



EXECUTIVE DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

RECEIVED

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

JUN 19 2019

TAM

IDA CONTRACTS

1. EDS Number: A75-9-19-001	2. Date prepared: June 10, 2019
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment # _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 48691-10000.581040	5. Account Name: Underground Plant Protection Account
6. Total amount this action: 205,000	7. New contract total: 205,000
8. Revenue generated this action: 0	9. Revenue generated total contract: 0
10. New total amount for each fiscal year:	
Year <u>2019</u> \$ <u>205,000</u>	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 06/10/2019	12. To (month, day, year): 08/19/2019
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated	<input checked="" type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 8-1-26

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) N
Sponsorship of the "Midway."

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

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

40. Agency fiscal officer or representative approval 	41. Date Approved 6/10/19	42. Budget agency approval 	43. Date Approved 7/1/19
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION

14. Name of agency: Utility Regulatory Commission	15. Requisition Number:
16. Address: 101 West Washington Street, Suite 1500E Indianapolis, Indiana 46204-3407	

AGENCY CONTACT INFORMATION

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

COURIER INFORMATION

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

VENDOR INFORMATION

23. Vendor ID Number: 0000055185	
24. Name: Indiana State Fair Commission	25. Telephone #: 317-927-7500
26. Address: 1202 East 38th Street, Suite X Indianapolis, Indiana 46205-2898	
27. E-mail address: rcoffey@indianastatefair.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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BOX #	The EDS number is constructed by combining the agency identification number, the fiscal year, and the last section is assigned by your agency as a unique identifier. MUST BE COMPLETED.
1	
2	Enter the date the EDS is being prepared for routing.
3	Place a check mark by the appropriate type of agreement being routed. If the agreement is a renewal or amendment please insert the sequence number (<i>i.e. renewal #1, amendment #2</i>)
4 & 5	Enter the account number and account name that will fund this agreement.
6	Enter the dollar amount of the agreement being routed.
7	Enter the total dollar amount of the entire agreement (<i>i.e. original contract amount plus any renewals/amendments.</i>).
8	THIS ONLY APPLIES TO MONEY BEING RECEIVED BY THE STATE. Enter the amount of money being received by the agency from this agreement.
9	Enter the total dollar amount of money being received by the State for the entire agreement (<i>i.e. original contract amount plus any renewals/amendments</i>).
10	This box must be completed if a contract crosses fiscal years. Indicate the amount of funding for each appropriate fiscal year. Example: A contract starting in fiscal year 2001 and being completed in fiscal year 2002 would have 2001 with a dollar amount and 2002 with a dollar amount. Ensure that the dollar amounts listed in this box will be equal to the dollar amount for the entire agreement.
11 & 12	Enter the date the agreement will begin and end. If this date is determined by the date of the last signatory, enter an estimated date. THERE MUST BE DATES ENTERED.
13	Check the method used to select the contractor for this agreement. If a special procurement was used, you must attach an approval letter. If no solicitation occurred for contracts in the amount of \$75,000 and over, you must attach a letter of justification.
14 & 16	Enter name and address of agency requesting contract.
15	Enter a requisition number ONLY if your agency is attaching a requisition to the contract during signature cycle.
17, 18, & 19	Enter the name, telephone number and e-mail address of the individual in your agency to contact with questions about the attached agreement.
20, 21, & 22	Enter the name, telephone number and e-mail address of the individual responsible for routing this agreement.
23	Enter the Vendor ID. THIS AREA MUST BE FILLED IN TO PROCESS THE AGREEMENT.
24, 25, 26, & 27	Enter the name, telephone number, address and e-mail address of the contractor involved with the agreement. Enter the information necessary for your agency, only the name is vital for contract processing.
28	If your contractor is a corporation and the address is outside of the State of Indiana, they must be registered with the Secretary of State's office to do business with the State of Indiana. (IC 23-17-26 & IC 23-1-49-1 & IC 5-22-16-4)
29, 30 31 & 32	Check "NO" unless a minority, women, or IN-Veteran owns 51% or more of a company. If 51% or more of the company is owned, a 100% should be entered in the percentage space. If a sub-contractor is minority, women, or IN-Veteran owned, the percentage of the dollar amount of the contract performed by the sub-contractor should be entered in the percentage space.
33 & 34	Self-explanatory: Check the appropriate answer for each question.
35	Check this box if this agreement must be submitted to IOT for approval.
36	Cite applicable Indiana or Federal codes that apply to this agreement.
37	Insert a brief description of the work included in the agreement and why the state should spend the money.
38	Enter the manner of source selection. If a formal RFP were used merely, enter the RFP number. If no formal process were used, enter how your agency chose the vendor and how you determined the price offered to be reasonable.
39	If your agreement is being placed in the signature cycle more than 30 days after the agreement has started, enter an explanation as to why. (<i>i.e. start date 7/1/01 put in to signature cycle on 8/5/01</i>)
40 & 41	The agency fiscal officer should initial and date this box.



