increase beautification of the property and overall community; access to

arts, cultural experiences and/or learning opportunities; and/or access to innovative technologies. The Creative Enterprise may include, but is not limited to, visual and performing arts and culture, pop-up retail, teaching and/or maker-space, food incubators, and/or STEM education programs and displays. The successful respondent(s) will be responsible for interior build out, maintenance, security, operations and other expenses associated with the Creative Enterprise.

BUILDING AND SITE LOCATION

Fire Station No. 23 is located at 927 Burdsal Parkway in the Northwest Area Community of Indianapolis, IN. The station sits at the intersection of two important Indianapolis waterways, Fall Creek and the Central Canal. It is also easily accessible and within walking distance from major thoroughways in the city including I-65, Dr. Martin Luther King Jr. Street, 30th Street, 29th Street Parkway, linking it easily to the entire metro region.

Fire Station No. 23 was built in the 1950's and decommissioned in the 1990's. It is currently vacant and has suffered some minor vandalism and condition decline. The facility is owned by Indy Parks and Recreation and all operation must be in compliance with rules and regulations of Indy Parks and Recreation. (See Attachment D)

COMMUNITY EXPECTATIONS

Several community discussions have occurred to receive community input on how residents and community stakeholders would like to see this community treasure redeveloped.

Community expectations include the following:

- The Creative Enterprise should provide the community with increased access to creative expression activities - visual, performing, or both.
- Activities should contribute to the overall increased quality of life for the community.
- The space SHOULD NOT be an exhibition-only space, but should be interactive in nature.
- The space should reflect the cultural heritage of the community.
- The Creative Enterprise must allow for community use and access to its spaces.
- The Creative Enterprise will also be accessible to, and an asset for, the arts and cultural community city-wide and serve as a place for new and innovative collaborations.
- The Creative Enterprise should also be available for use by other arts and cultural organizations, as well as other organizations and individuals for activities and events at negotiated rates, if this type of use fits with the proposed enterprise.
- Northwest Area Community organizations and partners will be given preference with respect to use of the space for activities and events, if rental of spaces are possible for the Creative Enterprise for private events such as weddings, banquets, community meetings, etc.

- Northwest Area Community residents, organizations and partners will receive discounted rates for paid or ticketed programs and events.
- The Creative Enterprise shall produce and present or facilitate the production and presentation of content for the Creative Enterprise, as needed, to help ensure that space offers the public a full and continuous calendar of ongoing programs and events, minimizes periods of inactivity, and generates sufficient revenue to operate the Creative Enterprise in a fiscally responsible and sustainable manner.
- The Creative Enterprise will work with Flanner House and other stakeholders to establish the Creative Enterprise as a vibrant destination in Northwest Area community for local and city-wide residents and visitors.

LEASE TERMS

It is the goal for the Premises to remain a community asset and under the management of Flanner House of Indianapolis as landlord. As such, Flanner House sets forth the following terms for the lease:

- The Creative Enterprise must be at no cost to Flanner House of Indianapolis. Rather, respondents will be required to pay lease fees based on the usage, term and type of programming offered. Any additional fees or costs for infrastructure, including but not limited to security, maintenance, electric, water, and sewage will be incurred by the Respondent, not Flanner House.
- The Premises will be leased in an "AS-IS", "WHERE-IS" condition with all faults, without any representations or warranties. Any initial tenant improvements or subsequent alterations to the Premises must be reviewed and approved by Flanner House, in its sole and absolute discretion.
- All costs, expenses and obligations of every kind and nature whatsoever relating to the use of the Premises shall be paid by the Respondent. Such costs, expenses and obligations include but are not limited to license fees, special security fees and costs, trash removal, landscaping, possessory taxes assessed against the Premises, water and sewer use fees, insurance premiums, utility expenses, and any and all costs of operating, maintaining, repairing or replacing all or any portion of the Premises, including all capital expenditures as well.
- The terms of said lease will be negotiated with the selected Operator/Manger. It is anticipated that the initial lease will be for approximately five to fifteen years, however Respondents are encouraged to consider and present terms that best support their proposals and further support Flanner House mission and the Northwest Area Quality of Life Plan's Initiatives.
- The Creative Enterprise will work with Flanner House and Indy Parks and Recreation to, among other things, finalize the design for the Creative Enterprise, review the anticipated costs associated with its construction develop its operating model, operating budget and governance structure. The Creative Enterprise will be responsible for the operation, maintenance and management of the Creative Enterprise, including all related costs. Flanner House of Indianapolis nor Indy Parks and Recreation will not

provide additional financial support or subsidy to the Creative Enterprise or for its operation.

