

CITY OF MARION
REQUEST FOR PROPOSALS AND QUALIFICATIONS TO DESIGN, BUILD,
OPERATE, AND TRANSFER THE BALLARD FIELD COMPLEX- PHASE II

Issued: August 24, 2026

Responses Due: September 16, 2026

City Contact: Mike Graft
Address 301 S Branson St.
Marion, Indiana 46952
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I. INTRODUCTION. The City of Marion, Grant County, Indiana (the “City”) issues this Request for Proposals and Qualifications (“RFPQ”) to prospective entities interested in designing, building, operating, and transferring the Ballard Fields Complex (the “Project”) pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”).

II. BACKGROUND. On or around October, 2025, Mayor Ronald Morrell, Jr. announced his “Elevate Marion” plan (the “Plan”), which is a series of transformational projects focused on quality of place and economic development within the City. The Plan includes substantial investments in parks, public safety, and supporting amenities, including among other facilities, this Project. Moreover, since taking office in January, 2023, Mayor Morrell has committed to reinvesting in Marion’s downtown corridor creating an active hub to work, play, and recreate. Ballard Fields is a unique asset positioned near the City’s downtown and Mississinewa river. It has a high potential to connect people into the City.

Ballard Fields is located at or near E 3rd Street, Marion, Indiana, E 2nd Street, Marion, Indiana, and 805 E. 3rd Street, Marion, Indiana, and identified by property identification numbers: (i) 27-07-05-302-024.000-002, (ii) 27-07-05-301-003.000-002, (iii) 27-07-05-302-020.000-002, (iv) 27-07-05-302-019.000-002, (v) 27-07-05-302-013.000-002, (vi) 27-07-05-302-039.000-002, (vii) 27-07-05-302-003.000-002, (viii) 27-07-05-302-029.000-002, (ix) 27-07-05-302-025.000-002, (x) 27-07-06-401-042.000-002, (xi) 27-07-06-401-012.000-002, (xii) 27-07-05-302-001.000-002, (xiii) 27-07-06-401.009.000-002, (xiv) 27-07-06-104-097.000-002, (xv) 27-07-06-104.101.000-002, (xvi) 27-07-05-203-120.000-002, (xvii) 27-07-05-203-121.000-002, (xviii) 27-07-06-104-078.000-002, (xix) 27-07-05-203-093.000-002, (xx) 27-07-05-203-118.000-002, (xxi) 27-07-05-203-071.000-002, (xxii) 27-07-05-203-072.000-002, and (xxiii) 27-07-05-203-081.000-002, all as further depicted on Exhibit A, attached hereto (collectively, the “Project Site”). The Project includes site development, including utilities, and the construction of a new sports complex facility on the Project Site.

Currently, Ballard Fields includes six standard youth soccer fields and a dog park. The proposed project would expand the number of soccer fields, reconfigure field layouts, improve driveway and parking infrastructure, and add new concession and recreation facilities. Together, these improvements are intended to transform the local soccer park into a regional youth sports facility focused primarily on field sports. On or around October, 2024, the City issued an RFPQ to design, build, transfer and operate the Project (“Phase I”). Scoping Services related to the Phase I RFPQ ended in July, 2026. The City now issues this RFPQ to qualified offerors seeking to (i) assist the City and Project Engineer with finalizing the Project’s design, (ii) develop and construct the Project, and (iii) to operate the Project (collectively, “Phase II”).

III. STATEMENT OF INTENT. The City now seeks private involvement to (i) design, develop and construct the Project, and (ii) operate the Project, because (a) the City lacks expertise in executing, streamlining, and overseeing projects like the Project; (b) private sector expertise in the design, development, construction, and operation of the Project will allow the Project to be completed quicker and more efficiently; (c) private sector expertise will help shift risk away from

the City and allow subcontractors to be directly accountable to the winning offeror; and (d) private sector expertise should prevent unknown costs from being added to the Project.

IV. PROJECT OVERVIEW.

A. The Project. The City is seeking qualified offerors interested in designing, building, operating, and transferring the Ballard Fields Complex (the “Project”) pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”). The Project consists of designing, building, transferring, and operating the newly constructed sports complex on the Project Site.

