



# Request for Proposals Lease/Use of Loeb Stadium



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## **Section 1: Introduction**

The City of Lafayette Board of Parks & Recreation (the “Parks Board”) and the City of Lafayette (the “City”) request proposals for a lease or use of Loeb Stadium (“Stadium”). The City and the Parks Board are requesting two alternate types of bids as set forth in this Request for Proposals. Alternate 1 would be a proposal for the use of the Stadium for purposes of an appropriate baseball team to operate/play full time in Loeb Stadium. Alternate 2 would be a proposal for the use of the Stadium for an appropriate baseball team to operate/play in Loeb Stadium full time and also for the overall programming, marketing, scheduling, operation, maintenance, and management of non-baseball events at the Stadium.

The arrangements contemplated under each alternate form of bid under this Request for Proposals will begin in January 2021, or as otherwise negotiated, and end at a time to be negotiated. The City will be requesting a detailed business plan (which should include an outline of marketing plans and efforts) from each proposer, including the bidder’s business history and ownership structure, annual operational goals and projections, financial projections, and any proposed Stadium improvements.

## **Section 2: Purpose**

The Purpose of this Request for Proposals is to obtain an appropriate contract (or contracts) from a lessee(s) or user(s) with genuine interest in operating a full time professional, collegiate, or amateur baseball team in the Stadium, a multi-use outdoor stadium, and/or genuine interest in promoting and operating non-baseball events at the Stadium. The Stadium is currently under construction and scheduled to be completed in January 2021. The Purpose will include but not be limited to:

- Provide a professional baseball team (or collegiate or amateur) to play in the Stadium full time throughout the baseball season. (Alternate 1)
- Provide opportunities for amateur and local athletes to play baseball in the Stadium. (Alternate 1)
- Provide, or organize and operate, full concessions, merchandising and catering services within the Stadium (Alternate 1 or 2)
- Provide a variety of other non-baseball community events for patrons to enjoy; i.e. concerts, competitions, family movie nights, etc. (Alternate 2)

The City desires for the Stadium to be a place of inclusion and enjoyment for the Lafayette community, and desires that each Bidder be able to create a high quality experience for all Stadium guests, from the time they enter to the time they leave. This experience will ideally include a combination of superior customer service, local food and beverages (when available), and quality attractions and events.

## **Section 3: General Description of Loeb Stadium**

The Stadium is located in Columbian Park in Lafayette, Indiana. The Stadium sits at the corner of Main Street and Wallace Avenue and is part of the 43 acre Columbian Park in the heart of the City of Lafayette. The Stadium is the home baseball stadium of Lafayette Jefferson High School

("Lafayette Jeff"). All proposals should recognize that this existing partnership with the City and Lafayette Jeff will continue for the duration of any proposed contract. The Stadium has in the past hosted each level of the Indiana High School Athletic Association (IHSAA) state baseball tournament and it is anticipated that the Stadium will host levels of the IHSAA tournament annually. New construction began on the Stadium in August of 2019 and is scheduled to be completed in January of 2021, in time for the 2021 baseball season. Upon completion, the Stadium will include the following:

- 1,910 fixed lower level seats.
- 76 concourse table seats
- 243 linear feet, 1,900 square feet of lawn terrace seating.
- 218 linear feet, 2,250 square feet of outfield seating.
- 2 party deck areas, 500 square feet each.
- 3 outdoor suites that feature 28 seats, 32 seats, and 18 seats, respectively
- 3 indoor suites, that feature 20 seats each
- 2,000 square foot press box.
- 1,700 square foot ticket/retail/office space.
- 2 full service kitchens/concession stands
- Video scoreboard.
- Parking as follows: parking at the Stadium will be available in three designated parking lots within the perimeter of Columbian Park. In addition, numerous parking spaces are available on the surrounding City streets outside of Columbian Park within a two block radius.

**Section 4: RFP Timeline**

The schedule of events related to the RFP is as follows:

<b>EVENT</b>	<b>DATE</b>
RFP Issued	February 10, 2020
Proposals due to the City	4:00 p.m., April 6, 2020
City to Review RFP responses and select Bidder(s), if any, to be invited to participate in further discussions and refinement of Proposal(s)	April 6, 2020 to June 7, 2020
Recommendation of Notice to Selected Bidder approved by Park Board	June 8, 2020
Contract/negotiations finalized/Lease/Use Agreement approved by Park Board	August 10, 2020

The dates set forth herein are merely estimates, and the City and Parks Board reserve the right, in their absolute discretion, to alter any of the dates and the proposed schedule set forth herein at any time and for any reason.