- Flanner House of Indianapolis and Indy Parks and Recreation will negotiate final terms and conditions based on the totality of the financial and other terms in the Offer.

TIME TABLE

Flanner House of Indianapolis will endeavor to follow the timetable set forth below. However, this timetable is a guideline only and is subject to change at Flanner House's sole discretion.

- **May 27, 2015** Solicitation Issued
- **June 5, 2015** Deadline for Question Submittals (3:00 pm)
- **June 22, 2015** Submission Deadline
- **June 23 - July 10, 2015** Proposal Evaluation
- **July 13, 2015** Selection and Negotiations Begin

GUIDELINES AND REQUIREMENTS

Only Responsive Offers will be evaluated. Flanner House of Indianapolis will determine, in its sole discretion, whether each Offer received in response to this solicitation is a Responsive Offer. A Selection Panel will be established to review and evaluate the Offers. The composition of the Selection Panel will be determined by Flanner House, in its sole discretion. In addition, the Selection Panel may consult with professional outside consultants for technical assistance.

Flanner House of Indianapolis reserves the right, at its discretion, to postpone the date for submission and opening of proposals. Any proposal submitted prior to notice of such postponement may be withdrawn without prejudice.

ALL QUESTIONS, COMMENTS, REQUESTS FOR CLARIFICATION, AND OTHER COMMUNICATIONS REGARDING THIS RFP MUST BE DIRECTED IN WRITING VIA E-MAIL TO BOTH TYRONE CHANDLER AT **TCHANDLER@FLANNERHOUSE.COM** AND LASHAWNDA CROWE STORM AT **LCROWESTORM@FLANNERHOUSE.COM**. CONTACT WITH ANY OTHER PERSON REGARDING THIS SOLICITATION WILL NOT BE HONORED.

All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation. Respondents are required to follow the guidelines and instructions contained in this RFP. In the event it becomes necessary to revise any part of this RFP, revisions will be provided by addenda posted on the Flanner House of Indianapolis website at <http://www.flannerhouse.com> and the Northwest Area Quality of Life Plan website (<http://www.NWQOL.org>).

PROPOSAL FORMATTING

All Offers shall adhere to the following formatting requirements:

- Page Limit: Offers should not exceed twenty-five (25) pages.
- Copies: Respondents should provide three (3) hard copies and one (1) electronic copy on either a USB flash drive or on a CD in searchable PDF or MS Word document, including any and all forms and attachments.
- The cover page of each proposal should state "Fire Station No. 23" and the entire set of proposals should be contained in a sealed package clearly labeled "Fire Station No. 23 Creative Enterprise Redevelopment Project Operator/Manager."
- Sealed proposals must be delivered in hard copy by hand, regular mail or express mail. Proposals sent via facsimile or e-mail transmittal without a hard copy will not be accepted.
- Proposals are due and must be received at the location designated below no later than **3:00 PM Friday, June 19, 2015**. Proposals received after the indicated date and hour and/or at a different location may not be considered at the discretion of Flanner House of Indianapolis. It is the sole responsibility of each Respondent to ensure that its proposal is received before the submission deadline. Respondents shall bear the risk associated with delays in mail, courier services or hand delivery.
- Please note that Respondents must respond to this RFP in order to be eligible to be considered for selection as the Creative Enterprise pursuant to this RFP.

PROPOSAL CONTENT

Proposals should provide a straightforward, complete and concise description of Respondent's capacity to satisfy the requirements of this RFP including a detailed description of the Creative Enterprise, its activities, and how the Creative Enterprise will address the Northwest Area Quality of Life Plan, and how it will engage the community and other area and city-wide cultural user groups. Respondents should also indicate if, and to what extent, the principals and key personnel are Northwest Area Community, City of Indianapolis, Marion County or State of Indiana residents. The narrative should also include the Respondent's approach to operating and managing the Creative Enterprise.