Indiana State Fair Commission

2019 Indiana State Fair

Sponsorship Contract

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

Contract Number	A75-9-19-001
Issue Date	January 24, 2019
<u>"Sponsor 1"</u>	Indiana Utility Regulatory Commission
Address	101 W. Washington Street Suite 1500 East
City, State, Zip Code	Indianapolis, IN 46204
Primary Contact	Miller, Darby
Phone Number	(317) 234-5157
Email Address	DarbMiller@urc.in.gov
<u>"Sponsor 2"</u>	Indiana 811
Address	1433 Holey Moley Way
City, State, Zip Code	Greenwood, IN 46143
Primary Contact	Justin Sell
Phone Number	(317) 893-1402
Email Address	jsell@usa811.org
Commission Contact & Title	Rac Coffey, Director of Sponsorships
Email Address	rcoffey@indianastatefair.com
<u>"Attachment A"</u>	Sponsorship Code of Conduct
<u>"Attachment B"</u>	Commission's Responsibilities
<u>"Attachment C"</u>	Sponsor's Responsibilities
Sponsorship Description	Presenting Sponsor of the "Midway."
Contract " <u>Term</u> "	This Contract shall commence upon full signature execution and shall expire August 18, 2019.
<u>"Consideration"</u>	<p>The Sponsor shall pay the Commission in accordance with the rates/prices set forth in Attachment C.</p> <ul style="list-style-type: none"> • Sponsor 1 shall pay the Commission \$175,000.00 on or before September 30, 2019; • Sponsor 2 shall pay the Commission \$30,000.00 on or before September 30, 2019.

1. **Assignment: Successors**

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

2. **Authority to Bind**

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

3. **Compliance with Laws**

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

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

4. **Complete Agreement**

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

5. Drug-Free Workplace Certification

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

6. Force Majeure

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

7. Governing Laws

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

8. Indemnification

Deleted by mutual agreement of the Parties.

9. Independent Contractor

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

10. Insurance

Deleted by mutual agreement of the Parties.

11. Nondiscrimination

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

12. Notice to Parties

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

Notices to the Commission shall be sent to:

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

Notices to the Sponsor shall be sent to:

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

For Sponsor 1, a copy shall be sent to:

For payment notices and invoices:
Mary Becerra
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

For legal notices:
Beth E. Heline, General Counsel
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

13. Penalties/Interest/Attorney’s Fees

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

14. Severability

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

15. Taxes

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

16. Termination for Convenience

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

17. Termination for Default

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

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

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

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

18. Trademarks

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

19. Waiver of Rights

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

20. Work Standards

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

Remainder of this page is intentionally blank.

Non-Collusion and Acceptance

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

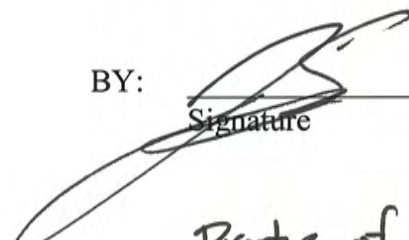
The parties having read and understanding the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

For the Indiana Utility Regulatory Commission (Sponsor 1):

BY:  _____ Date 6-10-19

James F. Huston, Chairman

For Indiana 811 (Sponsor 2):


BY:  _____ Date 5/14/19

Signature

Director of Operations _____

Title

For the Indiana State Fair Commission:

BY:  _____ for 4/30/19

Cynthia C. Hoye, Executive Director

Date

For the Indiana Department of Administration:

BY:  for 6/25/17
Lesley Crane, Commissioner Date

For the State Budget Agency:

BY:  for 7/1/19
Jason Dudich, Director Date

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 25, 2018.
FA 18-47*

Code of Conduct

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

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

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

ATTACHMENT B

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

1. **Presenting sponsorship of the “Midway”** to be branded and promoted as: *“Midway presented by 811”* all 17 days of the 2019 Indiana State Fair. *(Note: This deal point includes Sponsor of “Fast Pass” and “Wristbands.” Final details to be mutually agreed upon between the Commission, Mid Company, and Sponsor.)*
2. **Signage** for the *“Midway presented by 811”* during the 2019 Indiana State Fair:
 - a) Two (2) large signs – one sign placed at each entrance of the venue.
 - b) Inclusion on *“811 Midway”* flags located throughout the venue.
 - c) Concrete graphic adhesive images located throughout the venue footprint.
 - d) Commission, Midway Company, and Sponsor to mutually agree on all artwork designs.
 - e) Commission and Midway Company to determine final specs, material, and location of all signage located throughout the venue.
3. **Sponsor of eighty (80) “Hand Sanitizer Stations”** all 17 days of the 2019 Indiana State Fair:
 - a) Final location of hand sanitizer stations is to be determined by the Commission.
 - b) Sponsor to provide updated artwork to the Commission by the requested date.
4. **Forty (40) Skyride carts** to be branded with Sponsor branding:
 - a) Sponsor has the option to provide new artwork.
 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.
5. **Title Sponsorship one (1) “Indiana State Fair Shuttle”** during the 2019 Indiana State Fair:
 - a) Shuttle to be in rotation all 17 days of the Fair.
 - b) The shuttle will include: one (1) three-cart shuttle for a total of **six (6) promotional advertising signs**.
 - c) Commission will receive three-and-a-half-feet feet of space for promotional advertising.
 - d) Final specifications are to be determined by the Commission.
 - e) Sponsor to send artwork to the Commission in an .eps or .ai format.
 - f) Artwork is due to the Commission by **Monday, June 3, 2019.**
 - g) Commission is responsible for all costs associated with production and installation of signage.

6. **Inclusion on the 2019 Indiana State Fair Website:**
 - a. On the Corporate Sponsors' Logo Section with scroll-over script and Sponsor URL.
 - b. On the Indiana State Fair Map.
 - c. On all relevant sections mentioning the "*Midway presented by 811.*"

7. **Inclusion on the 2019 Indiana State Fair Programs:**
 - a. On the Indiana State Fair Map.
 - b. On all relevant sections mentioning the "*Midway presented by 811.*"

8. **Inclusion on the 2019 Indiana State Fair Daily Gate Sheets:**
 - a. On the Indiana State Fair Map.
 - b. On all relevant sections mentioning the "*Midway presented by 811.*"

9. Option to use the 2019 **Indiana State Fair Logo** on advertising and publicity materials (excluding any sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.

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

11. **Hospitality Package:**
 - a) Three-Hundred (300) Indiana State Fair Admission Tickets. Sponsor 1 will receive 250 tickets; Sponsor 2 will receive 50 tickets.
 - b) Eight (8) Indiana State Fair Infield Parking Passes. Sponsor 1 will receive 6 passes; Sponsor 2 will receive 2 passes.

NOTE: *The Sponsor is responsible for sending all tickets and parking passes to the appropriate on-site representatives prior to the first day of the Fair or on-site staffing dates. All on-site booth workers must have an admission ticket to enter the Fairgrounds each day. If tickets and/or parking passes are not distributed by the Sponsor, they can be purchased at the gates.*