B. Design Engineer. The City has separately contracted with HWC who is the City’s design engineer for the Project (the “Project Engineer”). The Project Engineer is at or near 60% Design Development Documents. A concept plan is attached hereto as Exhibit B. The winning offeror will be required to work with the City and Project Engineer to help complete design within the Budget (as defined in Section IV(D) below), including, but not limited to regularly meeting and collaborating with the City and Project Engineer to evaluate alternative materials and design prior to construction in order to maximize operations of the facility (the “Scoping Process”). For the avoidance of doubt, the winning offeror will be required to work with the City and Project Engineer throughout the Scoping Process, rather than merely constructing the Project based on design documents provided by Project Engineer and the City.

C. Winning Offeror Responsibilities. With respect to the Project, the winning offeror shall perform the following services necessary to complete the BOT Agreement:

- **Design.** Provide input and expertise, including, without limitation, estimated pricing information, while collaborating with Project Engineer and the City during the Scoping Process in order to reduce costs and maximize efficient operation of Ballard Fields.
- **Project Development.** Complete and/or review due diligence for the Project and complete any necessary borings, tests, inspections, examinations, studies, and investigations necessary to complete and deliver the Project.
- **Permits.** Obtain all required permits and approvals necessary for completion of the Project, including, without limitation, necessary approvals of the State of Indiana, City, and any other governing body necessary to complete the Project. Offeror shall additionally cause any necessary utility relocations to be performed.
- **Professional Services.** Provide all professional services necessary to complete the Project.
- **Construction.** Construction of the Project including, without limitation, overseeing day-to-day construction and sub-contractors and working with the City, together with their representatives, vendors, utilities, security personnel and other entities necessary for and related to the Project.

- **Operations.** Operate Ballard fields on behalf of the City. Operations should balance the needs of the local sports community and the opportunity to bring revenue to the City.

D. Maximum Budget and City Payment. The City's maximum budget for completing the Project is Seven Million Dollars (\$7,000,000) ("Maximum Amount"), which Maximum Amount includes softs costs and Project financing costs.

V. PROCUREMENT PROCESS. The Act authorizes the City to solicit requests for proposals, conduct discussions with offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, to negotiate the best and final offers with responsible offerors who submit proposals that are determined to be reasonably susceptible of being selected for a public-private agreement, and to enter into a BOT Agreement with the offeror to construct and/or operate the Project. The City anticipates the following sequential steps as part of the procurement process:

A. Review RFPQ Responses. The City will (1) review responses to this RFPQ based on the factors and weight provided to each factor included in Section X; and (2) negotiate with offeror for the best and final offer, as more particularly described herein. The City may refuse to disclose the contents of proposals during discussions with eligible offerors. Additionally, based on its review of the responses to the RFPQ, the City will determine whether to interview offerors for the Project.

B. Scoping Agreement. The City will enter into a scoping agreement with an Offeror it believes to be reasonably susceptible of being selected for a BOT Agreement. In general, the scoping agreement shall concern delivery of all professional services, including, without limitation, property inspections, preparing schematic design documents and drawings, and other professional services needed to complete the Project's design and budget (collectively, the "Scoping Services"). The Scoping Agreement shall state the cost for completing all such Scoping Services (the "Scoping Costs"). *Any cost or expense for completing the Scoping Services in excess of the Scoping Costs shall be and remain the sole and exclusive liability and obligation of the Offeror.* The City reserves the right to enter into multiple Scoping Agreements with different Offerors. If the Offeror is not selected for a BOT Agreement, the Scoping Costs shall be paid to Offeror for the performance of any Preliminary Services completed. If the Offeror is selected for a BOT Agreement, the Scoping Costs shall be rolled into the Project's financing.

C. BOT Agreement Recommendation. If, in its sole discretion, the City decides to recommend an offeror to its City Council for completing the Project, the City Council will entertain the recommendation at a duly noticed public hearing. If a recommendation to award the public-private agreement is made to the City Council, the City Council shall satisfy the statutory processes included in the Act prior to awarding a BOT Agreement. Alternatively, and in its sole discretion, the City may terminate the RFPQ process.

At all stages, the City reserves the right to discuss this RFPQ with Offerors to clarify the Offerors' understanding of and responsiveness to the solicitation requirements and to negotiate with Offerors. Further, at all times, the City reserves the right, in its sole discretion, to terminate the process without making a recommendation to the Board or awarding a BOT Agreement.