Proposals must include the following, in the order set forth below:

- Cover Letter. A cover letter on the Respondent's letterhead that is signed by an individual with authority to contractually bind the Respondent and that includes the following:
- The full legal name, address and type of legal entity, and jurisdiction in which the entity is formed (if applicable), telephone number and e-mail address of the representative who is authorized to discuss and/or negotiate the proposal.
- A detailed Business Plan highlighting the sustainability of said Creative Enterprise
- Federal Employee Identification Number or Social Security Number.
- Text explaining ownership model (corporate, LLC and/or individual) of proposing entity and all subsidiaries or parent company, if applicable.

- A statement that Respondent is ready, willing and able to engage in the services set forth in the proposal upon execution of contract.

Each narrative response must be accompanied by:

- Business License: A copy of any business licenses applicable to the proposed operation.
- Two most recent years of the Respondent's audited financial statements
- A list of at least 3 References
- A list of similar projects operated or managed by the Respondent, in particular projects that include public/private partnerships and projects that offer community use of premises.
- Financial Offer

Respondents submitting an Offer must submit a financial offer which includes the following components:

- Length of base lease term
- Length of option term (if any),
- Proposed base lease fees, including an annual fee
- An Offer which does not include these components will be deemed unresponsive.

FINANCIAL CAPACITY

Respondents must describe and demonstrate their financial capacity to pay all costs, including, without limitation, rent, the Respondent's portion of build-out costs, furniture, equipment, fixtures, as well as other costs of doing business, such as franchise fees and other business taxes and any necessary licenses, permits or registrations. Successful Respondents will be responsible for permitting fees, additional security costs, set-up/installation costs and clean-up/maintenance costs.

Respondents should provide the following financial statements:

- Federal tax returns for the past two years, if available.
- District, territory or state tax returns for the past two years, if available.
- Certified or audited financial statements for the past two years, if available.

DEADLINE FOR SUBMISSION

The deadline to submit the proposal must be received in house no later than **3 p.m. on June 19, 2015**. Electronic submissions preferred.

Send proposals to:

Flanner House of Indianapolis
ATTN: Tyrone Chandler / LaShawnda Crowe Storm
2424 Dr. Martin Luther King Jr., Street
Indianapolis, IN 46208

SELECTION CRITERIA AND PROCESS

Upon receipt of Offers, the Flanner House will convene a panel comprised of residents, community stakeholders and arts and cultural experts to evaluate the proposals. The Selection Panel will select, in its sole and absolute discretion, multiple, one or no Responsive Offer(s). After the community evaluation portion, Flanner House of Indianapolis in its sole and absolute discretion, may choose to do the following:

- A. Upon completion of the review and selection processes, the selected Respondent(s) will be notified, if any.
- B. Require oral presentations by Respondents to the Selection Panel and/or Northwest Area Community;
- C. Select a short list of Respondents and require additional information from the short-listed Respondents or that they modify their Offers or provide a "Best and Final Offer" for Flanner House and the Selection Committee to review;
- D. Enter into exclusive negotiations with one or more selected Respondent(s) without requesting more detailed information from other Respondents or selecting a short list of Respondents;
- E. Request more detailed information leading to a final Respondent(s) selection; or
- F. Take no action on the Offers received.
- G. If one Respondent is thereby chosen, the parties shall proceed to negotiate final terms consistent with the selected Respondent's proposed terms. If Flanner House of Indianapolis and the selected Respondent are unable to agree on the final agreement within ninety (90) days of the receipt by Respondent of the selection letter, Flanner House, in its absolute and sole discretion, may terminate negotiations and
 - i. select a different Respondent that responded to the solicitation;
 - ii. re-issue the solicitation; or
 - iii. take such other measures as it deems reasonable, appropriate, and/or necessary.

In evaluating qualifications submitted pursuant to this request, Flanner House of Indianapolis places high value on the following factors, not necessarily in order of importance:

- A. Overall organization, completeness, and quality of proposal, including cohesiveness, clarity of response and demonstrated understanding of the Community Expectations and the goals of the Northwest Area Quality of Life Plan.
- B. Relevant qualifications and experience of the proposed management team
- C. Level of success attained with comparable projects
- D. Current financial health and stability
- E. Financial capacity to undertake the Creative Enterprise and remain solvent