**Section 5: Questions regarding RFP**

Any questions concerning this RFP may be submitted to: Jon Miner, Director of Operations, Lafayette Parks & Recreation, [jminer@lafayette.in.gov](mailto:jminer@lafayette.in.gov). No interpretation, explanation, or clarification of this RFP, by any official, consultant, attorney, or other representative of the City or the Parks Board will be considered authoritative or binding on the City or the Parks Board unless contained in a written interpretation, correction, or addendum to this RFP. Official interpretations, corrections, or addendum to the RFP will be made available in writing to all potential Bidders that request a copy of such documents.

**Section 6: Pre-proposal meeting**

There will be no pre-proposal meeting.

**Section 7: Proposal Submission**

Please submit one (1) Proposal originally executed and five (5) copies of such Proposal, and a digital copy via thumb drive. Submissions should be made in a sealed package conspicuously marked with the identification of "REQUEST FOR PROPOSALS, CITY OF LAFAYETTE BOARD OF PARKS & RECREATION – LOEB STADIUM LEASE/USE." The Proposal must be limited to fifty (50) pages (not counting exhibits, schedules, and executive summary) and must contain an executive summary not to exceed three (3) pages

Proposals will be opened so as to avoid disclosure of contents to competing offers during the process of negotiation. However, all Proposals and other documentation arising out of this RFP may be public records that could ultimately be subject to disclosure under Indiana law. If a Bidder believes that any portion of its Proposal may contain confidential or proprietary information, then that portion of the Proposal must be sealed separately, printed on green paper, clearly marked "Confidential Information," and contain a request that such information be treated as confidential. The Parks Board will review and consider such requests, in its sole and absolute discretion.

Each Bidder must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFP process by executing and returning with its Proposal a Non-Collusion Affidavit in the form of Exhibit A.

Submissions in response to this request for proposal must be made through certified US mail or hand delivery to the following address:

City of Lafayette Board of Parks & Recreation  
Attn: Jon Miner, Director of Operations  
RE: RFP Loeb Stadium

1915 Scott St.  
Lafayette, IN 47904

Proposals must be received by 4:00 p.m. Eastern Standard Time, April 6, 2020.

It is the responsibility of the Bidder to deliver its Proposal to the City of Lafayette Board of Parks & Recreation by the deadline. Proposals received after the deadline will not be considered. Proposals will be opened at 4:00 p.m. Eastern Standard Time, April 6, 2020. Proposals will be analyzed by staff for the Parks Board. Summary information will be prepared by staff and forwarded to the Parks Board with recommended additional steps or process, if any.

After Proposals have been opened, supplemental materials will not be accepted unless requested in writing by the Parks Board. Submission or distribution by the Bidder of unsolicited supplemental materials to City or Parks Board employees may result in rejection of the Proposal.

### **Section 8: Tour**

The Parks Board will attempt to schedule a tour of the Stadium ahead of the deadline for the Proposals. Since the Stadium is currently under construction, the tour will be scheduled based on construction timelines that are not within the Parks Board's control. Schematics of the Stadium will be provided as soon as they become available, but no later than the date of the tour. A Parks Board or City Representative will be present to provide the tour and may answer questions. Please note that, consistent with Section 5 of this RFP, no interpretation, explanation, or clarification of this RFP, by any official, consultant, attorney, or other representative of the City or the Parks Board will be considered authoritative or binding on the City or the Parks Board unless contained in a written interpretation, correction, or addendum to this RFP.

After the tour, proposed Bidders may submit post-tour questions. All post-tour questions must be submitted in writing to Jon Miner, Director of Operations, Lafayette Parks & Recreation, 765-801-1500, [jminer@lafayette.in.gov](mailto:jminer@lafayette.in.gov). The City and Parks Board will respond to questions timely submitted and those responses will be made available in writing to all potential Bidders that request a copy of any post-tour questions and responses.

### **Section 9: Proposal Contents**

Each Proposal shall include the following:

Cover letter;

- (a) Title Page;
- (b) Letter of Introduction
- (c) Table of Contents
- (d) Statement of qualifications;
- (e) Bidder's approach to the Stadium lease/use for each alternative bid;
- (f) A detailed plan for scheduling baseball games, including acknowledging Lafayette Jeff H.S. priority use of facility and locker rooms with related "blackout" dates for Lafayette Jeff H.S. homes games and IHSAA Tournament events;