Additionally, among other commercially acceptable and negotiated provisions, any BOT Agreement will include the following contractual provisions:

- Payment bond in an amount not less than one hundred percent (100%) of the cost to develop and construct the Project
- Performance bond in an amount not less than fifty percent (50%) of the cost to develop and construct the Project
- Non-discrimination provision
- Drug-free workplace provision
- Compliance with E-Verify requirements.
- Indemnification by the winning offeror. The City will not indemnify the winning offeror
- Application of Indiana law with venue in Boone County
- Maintenance of the policies of insurance included at Exhibit C
- Termination for gross misconduct

VI. ANTICIPATED PROCUREMENT SCHEDULE

RFPQ Issued	August 24, 2026
Deadline for Questions regarding the RFPQ	September 4, 2026
Addenda (responses to questions) issued by City	September 9, 2026
<i>RFPQ Responses Due</i>	<i>September 16, 2026</i>
Interviews (if any)	Week of September 21, 2026
Scoping Period	TBD
Public Hearing and BOT Awarded	Anticipated to be immediately following Scoping Period

This schedule is for illustration purposes only and should not be construed as binding; except that all **RFPQ offers shall be submitted by or before September 16, 2026, at 9:00 a.m. EST** (the “Submission Deadline”). Offers submitted after the Submission Deadline will not be considered, including, without limitation, corrective materials or supplemental materials to offerors timely submitted.

VII. CITY’S RESERVED RIGHTS

The City reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part prior to the execution of the BOT Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ for the Project or any part of the Project, (3) reject any and all RFPQ responses, (4) terminate, suspend, or elect not to proceed in negotiations with offeror at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFPQ response. The issuance of this RFPQ does not commit or bind the City to enter into a contract or proceed with the procurement process. **Unless otherwise stated herein, the City assumes no**

obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred by parties responding to this RFPQ, which shall be borne solely and exclusively by each offeror.

VIII. SOLICITATION & RFPQ REQUIREMENTS

A. RFPQ Submission Deadline. RFPQ Responses must be received by the City by or before the Submission Deadline. Only complete RFPQ responses delivered before the Submission Deadline will be accepted by the City. RFPQ responses delivered after the Submission Deadline will be rejected and returned unopened to the offeror. The City will not accept facsimile or e-mail submission of RFPQ responses.

B. Delivery of Response. All RFPQ responses shall be delivered to the following:

City of Marion
c/o Mike Graft
301 S Branson St.
Marion, Indiana 46952
Mgraft@cityofmarion.in.gov

(the “City Contact”)

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally, offerors shall submit one (1) electronic copy on USB flash drive. The sealed package containing the RFPQ Responses must have the following information written on the outside of the package:

SEALED PROPOSALS – DO NOT OPEN

City of Marion
c/o Mike Graft
301 S Branson St.
Marion, Indiana 46952

(Name of offeror)
(Name of offeror’s Duly Appointed Representative)
(Mailing Address of offeror)
(Telephone Number of offeror)
(E-Mail Address of offeror)

An RFPQ response need not be accompanied by a certified check. As provided herein, offeror shall provide the City with information relative to its financial responsibility.

C. Questions and Requests for Clarification. Offerors must refrain from communicating with any City official, employee, agent, or representative regarding the Project or this RFPQ. **All communication and requests for information and clarifications shall be made via e-mail correspondence to the City Contact. No oral requests will be considered. No requests for additional information or clarification to any person other than the e-mail**

address provided in this section will be considered. Failure to abide by this section may result in disqualification from the procurement process.

If offeror considers any of its questions or request for clarifications to be confidential in nature, it must specifically state the reasons why it believes the information to be confidential. The City intends to respond individually to those questions identified by offeror and deemed by City, in its sole discretion, as containing confidential information relating to offeror's response. The City reserves the right to disagree with offeror's assessment regarding confidentiality in order to comply with applicable law. If the City disagrees with offeror's confidential assessment, the City may allow offeror to withdraw the question, rephrase the question, or have the question answered non-confidentially.