ATTACHMENT C

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

1. Participate as the **title sponsor of the “Midway”** to be branded and promoted as: *“Midway presented by 811”* all 17 days of the 2019 Indiana State Fair. *(Note: This deal point includes Sponsor of “Fast Pass” and “Wristbands.” Final details to be mutually agreed upon between the Commission, Mid Company, and Sponsor.)*
2. **Sponsor of eighty (80) “Hand Sanitizer Stations”** all 17 days of the 2019 Indiana State Fair:
 - a) Final location of hand sanitizer stations is to be determined by the Commission.
 - b) Sponsor to provide updated artwork to the Commission by the requested date.
3. **Forty (40) Skyride carts** to be branded with Sponsor branding:
 - a) Sponsor has the option to provide new artwork.
 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.
4. Participate as the **title Sponsorship one (1) “Indiana State Fair Shuttle”** during the 2019 Indiana State Fair:
 - a) Shuttle to be in rotation all 17 days of the Fair.
 - b) The shuttle will include: one (1) three-cart shuttle for a total of **six (6) promotional advertising signs**.
 - c) Commission will receive three-and-a-half-feet feet of space for promotional advertising.
 - d) Final specifications are to be determined by the Commission.
 - e) Sponsor to send artwork to the Commission in an .eps or .ai format.
 - f) Artwork is due to the Commission by **Monday, June 3, 2019**.
 - g) Commission is responsible for all costs associated with production and installation of signage.
5. *(Optional)* Use the 2019 **Indiana State Fair Logo** on advertising and publicity materials (excluding any sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.

6. *(Optional)* Participate in all **relevant social media content** in accordance with the Commission's social media guidelines as listed below:
- a) Sponsor is free to tag the Indiana State Fair on Facebook @indystatefair (<https://www.facebook.com/IndianaStateFair>). These posts should pertain specifically to the Indiana State Fair. The Indiana State Fair holds the right to remove any tag that does not align with the Indiana State Fair Commission Brand Standards.
 - b) Sponsor is encouraged to include #instatefair or @indystatefair in their posts on Twitter (<https://twitter.com/indystatefair>) and Instagram (<https://www.instagram.com/indystatefair/>).
 - c) Commission to approve all Sponsor produced content before it is posted on any social media platform.
 - d) Contact your Indiana State Fair representative to discuss further social media engagement opportunities.
7. Pay a total fee ("**Sponsorship Fee**") of \$205,000:
- a) Commission to invoice Indiana Utility Regulatory Commission for \$175,000 of total sponsorship fee.
 - b) Commission to invoice Indiana 811 for \$30,000 of total sponsorship fee.
 - c) Full sponsorship payment is due September 30, 2019.

The rest of this page was left blank intentionally.



Good Morning LISA COHRAN

Monday, June 10, 2019



CLEARANCE CERTIFICATE REQUEST

FEIN:

The good standing certificate has passed.

Multiple Accounts:

Good Standing Certificate

Account Details

Other

Request Clearance Cert.

1, 2, 3, 4, 5

Request Date	Request UserID	Type	Last Payroll Date	Dissolution Date	Status	Status Reason	
06/10/2019	LCOHRAN	Good Standing			Passed		<input type="button" value="Image"/>
06/10/2019	LCOHRAN	Good Standing			Passed		<input type="button" value="Image"/>
05/03/2019	LCOHRAN	Good Standing			Passed		<input type="button" value="Image"/>
03/20/2019	LCOHRAN	Good Standing			Passed		<input type="button" value="Image"/>
03/07/2019	LCOHRAN	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
12/13/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
12/11/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
12/07/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
12/06/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
11/30/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
11/28/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
11/26/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
11/16/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>
11/13/2018	AMOSCHELL	Good Standing			Failed	Liability Due	<input type="button" value="Image"/>

Tax UIM01.26.3 20190508 23:50



INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT
10 N. SENATE AVE. SE 202
INDIANAPOLIS, IN 46204-2277

CONFIDENTIAL RECORD PURSUANT TO IC 4-1-6, IC 22-4-19-6



TCRT06011



03/21/2019

INDIANA STATE FAIR COMMISSION
1202 E 38TH ST STE X
INDIANAPOLIS IN 46205-2898

Re: FEIN: 35-6001665

This letter is in response to your request for a Letter of Good Standing from the Indiana Department of Workforce Development.

The FEIN is current for Unemployment Insurance taxes through the 4th quarter of 2018. Therefore, of Letter of Good Standing is issued.

Please note this is not a personal liability clearance in accordance with Indiana Code 22-4-32-23.