- (g) A detailed plan for scheduling alternate events, if any, including a proposal for the minimum number of events to be held at the Stadium (excluding baseball);
- (h) Suite licensing plan - including revenue sharing with the City\*;
- (i) Concessions plan (menu, standard of food service, local food partnerships) – including revenue sharing with the City\*;
- (j) Pouring rights – (soda, alcohol, and local beverage supplier partnerships) – including revenue sharing with the City\*;
- (k) Maintenance plan (a detailed plan of maintenance and responsibility for related expenses during season and/or year round depending on the alternate bid);
- (l) Ticketing and merchandising plan (operations, POS Systems, etc.) – including revenue sharing with the City\*;
- (m) Acknowledgement of the City’s right to reject any and all advertising or sponsorship which fails to meet the City’s community standards;
- (n) Willingness to work with a second non-competing team tenant/user (for example soccer);
- (o) Willingness to work with other City departments (for example the Long Center or Lafayette Theater);
- (p) Names and addresses of all persons having a financial interest in the bidders’ business – including but not necessarily limited to, individual owners, partners, limited partners, officers, directors, and shareholders indebted to the company in excess of \$10,000 at the time of submission;
- (q) Acknowledgement of the City’s right to review financials annually if selected;
- (r) Acknowledgement of the City’s right to name and/or rename the Stadium, and the field and plaza areas of the Stadium, in its sole discretion and retain all revenue from any such related agreement;
- (s) A statement of the proposed lease/use term and renewal options - the proposal should assume an initial term of up to five (5) years however the City reserves the right to negotiate shorter or longer terms after submission from any Bidder;
- (t) Bidder contact information;
- (u) A proposed lease/use contract (which the City and the Parks Board reserve the right to negotiate);
- (v) Experiences in similar lease/use arrangements or stadium use operations;
- (w) Bid price for each separate alternative bid, including any revenue sharing models;
- (x) References;
- (y) List of litigation or claims – provide a list of any and all litigation or claims within the past five (5) years against the bidder or any majority owner, including any regulatory or other claims by any governmental entities;
- (z) Provide any written performance reviews or evaluations issued by any person or entity from whom bidder has provided services similar to those requested to be bid in this RFP;
- (aa) Supplemental materials – The City may request supplemental materials prior to the RFP deadline and such materials must be included in the proposal package.

\* The City will consider standard revenue sharing proposals, in which the Bidder proposes to split with the City revenue from concessions, suites, tickets, sponsorships, or other Stadium resources. The City will also consider proposals for flat fee arrangements in the form of lease or other use payments, or other one-time or periodic payments (potentially with the Bidder

retaining a right to collect and receive other Stadium related revenue.) All Proposals will be contingent on the City's review of the Bidder's complete financial statements for the immediately prior full fiscal year of the Bidder, with the City reserving the right, in its sole discretion, to request review of up to three (3) years of financial statements.

The Letter of Introduction must include, but not necessarily be limited to, the following information: (1) an introduction of the Bidder; (2) which alternate(s) the Bidder is submitting a bid for; and (3) a summary of the complete bid price for each such alternate(s). The Letter of Introduction may include other pertinent information, but Proposals that contain no Letter of Introduction, or Letters of Introduction that do not contain the foregoing requirements, may be considered non-responsive.

**Section 10: Method of Award:**

The Parks Board will seek and obtain input during the RFP review and decision-making process from the Community Advisory Committee, a committee comprised of several members of the Lafayette community appointed by the Mayor. The Parks Board itself will select the Proposal offering the best overall opportunity and value to the City, taking into consideration bid price, quality and level of proposed services, qualifications, experience, responsiveness to the terms and conditions provided herein, other evaluation criteria described in this Request for Proposals, references, Community Advisory Committee input, and any other information or circumstances deemed relevant by the Parks Board. The Parks Board requests the Bidder's best and final proposal, and the Parks Board reserves the right to negotiate the terms and conditions of the Bidder's proposal, including but not limited to final lease/use terms. The Parks Board reserves the right to waive any irregularities and to waive any variances from the original proposal specifications. Each alternative Proposal may be considered, accepted, and/or rejected by the Parks Board. The Parks Board reserves the right to accept certain portions of any Proposal and reject some or all of the others (including, but not limited to, alternative bids.) The Parks Board may reject any and all bids, as deemed appropriate by the Parks Board.

**Section 11: Parks Board Inspection:**

The Parks Board and/or staff may make a pre-award inspection (or condition its award on an inspection) of a Bidder's existing facilities (if any), equipment, and/or operations.

**Section 12: Competency of Bidders:**

Proposals will be considered only from Bidders/firms regularly engaged in the business of providing the products/services requested hereunder and who can produce evidence that they have an established, satisfactory record of performance for a reasonable period of time, have satisfactory financial support, required equipment, appropriate level of insurance, and organization sufficient to ensure that they can satisfactorily program, operate, manage, and maintain the Stadium if awarded a contract under the terms and conditions herein stated. The term "organization" as used herein shall be construed to mean a fully equipped and well-established company as determined solely by the Parks Board.