All questions and requests for clarification must be submitted on or before September 4, 2026. Answers to questions deemed appropriate for response by the City, in its sole discretion, will be distributed by publication on the City's website and will constitute Addenda (as defined herein below) to the RFPQ. The City may rephrase questions as it deems appropriate and may consolidate similar questions.

D. Addenda to the RFPQ. The City reserves the right to issue written addenda to this RFPQ (each, an "**Addendum**" or "**Addenda**") at any time before the Submission Deadline and will post any addenda on its website. These Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFPQ. All RFPQ responses shall be prepared with full consideration of the Addenda issued prior to the Submission Deadline. Each offeror is solely responsible to ensure that it has received and considered all Addenda issued by the City. Offerors should monitor the City's website for information concerning this procurement.

E. Modification & Withdrawal of RFPQ Responses. RFPQ responses may be modified or withdrawn in writing by request to the City Contact, if received prior to the Submission Deadline. Any modification to an RFPQ response received by the City after the Submission Deadline will not be considered by the City. The offeror may also withdraw its RFPQ in person at any time before the Submission Deadline.

IX. FORMAT AND CONTENT OF RFPQ RESPONSE

A. Format of Response. The RFPQ response shall be bound and typed, single or double sided, on 8 1/2" x 11" paper in English using no less than 11-point font with 1" margins on all sides. The response shall include a table of contents, which identifies the major response sections as outlined herein, and any illustrations, tables, charts, graphics or exhibits included in the response.

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally, offerors shall submit one (1) electronic copy on USB flash drive in searchable and printable format.

B. Organization. Offerors must organize their RFPQ response in the order set forth in Exhibit G, attached hereto and incorporated herein. If an offeror elects to include material in

addition to the information specifically requested, offeror shall append that material to the end of the most appropriate defined section of the outline.

C. Content of Response. For a response to be complete, the offeror shall provide the following:

1. **ENTITY INFORMATION.** This section of the Response should be dedicated to providing the City with information relative to the Offeror's overall business structure including a description of its members (LLC) or Shareholders, officers, team members, organizational and management structure, and proposed contractual relationship among team members. Offeror shall provide information relevant to qualifications of Offeror, its equity members and other team members. Offeror shall provide information relevant to its management structure and how it is best suited to meet the requirements of the Project.

The following is a list of recommended items to be included in any Response:

- Legal name of offeror
- Nature and History of Organization
 - o Identify the legal structure and name of offeror's organization
 - o When was organization created
 - o Location of organization
 - o Number of employees
 - o Operations within the State of Indiana
- Describe the management structure of offeror's organization
 - o Allocation of roles and responsibilities
 - o Provide an organizational chart
- Identify key members in the organization
 - o List the equity members in the organization
 - Position of each equity member within the organization
 - Background/expertise of each equity member
 - Percentage of ownership in the organization
 - o List other important team leaders
 - Position of each member within the organization
 - Background of each member
- Identify a contact person for the offeror
 - o Provide his/her name, title, address, telephone number and e-mail address
- Describe how offeror's overall business structure is suited to complete the Project

2. **EXPERIENCE & EXPERTISE.** Offeror shall provide the City with information relative to Offeror's relevant experience in (i) developing and constructing projects similar to this Project, and/or (ii) operating projects similar to the Project. The Offeror shall

provide information detailing its experience working with public entities, scheduling and budgeting complex projects, managing costs, changes, and compliance with established budgets and schedules. Offeror shall provide the City with information regarding other public-private projects that Offeror has participated in.

The following is a list of recommended items to be included in any Response:

- Project Management
 - Experience in managing projects of similar disciplines: design, construction, operation, maintenance, and financing.
 - Experience working with public entities
 - Experience in scheduling and budgeting complex projects
 - Experience in managing costs, changes, and compliance with established budgets and schedules
 - Ability to effectively manage risk
 - Affirmation that Offeror is not currently and has not been for a period of (3) years subject to litigation, including without limitation threatened litigation. If such an affirmation cannot be made, a full description of all such litigation or threatened litigation.
- Project Related Experience
 - A description of other projects performed by Offeror that demonstrates Offeror's experience in similar projects. This section should highlight Offeror's experience constructing and maintaining other sports parks and public facilities. Each response should include but not be limited to the following information:
 - A general description and depiction of the project
 - Offeror's role in the project
 - Work performed by Offeror
 - Construction value of the project
 - Financing value of the project
 - Provide references and contact information
- Public-Private Partnerships
 - If the Offeror has participated in other public-private projects, please provide the following information:
 - A general description and depiction of the project
 - Offeror's role in the project
 - Work performed by Offeror
 - Construction value of the project
 - Provide references and contact information