Should you have any questions regarding this matter please contact the department at (317) 232-7487.

Sincerely,

Beverly Korobkin, Supervisor
Collection Enforcement Unit



92291654

133084

35-6001665

(1)

REQUEST ID	CLEARING AGENCY	REQUESTING AGENCY	REQUESTED DATE	FEDERAL ID	COMPANY NAME	CLEARANCE RESULT	PROCESS DATE	COMPANY NAME ON FILE	DBA NAME
244703	DOR	200	5/3/2019	356001665	Indiana State Fair	CLEARED	5/3/2019	INDIANA STATE FAIRGROUNDS EVENT CENTER	

From: [Miller, Darby R](#)
To: [Poon, DeAnna](#)
Subject: FW: IURC media amendment request for 2019 Indiana State Fair
Date: Monday, April 29, 2019 10:51:47 AM

State fair approval!

Darby Reagan Miller
Underground Plant Protection Account (UPPA) Program Manager
Indiana Utility Regulatory Commission (IURC)
101 W. Washington St., Suite 1500 East
Indianapolis, IN 46204
Office: (317) 234-5157
Email: DarbMiller@urc.in.gov

From: Arango, Courtney
Sent: Monday, April 29, 2019 10:51 AM
To: Miller, Darby R <DarbMiller@urc.IN.gov>
Cc: Hadley, Ryan E <RHadley@urc.IN.gov>; Jackson, Sharon <ShJackson@gov.IN.gov>; Hodgkin, Stephanie (URC) <SteHodgin@urc.IN.gov>
Subject: RE: IURC media amendment request for 2019 Indiana State Fair

Hello,

Per our discussion last week, [this is approved](#). Please work with Stephanie Hodgkin to ensure Sharon Smith (ISF media) provides ample opportunity for earned media.

Thank you,
Courtney

Courtney Arango

Communications Director

Office of Governor Eric J. Holcomb

Cell: 317-914-3787

Follow Governor Eric Holcomb on [Twitter](#), [Facebook](#), & [Instagram](#)

From: Miller, Darby R
Sent: Thursday, February 28, 2019 1:30 PM
To: Arango, Courtney <CArango1@gov.IN.gov>; OMB Communications <OMBCommunications@sba.IN.gov>
Cc: Heater, Ryan J <RyHeater@urc.IN.gov>; Hadley, Ryan E <RHadley@urc.IN.gov>; Poon, DeAnna <DPoon@urc.IN.gov>; Jackson, Sharon <ShJackson@gov.IN.gov>
Subject: IURC media amendment request for 2019 Indiana State Fair

Please find attached a request for approval of a media purchase for the Indiana State Fair for the Indiana Utility Regulatory Commission's Underground Plant Protection Account fund. A brief summary can be found below.

The IURC intends to sponsor three aspects of the 2019 Indiana State Fair. This will be the IURC's third year sponsoring the Indiana State Fair after successful sponsorship in 2017 and 2018. The sponsorship would include:

- 1) Indiana State Fair Midway – 314,000 square foot area offering a variety of food, games, and entertainment options visited by an average of 400,000 people while running the full 17 days of the Indiana State Fair. The Indiana State Fair Commission guarantees a minimum of \$100,000 in earned and paid media focused on the Midway and its sponsor before and during the 2019 Indiana State Fair. Midway marketing includes: millions of social media impressions from the Indiana State Fair social media, floor clings, ridge signage, flags, banners, tram signage, entry gate signage, branded "fast pass" wristbands, ticket booth signage, 300,000 daily gate sheets, interactive safety display placement, and other miscellaneous marketing pieces.
- 2) SkyRide – the IURC will again sponsor 40 carts (50% of the available carts) on the SkyRide feature. These carts provide the opportunity for safety messages to be placed on the carts' backs and underneath. The SkyRide travels the length of the fair's main thoroughfare at a height of approximately 40 feet. The SkyRide was, in 2017 and 2018, the most popular ride at the Indiana State Fair. The attraction will once again run constantly during the full duration of the State Fair. – 2018 photo samples attached.
- 3) Hand Sanitizer Stations – The IURC will sponsor 80 hand sanitizer stations (all sanitizers) placed throughout the fair. These stations will again be focused on the popular food and animal areas – some of the highest traffic spots at the fair. The stations will have full front graphics for utility safety messages. In 2018, the hand sanitizers had an estimated 550,000 uses during the two plus weeks of the fair. The estimate is based on the refill rates of the hand sanitizer stations. These stations continue to be an excellent venue for reminding the nearly 1 million state fair attendees about the value of utility safety and safe digging while providing an important convenience.