In addition:

- (a) A Bidder must have all necessary licenses, permits, insurance, and bonds as may be required to operate the type of requisite business and must provide written evidence of the same to the Parks Board upon request; and
- (b) A Bidder must submit names and addresses of all persons having a financial interest in the bidders' business – including but not necessarily limited to, individual owners, partners, limited partners, officers, directors, and shareholders indebted to the company in the amount of, or to whom the company owes, \$10,000 or more at the time of submission.

### **Section 13: Criteria used in evaluating Proposals**

While the aggregate amount of rental payments or other financial consideration to be paid to the City under any Proposal are important factors for the Parks Board, they will not necessarily be controlling. The Parks Board will make a determination, in its sole and absolute discretion, as to the most appropriate response to the RFP, keeping in mind the best interests of the City. The factors the Parks Board will use for the evaluation of Proposals received may include, but is not necessarily limited to, the following considerations:

- (a) Bidder's general qualifications – the described general qualifications of the Bidder;
- (b) Bidder's special qualifications – any special or unique qualifications of the Bidder as they relate to this RFP or operation/maintenance of baseball teams and/or stadium facilities;
- (c) Quality and extent of services Bidder is able to provide;
- (d) Proposed monetary payments or other financial consideration to the Parks Board;
- (e) Parks Boards' previous experience with the Bidder (if any);
- (f) Compliance and responsiveness to Proposal specifications and all terms and conditions set forth herein;
- (g) Adherence to the requested Proposal format – including the thoroughness of the Proposal as well as the format of the presentation;
- (h) Bidder's experience – any experience the Bidder has in operating/maintaining a baseball team and/or stadium facilities;
- (i) References – the quality (and potentially quantity) of references provided and what those references indicate when contacted;

- (j) Conciseness, responsiveness, and completeness of the Proposal to the information requested as outlined in this RFP;
- (k) Bidder litigation or claims history;
- (l) Bidder financial strength;
- (m) Bidder performance reviews or evaluations;
- (n) Date the Bidder can begin performing under contract;
- (o) Any innovation proposed by the Bidder.

At the Parks Board's discretion, to further assist in evaluation, some, one, or all responding Bidders may be requested to participate in follow-up discussions or negotiations. At the Parks Board's discretion, the Parks Board may directly negotiate with any Bidder on contract terms, price, or any other term or aspect of a Proposal. At the Parks Board's discretion, the Parks Board may award a contract to one Bidder, more than one Bidder, or no Bidders. The Parks Board may also consider alternative proposals if there is an opportunity for savings and other benefits accruing to the Parks Board and/or City.

The Parks Board may investigate the qualifications of any Bidder, require confirmation of information furnished, and require additional evidence of qualifications to provide the services requested by this RFP. The Parks Board also expressly reserves certain rights, including, but not limited to, the following: (a) to reject any or all Proposals; (b) to issue subsequent RFPs; (c) to cancel the entire RFP process; (d) to remedy any errors or omissions in the RFP process; (e) to appoint evaluation committees to review qualifications and Proposals; (f) to seek the assistance of outside technical experts in evaluation; (g) to approve or disapprove of the use of particular subcontractors/vendors (including, but not limited to, all food and/or beverage providers); (h) to approve or disapprove of the terms or conditions of provision of services including from subcontractors/vendors (including, but not limited to, all food and/or beverage providers); (i) to establish a list of eligible Bidders for discussion or negotiation after review of Proposals; (j) to negotiate with any, all, or none of the Bidders; (k) to solicit best and final offers from all, some, or none of the Bidders; (l) to enter a lease, use, and/or management contract with all, some, or none of the Bidders; (m) to waive informalities and irregularities in any RFP or Proposal; and/or (n) to accept or enter into a lease, use, and/or management contract without discussions or negotiations.

The Parks Board's selection of a Proposal will be based on a determination as to which Proposal is in the best interests of the City and Parks Board. Any decision made by the Parks Board, including selection of a Proposal, shall be final and is NOT SUBJECT TO APPEAL.

This RFP shall not, in any manner, be construed to be an obligation on the part of the City and/or the Parks Board to enter a contract, lease, or use, or result in any claim for reimbursement of any

cost for any efforts expended in responding to the RFP or in anticipation of any lease, use, or contract.

**Section 14: Other Matters Reserved to the Parks Board**

The Parks Board shall have the right, in its sole discretion, to determine whether and to what extent, any contract and/or lease/use awarded under this RFP can be assigned.