The following is a list of suggested items that offerors may include:

- Related Experience
 - A description of other projects performed by offeror that demonstrates offeror's experience. This section should highlight offeror's experience master planning and

constructing other outdoor, natural habitat park amenities. Each response should include but not be limited to the following information:

- General description similar projects
- Offeror's role in such projects
- Work performed by offeror
- Construction value of the project
- References with contact information

3. **BUSINESS FINANCIALS.** Offeror shall provide the City with sufficient information necessary to enable the City to evaluate Offeror's financial strength. Offeror shall include information demonstrating that it has sufficient net worth, financial stability and capital to meet the objectives of the Project. Offeror shall include bank references and provide the City with Offeror's legal standing with regard to other projects. Offeror shall provide the City with information regarding the business and risk position of its RFPQ Response.

The following is a list of recommended items to be included in any Response:

- Financial Statements for Offeror and each equity member for the past three (3) years
 - Opinion letter for audited financial statements
 - Balance sheet
 - Income statement
 - Statement of changes in cash flow
- Material Changes in Financial Condition
 - Details of any bankruptcy, insolvency, company creditor arrangements or other insolvency litigation or threatened litigation in the last three (3) years
 - Downgrade in credit rating
 - Non-payment of any debt service
 - Inability to meet material conditions of loan or debt covenants
- Off Balance Sheet Liabilities
- Credit Ratings
- Surety/ Financial Institution Letter

4. **APPROACH TO PROJECT.** Offeror shall provide the City with information regarding its proposed approach to this Project and how it believes its approach will best accomplish the City's goals and objectives for the Project. Offeror shall provide the City with a summary overview of how it intends to add value to completing the design and constructing the Project. Offeror shall additionally provide information regarding how it anticipates allocating responsibilities amongst its team members. Offeror shall provide the City with innovative concepts that reduce costs and accelerate the delivery of the Project.

The following is a list of recommended items to be included in any Response:

- Ability to achieve the Project Objectives

- Overview of Offeror's general approach to design, construct, and maintain the Project
 - Allocation of responsibilities among team members
 - Project oversight
- Innovative ideas to reduce overall costs of the Project
- Innovative ideas to accelerate the delivery of the Project
- Relationship with City and other parties
 - Ability to work with City to meet its specific needs of the Project

5. CONFIDENTIAL INFORMATION. This section shall include any confidential and proprietary information that the offeror claims should be exempt from public disclosure. Offeror is solely responsible for reviewing the Act and Indiana's Public Records Act and other applicable laws concerning the City's disclosure obligations. **The City shall not be liable to offeror for disclosing materials that the City determines, in its sole discretion, are not protected by the Act and/or Indiana's Public Records Act, including, without limitation, materials marked "Confidential".**

6. SCOPING FEE. This section shall provide the Scoping Costs, if any, that Offerors requests to defray its cost of participating in the Scoping Period and performing the Scoping Services. Invoices from the selected Offeror shall not be submitted until the conclusion of the Scoping Period.

7. LEGAL REQUIREMENTS. This section shall include responses to the following documents:

Transmittal Letter. The Responses must include one fully executed Transmittal Letter, in accordance with the form of Transmittal Letter set out in Exhibit D from the offeror acknowledging that the offeror has fully reviewed and understands and agrees to be bound by the terms and requirements of this RFPQ and procurement process. The Transmittal Letter must be executed by a duly authorized representative of offeror.

Non-Collusion Affidavit. Each offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with its RFPQ response or this procurement process by executing and returning with its RFPQ response the Non-Collusion Affidavit provided in Exhibit E attached hereto.