Indiana Code chapter 8-1-26 requires the IURC to administer a dedicated fund called the Underground Plant Protection Account (UPPA), which is focused on protecting underground utilities with the funds collected in the UPPA. The funds come from civil penalties assessed through Indiana Code chapter 8-1-26 and are statutorily required to be reinvested into public awareness, training and education, and incentive programs. The Indiana State Fair brings nearly 1 million Indiana residents to the fairgrounds and is an ideal time and location within digging season to promote underground utility safety. Raising public awareness and decreasing damages in Indiana are two strategic goals of the Underground Plant Protection Account (UPPA) fund.

Attached please find the IURC communications amendment form, photo samples, and the Indiana State Fair offer that includes the \$100,000 minimum media exposure.

Please let me know if you have any questions or need additional information.

Thank you,

Darby Reagan Miller
Underground Plant Protection Account (UPPA) Program Manager
Indiana Utility Regulatory Commission (IURC)
101 W. Washington St., Suite 1500 East
Indianapolis, IN 46204
Office: (317) 234-5157
Email: DarbMiller@urc.in.gov

From: [Miller, Darby R](#)
To: [Arango, Courtney](#); [OMB Communications](#)
Cc: [Heater, Ryan J](#); [Hadley, Ryan E](#); [Poon, DeAnna](#); [Jackson, Sharon](#)
Subject: IURC media amendment request for 2019 Indiana State Fair
Date: Thursday, February 28, 2019 1:30:06 PM
Attachments: [Indiana State Fair 2019 Comm Amendment.pdf](#)
[IURC 811 Midway \(002\).pdf](#)
[DSCN0005.JPG](#)
[DSCN0014.JPG](#)
[DSCN0021.JPG](#)
[7614za_5916.jpg](#)

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residents to the fairgrounds and is an ideal time and location within digging season to promote underground utility safety. Raising public awareness and decreasing damages in Indiana are two strategic goals of the Underground Plant Protection Account (UPPA) fund.

Attached please find the IURC communications amendment form, photo samples, and the Indiana State Fair offer that includes the \$100,000 minimum media exposure.

Please let me know if you have any questions or need additional information.

Thank you,

Darby Reagan Miller
Underground Plant Protection Account (UPPA) Program Manager
Indiana Utility Regulatory Commission (IURC)
101 W. Washington St., Suite 1500 East
Indianapolis, IN 46204
Office: (317) 234-5157
Email: DarbMiller@urc.in.gov

From: [IDOA Special Procurement Requests](#)
To: [Poon, DeAnna; IDOA Special Procurement Requests](#)
Cc: [Becerra, Mary](#)
Subject: RE: special procurement request - IURC/State Fair 2019
Date: Tuesday, April 30, 2019 9:56:23 AM
Attachments: [Special Procurement Request Form State Fair 2019.pdf](#)
[FW IURC media amendment request for 2019 Indiana State Fair.msg](#)

This special procurement request is approved by IDOA. This email serves as your approval and should be kept in the contract file along with pertinent special procurement documents. It should also route with your contract (including clearance checks) for signatures to show valid procurement method utilized.

Unless you have any other questions, this request is complete. Have a great day.

Thanks,

Eric Klinefelter
Director of Account Management and Sourcing Operations
Indiana Department of Administration

402 W. Washington Street W468
Indianapolis, IN 46204
P: 317.232.1796 F: 317-232-3011
EKlinefelter@idoa.IN.gov

From: Poon, DeAnna
Sent: Thursday, March 21, 2019 3:04 PM
To: IDOA Special Procurement Requests <idoaspecprocreq@idoa.IN.gov>
Cc: Becerra, Mary <mbecerra@urc.IN.gov>
Subject: special procurement request - IURC/State Fair 2019

Attached please find a special procurement request and the related clearances. As this contract is media-related, we have also sent a media request to OMB Communications on February 28, 2019. We have not yet received a response, but we anticipate approval based on approval the prior two years for similar contracts.