F. Organizational Capacity to effectively and efficiently implement said Creative Enterprise

GENERAL CONDITIONS

- A. The issuance of this RFP and the submission of a response by a firm or the acceptance of such a response by Flanner House of Indianapolis does not obligate Flanner House of Indianapolis or Indy Parks and Recreation in any manner. Flanner House of Indianapolis in conjunction with Indy Parks and Recreation reserves the right to:
1. amend, modify or withdraw this RFP;
 2. revise any requirement of this RFP;
 3. require supplemental statements or information from any responsible party;
 4. accept or reject any or all responses hereto;
 5. extend the deadline for submission of responses hereto;
 6. negotiate or hold discussions with any firm and to correct deficient responses which do not conform to the instructions contained herein;
 7. cancel, or reissue in whole or in part, this RFP, if Flanner House of Indianapolis determine in their sole discretion that it is its best interest to do so; and
 8. extend the term of any agreement on terms consistent with this RFP.
- B. Flanner House of Indianapolis may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the responding firm.
- C. All information submitted in response to this RFP will be given to Indy Parks and Recreation to be considered in finalizing the master agreement and would become public record as subject to Indiana's Access to Public Records Act "APRA", which generally mandates the disclosure of documents in the possession of Indy Parks and Recreation upon the request of any person unless the content of the document falls under a specific exemption to disclosure. In addition, all Proposals may be discussed at meetings of the Flanner House of Indianapolis Board of Directors.
- D. No Respondent to this RFP will be selected if an individual who is an owner, shareholder, member, partner, officer or director, or otherwise a principal and/or its management team is determined, in Flanner House of Indianapolis's and Indy Parks and Recreation's sole discretion, to have been convicted of a felony or a crime involving moral turpitude, to be an organized crime figure, to be under indictment or criminal investigation, to be in arrears default of any debt, contract or obligation to or with the City of Indianapolis or the State of Indiana, or any other of their instrumentalities or otherwise to be a prohibited person as defined by Flanner House of Indianapolis. The selected Respondent and all principals thereof, if applicable, and/or owners, shareholders, members, partners, officers or directors of Respondent's team must complete a background questionnaire and are subject to investigation by Flanner House of Indianapolis. The selection of a Respondent may be revoked in the event that any derogatory information is revealed by such investigations.

- E. Flanner House of Indianapolis, Indy Parks and Recreation, as well as the State of Indiana nor any agency thereof shall be liable for any cost incurred by Respondent in the preparation of its proposal to this RFP or, with respect to Respondent, for any work performed prior to the execution and delivery of the Contract. All material submitted in response to this RFP will become the sole property of Flanner House of Indianapolis, which shall be the sole judge of each Respondent's conformity with the requirements of this RFP and of the merits of the proposal. Flanner House of Indianapolis reserves the right, in its sole discretion and subject to applicable law, to: amend, modify or withdraw this RFP; modify the requirement set forth herein; expand, limit or otherwise alter the scope of the requested services; waive any requirements or conditions or modify any provisions of this RFP with respect to one or more Respondents; require supplemental statements and information from any Respondent to this RFP; award a contract to as many or as few or none of the Respondents as Flanner House of Indianapolis may select; award a contract to entities that have not responded to this RFP; extend the deadline for submission of proposals; negotiate or hold discussion with one or more Respondent; correct deficient proposals that do not completely conform to this RFP; and reject any or all proposals and to cancel this RFP, in whole or in part, for any reason or no reason. Flanner House of Indianapolis may exercise any such rights at any time, without notice or liability to any Respondent or other parties for costs, expenses, or other obligations incurred in preparation of a proposal or otherwise.
- F. Any waiver or modifications to this RFP must be issued in writing by Flanner House of Indianapolis. Nothing stated at any time by any representative of Flanner House of Indianapolis, the State, and the City or of any other entity shall effect a change in, or constitute a modification to this RFP unless confirmed in writing by Flanner House of Indianapolis. Respondents may request clarification by e-mail to Flanner House of Indianapolis prior to the submission deadline. Any such clarification from Flanner House of Indianapolis must be in writing in order to be binding on Flanner House of Indianapolis.
- G. Flanner House of Indianapolis is not obligated to pay any costs, expenses, damages or losses incurred by any Respondent at any time unless Flanner House of Indianapolis has first expressly agreed to do so in writing. Flanner House of Indianapolis shall not be obligated to pay any fee, cost, or expense for brokerage commissions or finder's fees with respect to the execution of the Contract. It shall be a condition of any contract that Respondent agree to pay the commission or other compensation due to any broker or finder in connection with the transaction, and to indemnify and hold harmless the State and Flanner House of Indianapolis from any obligation, liability, cost or expense incurred by it or them as a result of any claim for commission or compensation brought by any broker or finder by reason of the transaction.