No Default, Breach or Bankruptcy. Each offeror must include an affidavit, as provided in Exhibit F attached hereto and incorporated herein, of the offeror's authorized representative affirming that the offeror and/or its affiliates are not: (a) involved in any current or pending litigation or legal disputes with any governmental entity; (b) in arrears to any governmental entity of any debt or contract; (c) a defaulter as surety or other obligation upon any governmental entity; (d) in failure to perform faithfully in any previous contract with a governmental entity in the preceding five (5) years; and (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding. In the event offeror cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the City with sufficient detail surrounding the event or proceedings.

X. EVALUATION AND SELECTION

A. Responsiveness/ Minimum Qualification (Pass/ Fail). In accordance with the Act, the City will evaluate the RFPQ responses to determine whether the response is complete and responsive. Only those timely submitted RFPQ responses that are complete and responsive will be evaluated by the City.

B. Content of Proposal (Scored). The City will complete an evaluation and ranking of the RFPQ Responses based upon the following criteria:

- Experience, Expertise & Past Performance: 35%
- Proposed Project Approach & Management Team: 35%
- Offeror's Financial Condition: 20%
- Proposed Scoping Costs: 10%

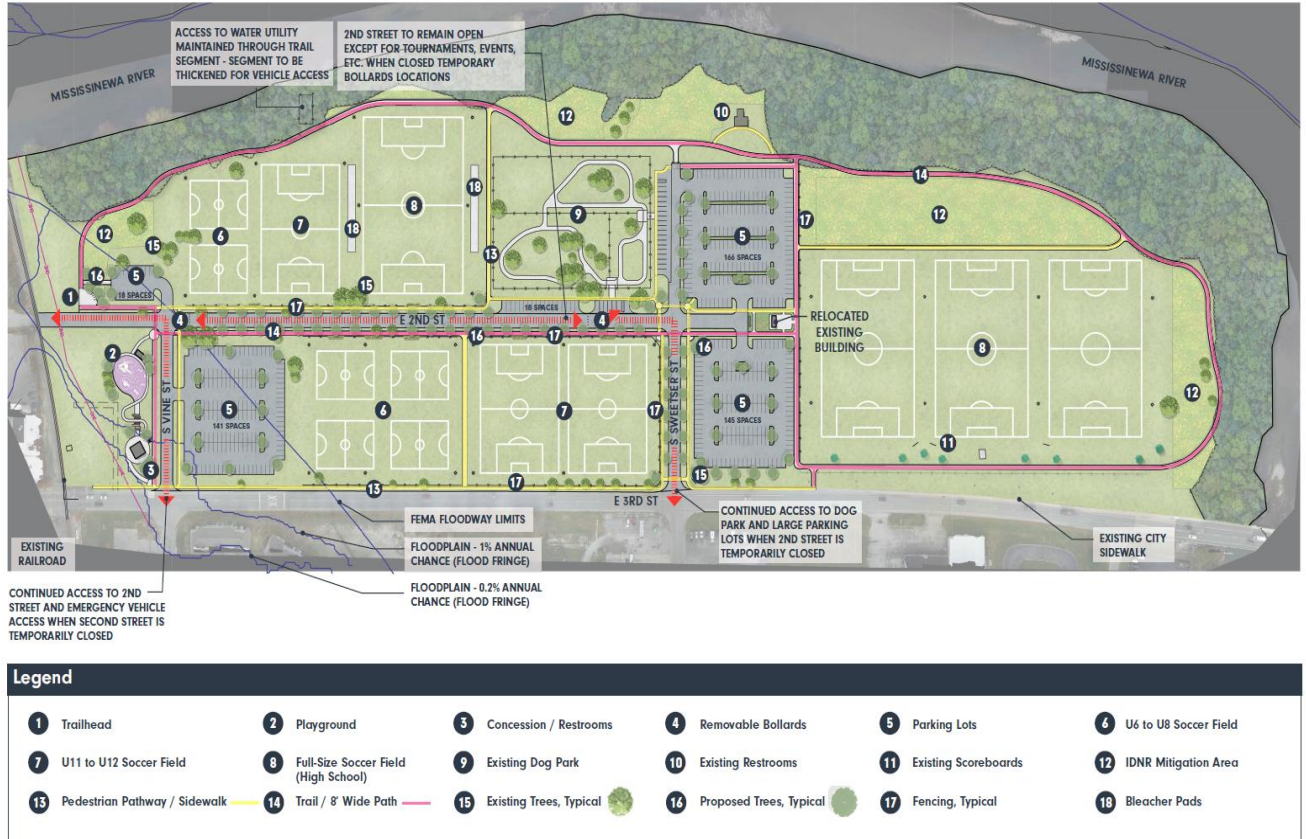
EXHIBIT A

[Project Site]