Thank you,

DeAnna L. Poon
Assistant General Counsel
Indiana Utility Regulatory Commission
(317) 232-6735
Dpoon@urc.in.gov



REQUEST FOR SPECIAL PROCUREMENT

State Form 54650 (R / 1-15)
INDIANA DEPARTMENT OF ADMINISTRATION

E-mail this completed form to the IDOA Procurement Division at idoaspecprocreq@idoa.in.gov.

- 1) 03/04/2019
- 2) Indiana Utility Regulatory Commission
DeAnna L. Poon, Assistant General Counsel
(317) 232-6753, dpoon@urc.in.gov
- 3) Relevant Indiana Code (per 5-22-10): IC 5-22-10-13, there is only one source for the supply.
Value of Proposed Contract or Purchase: \$175,000
Recommended Vendor: Indiana State Fair Commission

Detailed Justification that Validates Special Purchasing Method

IC 8-1-26-24 requires the IURC to provide public outreach, training, and incentive programs focused on protecting underground utilities with the funds collected in the Underground Plant Protection Account (UPPA).

Sole source acquisition is the only option as the Indiana State Fair Commission owns exclusive rights to Indiana State Fair marketing. A single quote was obtained as the Indiana State Fair is the only vendor available for this product. All Indiana State Fair marketing; including signage, social media, radio, TV, and any other sponsor items, are exclusively controlled by the Indiana State Fair Commission.

The Indiana Utility Regulatory Commission (IURC) will also be receiving assistance from Indiana 811. IN811 will be contributing \$30,000 to the cost of the \$205,000 sponsorship.

- 4) Describe the product/services the vendor will provide (note if it is state or federally mandated) and explain why this meets the special purchasing method listed above.
The IURC is required by IC 8-1-26-24(a)(1) to provide public outreach regarding safety and protection of underground utility facilities and use of the Indiana 811 system. Under the sponsorship contract, the IURC will receive:
 - title sponsorship at the 2019 Indiana State Fair of:
 - 80 hand sanitizer stations (estimated uses: 550,000)
 - 40 signs (50% of seats) on the Fair's most popular ride, the Skyride (estimated uses: 80,000)
 - The 314,000 sq. ft Midway, including signs, ground clings, flags, wrist bands, tram signage
 - Mentions on the Fair's social media and the right to tag the IURC in Fair-related social media

The Midway sponsorship is valued at \$100,000 in media promotion and estimated to reach 400,000 people. Social media will result in millions of impressions.

- 5) Detail the research performed to determine this product/service is the best solution for the state.
The IURC seeks opportunities to comply with the public awareness requirements of IC 8-1-26-24. An internal committee meets monthly to discuss proper public awareness projects. In 2017 and 2018, the committee supported an Indiana State Fair sponsorship and the IDOA approved the related special procurements.

The Indiana State Fair brings in nearly one million people annually who are an appropriate audience for a homeowner-focused, safe digging message campaign.

6) Provide all vendors' names and quotes and describe why this vendor was chosen.

- | | |
|----------------------------------|------------------------|
| 1. Indiana State Fair Commission | Total Price \$ 175,000 |
| 2. | Total Price \$ |
| 3. | Total Price \$ |

6a) If less than three quotes were obtained; explain why the price is fair and reasonable under the circumstances.

Fewer than three quotes were obtained due to the sole source nature of the Indiana State Fair. The Indiana State Fair Commission gives the IURC a 15% discount as a repeat vendor (as noted above, the IDOA approved a special procurement request and the IURC was a sponsor in 2017 and 2018). The IURC partners with Indiana 811, the state's sole one call service. Indiana 811 provides \$30,000 towards the total cost of the Indiana State Fair sponsorship's \$205,000 total cost.

Approved By:

Mary Becerra
Head Procurement Agent
Date: 3/11/19
(month, day, year)

Department of Administration
Date: _____
(month, day, year)

State Budget Agency
Date: _____
(month, day, year)

Information Technology
Date: _____
(month, day, year)