The Parks Board and/or the City shall have the right, in their sole discretion, as applicable, to name and/or rename the Stadium, and the field and plaza areas of the Stadium, and to retain all revenue from any such related agreement.

The Parks Board shall have the right, in its sole discretion, to determine the term of any contract and/or lease/use awarded under this RFP and any renewal options thereof.

The Parks Board shall determine, in its sole discretion, whether the firm or company to whom a contract and/or lease/use may be awarded under this RFP is required to partner with other City Departments or City Properties (i.e. partnerships with the Long Center and/or Lafayette Theater).

The Parks Boards shall have the right, in its sole discretion, to reject and/or approve any and all advertising and sponsors as well as any and all signage (whether connected to an advertiser or sponsor or not.)

**Section 15: General Terms and Conditions of the RFP process**

15.1. Information provided

Bidders are solely responsible for conducting their own independent research, due diligence, investigations, and other work necessary for the preparation and submission of all Proposals.

15.2. Governing law

Indiana law shall govern this RFP and any contract and/or lease/use resulting from it. The Parks Board requires that all Proposals comply with all applicable local, state and federal laws, ordinances, and regulations. Notwithstanding any other term or provision of this RFP, all terms and provisions of this RFP are intended to be and shall be construed and interpreted so as to comply with all applicable local, state, and federal laws, rules, regulations, and ordinances. If any provision of this RFP is deemed to be illegal or unenforceable under any applicable law, then such provision shall be modified and/or reduced to the limit of such validity and enforceability. The provisions of this RFP are severable. In the event one or more provisions contained in this RFP should be invalid or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, shall not in any way be affected or impaired and shall remain in full force and effect.

15.3. Covenant not to sue

It is an express condition of tender and consideration of any Proposal that the Bidder release the City, the Parks Board, and all City/Parks Board elected and appointed officials, representatives, attorneys, accountants, engineers and employees from any and all causes of action, suits, claims or demands which may arise as a result of any decision made in connection with this RFP.

#### 15.4. Costs and expense of Bidders

The Parks Board and City do not accept any liability under any circumstances for any costs or expenses incurred by Bidders in acquiring, clarifying, or responding to any condition, request, or standard contained in this RFP, including, without limitation, mandatory meetings. Each Bidder that participates in this process does so at its own expense and sole risk and agrees that the City and Parks Board will not reimburse any costs incurred during this process, and each Bidder will indemnify and hold harmless the City and Parks Board from and against any and all claims (including any costs and reasonable attorney's fees) for such reimbursement, directly or indirectly, made by or on behalf of such Bidder.

#### 15.5 E-Verify

Bidder shall be E-verify compliant and shall provide documentation to support this requirement within its Proposal.

#### 15.6 Insurance:

Any firm or company that is awarded a lease/use or a contract shall maintain during the life of any agreement and furnish to the City appropriate (as determined by the City and Parks Board) Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City and the Parks Board as "Additional Insureds" during the term of the agreement(s), and a copy of such "Additional Insured" endorsement must accompany the certificate.

#### 15.7 Non-Discrimination

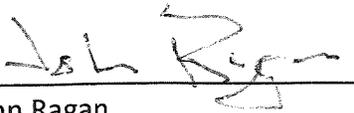
Any firm or company that is awarded a lease/use or a contract shall agree not to commit unlawful discrimination and to comply with all applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

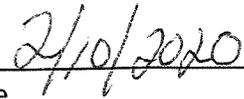
#### 15.8 Payment Terms and Conditions

The City and Parks Boards' payment terms are net 30 days.

Thank you for your prompt consideration and response to this Request for Proposal.

BOARD OF PARKS AND RECREATION  
CITY OF LAFAYETTE

  
\_\_\_\_\_  
John Ragan  
Board Secretary

  
\_\_\_\_\_  
Date

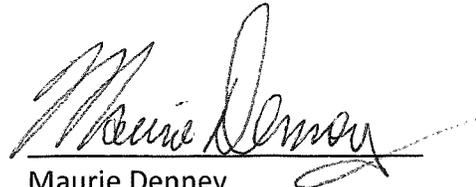
  
\_\_\_\_\_  
Maurie Denney  
President

Exhibit A

**NON-COLLUSION AFFIDAVIT**

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from submitting a Proposal, or (iii) to induce a person to refrain from submitting a Proposal; and furthermore, this Proposal is made and submitted without reference to any other proposals and without agreement, understanding or combination, either directly or indirectly, with any persons, with reference to such proposals in any way or manner whatsoever.

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every part of this Proposal. SIGNATURE MUST BE PROPERLY NOTARIZED.]*

Written Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_