EXHIBIT B

[Conceptual Rendering]



BALLARD PARK
MASTER PLAN
MARION, INDIANA

SCALE: 1"=80'
NORTH
AUGUST 10, 2026

HWC
ENGINEERING
CITY of MARION

EXHIBIT C
REQUIRED INSURANCE

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and General Contractor and Subcontractors shall provide Andretti with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City as an additional insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City per the follows: \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City as an additional insured.
5.	Umbrella Liability: \$2,000,000.00.

EXHIBIT D
TRANSMITTAL LETTER

Offeror: _____
Mike Granft
City of Marion
301 S. Branson Street
Marion, IN 46952

The undersigned ("Offeror") submits this proposal in response to the Request for Proposal and Qualifications dated August 24, 2026 ("RFPQ") issued by the City of Marion, Grant County, Indiana ("City") to design, build, and operate the Ballard Fields Complex. Offeror represents and warrants that it has read the RFPQ and any addenda issued by the City and agrees to abide by the contents and terms of the RFPQ.

Offeror understands that the City is not bound to negotiate with any Offeror and may reject each response that it receives. Offeror further understands that all costs and expenses incurred by it in preparing this RFPQ Response and participating in the procurement process will be borne solely by Offeror, except as specifically provided in the RFPQ. Offeror understands that any documents, work product, or proprietary information submitted to the City in response to this RFPQ or throughout the procurement process shall become the sole and exclusive property of the City.

Offeror acknowledges and agrees that the City reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part at any time prior to the execution of the BOT Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ, (3) reject any and all RFPQ Responses, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFPQ Response. Offeror acknowledges and agrees that the issuance of this RFPQ does not commit or bind the City to enter into a contract or proceed with the procurement process.

Offeror acknowledges and agrees that this RFPQ and all aspects of the procurement process shall be governed by and construed according to the laws of the State of Indiana.

By: _____ Date: _____

Its: _____

EXHIBIT E
NON-COLLUSION AFFIDAVIT

The undersigned authorized representative of offeror, being duly sworn on oath, states and affirms that neither offeror nor any other member, representative or agent of the offeror has entered into any combination, collusion or agreement with any person or entity relative to the price or other factors offered or in response to the RFPQ or in any way acted to prevent any other offeror from responding or otherwise submitting a proposal to the RFPQ. offeror's proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

Further, no member of the City or City Council, or other officers of the City, or any person in the employ of the City is interested in the proposal, or the work to which it relates.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2026

(offeror)

(offeror's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Collusion Affidavit are true and correct.

Subscribed and sworn to me this _____ day of _____, 2026.

Notary Public Signature

EXHIBIT F
NO DEFAULT, BREACH OR BANKRUPTCY

The undersigned authorized representative of offeror, being duly sworn on oath, states and affirms that offeror and its affiliates: (a) are not involved in any current or pending litigation or legal disputes with any federal, state, or local governmental entity; (b) are not in arrears to any federal, state, or local governmental entity of any debt or contract; (c) are not a defaulter as surety or other obligation upon any federal, state, or local governmental entity; (d) have not failed to perform faithfully in any previous contract with a federal, state, or local governmental entity in the preceding five (5) years; or (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2026

(offeror)

(offeror's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Collusion Affidavit are true and correct.

Subscribed and sworn to me this _____ day of _____, 2026.

Notary Public Signature

EXHIBIT G
OUTLINE OF RFPQ RESPONSE

Offerors shall organize RFPQ responses in the order set forth below. If an offeror includes material in addition to the information specifically requested, offeror shall append that material to the end of the most appropriately defined section of the outline.

- I. Table of Contents
- II. Entity Information
- III. Experience & Expertise
- IV. Business Financials
- V. Approach to Project
- VI. Confidential Information (if any)
- VII. Scoping Costs (if any)
- VIII. Legal Requirements
 - Transmittal Letter.
 - Non-Collusion Affidavit.
 - No Default, Breach or Bankruptcy.