

**CITY OF MARION
REQUEST FOR PROPOSALS AND QUALIFICATIONS TO DESIGN, BUILD,
OPERATE, AND TRANSFER THE MISSISSINEWA PEDESTRIAN BRIDGE**

Issued: November 25, 2025

Responses Due: December 22, 2025

City Contact: Mike Graft
mgraft@cityofmarion.in.gov
City of Marion
301 S. Branson Street
Marion, IN 46952

TABLE OF CONTENTS

I.	Introduction.....	Page 3
II.	City Background.....	Page 3
III.	Statement of Intent.....	Page 3
IV.	Project Overview.....	Page 3
	A. Project Site.....	Page 3
	B. Design Engineer.....	Page 4
	C. Winning Offeror Responsibilities.....	Page 4
	D. Maximum Budget and City Payment.....	Page 4
V.	Procurement Process.....	Page 4
	A. Review RFPQ Responses.....	Page 5
	B. BOT Agreement Recommendation	Page 5
VI.	Anticipated Procurement Schedule.....	Page 6
VII.	City’s Reserved Rights	Page 6
VIII.	Solicitation and RFPQ Requirements.....	Page 6
	A. RFPQ Submission Deadline.....	Page 6
	B. Delivery Of Responses.....	Page 6
	C. Questions And Requests For Clarifications	Page 7
	D. Addenda To The RFPQ.....	Page 8
	E. Modification And Withdrawal Of RFPQ Responses.....	Page 8
IX	Format And Content Of RFPQ Response.....	Page 8
	A. Format.....	Page 8
	B. Organization.....	Page 8
	C. Content of Response.....	Page 8
X.	Evaluation And Selection.....	Page 12
	A. Responsiveness/Minimum Qualification.....	Page 12
	B. Content of Proposal.....	Page 12

List of Exhibits

Exhibit A- Project Site	Page 13
Exhibit B – Conceptual Rendering.....	Page 14
Exhibit C – Required Insurance	Page 16
Exhibit D – Transmittal Letter	Page 17
Exhibit E - Non-Collusion Affidavit	Page 18
Exhibit F – No Default, Breach or Bankruptcy	Page 19
Exhibit G – Outline of RFPQ Response	Page 20

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 Mississinewa Pedestrian Bridge (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. The Mississinewa River is a unique asset that runs through the City’s downtown, and activating the river will help further spearhead Marion’s redevelopment efforts.

The proposed pedestrian bridge will cross the Mississinewa River from E 1st Street to the Marion YMCA parking lot to the north. The Project Site is included on Exhibit A, attached hereto. The new bridge will consist of a three-span continuous steel beam bridge with a concrete deck. The bridge will have a 30-foot clear path on the end spans and a 70-foot clear path in the middle span. The entire superstructure will be built above the 100-year flood elevation. At the time of issuance of this RFPQ, the desired aesthetics for the bridge are unknown. The bridge should be designed to carry the dead load of any aesthetics chosen to make it a signature bridge. It is anticipated that lighting and decorative railing would be added to the bridge and walkways. A conceptual layout is included on Exhibit B, attached hereto.

The Project will become Marion’s signature landmark. The goal is for this bridge to serve as more than just a pedestrian crossing, it will be a place for festivals, live concerts, and community events for generations.

III. STATEMENT OF INTENT. The City now seeks private involvement to design, develop and construct the Project, because (1) the City lacks expertise in executing, streamlining, and overseeing projects like the Project; (2) private sector expertise in the design, development, and construction of the Project will allow the Project to be completed quicker and more efficiently; (3) private sector expertise will help shift risk away from the City and allow subcontractors to be directly accountable to the winning offeror; and (4) 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 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, developing, and constructing the Project on the Project Site.

B. Design Engineer. The City has separately contracted with EGIS BLN USA, Inc., who will be the City's design engineer for the Project (the "Project Engineer"). The winning offeror will be required to work with the City and Project Engineer to help design the Project 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 (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.
- **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 regulatory 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, other than the design engineering services provided by Project Engineer.
- **Construction.** Construction of the Project including, without limitation, overseeing day-to-day construction and sub-contractors and working with the Project Engineer and City, together with their representatives, vendors, utilities, security personnel and other entities necessary for and related to the Project.

D. Maximum Budget and City Payment. The City's maximum budget for completing the Project is Seven Million Five Hundred Thousand and no/100 Dollars (\$7,500,000) ("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 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 Scoping 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 Board of Public Works & Safety (the "Board") for completing the Project, the City will entertain the recommendation at a duly noticed public hearing. If a recommendation to award the public-private agreement is made to the Board, the Board 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	November 25, 2025
Deadline for Questions regarding the RFPQ	December 12, 2025
Addenda (responses to questions) issued by City	December 16, 2025
<i>RFPQ Responses Due</i>	<i>December 22, 2025 at 4:00 p.m.</i>
Interviews (if any)	Beginning Week of January 5 th .
Scoping Period	Mid January – BOT Award
Public Hearing and BOT Awarded	February- March, 2026

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 December 22, 2025 at 4:00 p.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:

Mike Graft
mgraft@cityofmarion.in.gov
City of Marion
301 S. Branson Street
Marion, IN 46952 (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
301 S. Branson St.
Marion, IN 46952
c/o Mike Graft, City of Marion, Administrative and Project Manager
(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 following address: mgraft@cityofmarion.in.gov. 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 for 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 December 12, 2025. 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. LETTER OF INTEREST. This section of the Response should provide an overview of your interest in performing the work identified in this RFPQ.

2. 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 – identifying leadership within company.
 - o List of project team members – if selected
 - 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 designing, and constructing projects similar to this 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
 - o Experience in managing projects of similar disciplines: design, construction, operation, maintenance, and financing.
 - o Experience working with public entities
 - o Experience in scheduling and budgeting complex projects
 - o Experience in managing costs, changes, and compliance with established budgets and schedules
 - o Ability to effectively manage risk
 - o 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 public projects and/or bridge 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 pedestrian bridges. 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 capacity 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
 - o Opinion letter for audited financial statements
 - o Balance sheet
 - o Income statement
 - o Statement of changes in cash flow
- Material Changes in Financial Condition
 - o Details of any bankruptcy, insolvency, company creditor arrangements or other insolvency litigation or threatened litigation in the last three (3) years
 - o Downgrade in credit rating
 - o Non-payment of any debt service
 - o 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 conceptual plan to design and construct 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
 - o Overview of Offeror's general approach to design, construct, and maintain the Project
 - Allocation of responsibilities among team members
 - Project oversight
 - o Innovative ideas to reduce overall costs of the Project
 - o Innovative ideas to accelerate the delivery of the Project
 - o Relationship with City, Project Engineer, 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 as 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: 40%
- Proposed Project Approach & Management Team: 40%
- Offeror's Financial Condition: 10%
- Proposed Scoping Costs: 10%

EXHIBIT A
[Project Site]



EXHIBIT B
[Conceptual Rendering]

Mississinewa Pedestrian Bridge / Concert Venue



CITY OF MARION - PEDESTRIAN BRIDGE
Conceptual Design | September 2025



Mississinewa Pedestrian Bridge / Concert Venue Examples



CITY OF MARION - PEDESTRIAN BRIDGE
Conceptual Design | September 2025



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 Graft
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 November 25, 2025 ("RFPQ") issued by the City of Marion, Grant County, Indiana ("City") to design and construct the Mississinewa Bridge Project. 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 _____, 2025

(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 _____, 2025.

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 _____, 2025

(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 _____, 2025.

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.