The Creative Enterprise is obligated for the build out of Fire Station No. 23. The build out will include the completion of all interior construction and finishes, mechanical, engineering and plumbing ("MEP") systems and furnishing and installation of specialty furniture, fixtures and equipment ("FF&E") and controls required by the performance/rehearsal spaces, however designs are still underway. The Creative Enterprise is expected to cover all expenses.

RESERVATION OF RIGHTS AND MISCELLANEOUS PROVISIONS

Change in Respondent Information

If information provided in a submission changes (e.g., change or addition to any of the Respondent's team members or new financial information), the Respondent shall provide updated information in the same format for the appropriate section of the solicitation and Flanner House of Indianapolis may consider the modified submission.

Ownership and Use of Submissions

All submissions shall be the property of Flanner House. Flanner House of Indianapolis may use any and all ideas in any submission, whether the submission is selected or rejected. No Respondent shall be entitled to compensation or reimbursement of costs in connection with its submission of an Offer in response to this solicitation.

Further Efforts

Flanner House of Indianapolis may request that Respondents clarify their submissions and/or submit additional information pertaining to their submissions. Flanner House of Indianapolis may request best and final submissions from any Respondent and/or request an oral presentation from any Respondent.

Restricted Communications

Upon release of this solicitation and until the end of the notification period set forth in Section 5, above, potential Respondents shall not communicate with Flanner House, or other Flanner House staff about the solicitation or issues related to the solicitation except as authorized in this solicitation or in public meetings called in connection with this solicitation.

Non-Liability

By participating in the solicitation process, the Respondent agrees to hold Flanner House, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this solicitation.

Brokers and Brokerage Fees

Respondent will be responsible and shall pay for any and all commission or fees due to Respondent's broker, if any, pursuant to a separate agreement. Flanner House of Indianapolis does not offer, nor will it provide any broker compensation, commission or fee.

Selection Non-Binding

The selection by Flanner House of Indianapolis of a Respondent does not constitute a commitment by Flanner House of Indianapolis to execute a final agreement or contract with the Respondent.

Predevelopment and Development Costs

- Respondents should draw independent conclusions concerning conditions that may affect the methods or cost of project development and execution.
- Respondents shall be solely responsible for all pre-development (including site clean-up and due diligence studies such as traffic, environmental, storm water management, historic preservation reviews, and other site preparations) and project development costs.

- Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, including, without limitation. Flanner House of Indianapolis will not waive or abate any Flanner House fees.

NO CONFLICTS OF INTEREST

By submitting an Offer, the Respondent represents and warrants the following to:

1. The compensation to be requested, offered, paid to or received by Flanner House of Indianapolis in connection with this solicitation has been developed and provided independently and without consultation, communication or other interaction with any other competitor for the purpose of restricting competition related to this solicitation or otherwise.
2. No person or entity employed by Flanner House or otherwise involved in preparing this solicitation on behalf of Flanner House (i) is affiliated with or employed by or has any financial interest in any potential Respondent, (ii) has provided any assistance to potential Respondent in responding to this solicitation, or (iii) will benefit financially if any Respondent is selected in response to this solicitation.
3. The Respondent has not offered or given to any Flanner House officer or employee any gratuity or anything of value intended to obtain favorable treatment under this solicitation or any other solicitation or other contract, and Respondent has not taken any action to induce any Flanner House officer or employee to violate the rules of ethics governing Flanner House of Indianapolis and its employees. Respondent has not and shall not offer, give or agree to give anything of value either to Flanner House of Indianapolis or any of its employees, agents, job shoppers, consultants, managers or other person or firm representing Flanner House, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this solicitation. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this solicitation, if any, or any other contract with Flanner House), etc., which might tend to obligate a Flanner House employee to Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include work or services rendered pursuant to any other valid Flanner House contract.

NON-DISCRIMINATION / CONTRACTOR AND SUPPLIER DIVERSITY GOALS

The Respondent shall be required to utilize Minorities and Women in its overall workforce totaling no less than 20% and 10%, respectively, as well as institute a local hire policy for individuals from Northwest Area QOL defined boundaries. Flanner House of Indianapolis, Indy Parks and Recreation will work with the Respondent to finalize a plan of action around the diversity goals.