



# REQUEST FOR PROPOSALS

## Lease/Use of Kokomo Municipal Stadium



April 16, 2025

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## **Section 1: Introduction**

The City of Kokomo Board of Works and Public Safety (the “Board of Works”) and the City of Kokomo (the “City”) request proposals for a lease or use of Kokomo Municipal Stadium (“Stadium”). The City and the Board of Works 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 Kokomo Municipal Stadium. Alternate 2 would be a proposal for the use of the Stadium for an appropriate baseball team to operate/play in Kokomo Municipal 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 2026, 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 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, including but not limited to Kokomo School Corporation, Indiana University Kokomo, Kokomo Soccer Club, and Kokomo United Baseball and Softball. (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 Kokomo 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 Kokomo Municipal Stadium**

The Stadium is located at 400 S Union Street in Kokomo, Indiana. The Stadium sits at the corner of South Union Street and East Vaile Avenue and consists of approximately 13 acres in the heart

of Downtown Kokomo. The Stadium is the home baseball stadium of Kokomo High School (“KHS”) and Indiana University Kokomo (“IUK”). All proposals should recognize that these existing partnership with the City, KHS, and IUK, respectively, will continue for the duration of any proposed contract.

The Stadium includes the following:

- 2,350 fixed seats total
- 128 concourse table seats (32 tables with 4 seats each)
- 28,400 square feet of outfield seating
- 5,700 square feet of netted playground
- An umbrella bar with seating for approximately 20
- 4 configurable outdoor suites with a total of 56 fixed seats and space for several tables and chairs
- 2 indoor suites, that feature 12 exterior fixed seats each and space for tables chairs indoors
- 720 square foot press box
- 1,615 square foot ticket/retail/office space
- 2 full-service kitchens/concession stands
- 2 locker rooms with offices, including locker rooms for officials
- Video scoreboard
- Parking as follows: approximately 112 parking spaces at the Stadium will be available within the perimeter of the Stadium. In addition, numerous parking spaces are available on the surrounding City streets outside of the Stadium 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	April 16, 2025
Proposals due to the City	May 21, 2025 at 10:00 a.m.
City to Review RFP responses and select Bidder(s), if any, to be invited to participate in further discussions and refinement of Proposal(s)	May 21, 2025 to June 11, 2025
Recommendation of Notice to Selected Bidder approved by Board of Works	June 18, 2025
Contract/negotiations finalized/Lease/Use Agreement approved by Board of Works	July 31, 2025

The dates set forth herein are merely estimates, and the City and Board of Works 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: Torrey Roe, Director of Kokomo Parks & Recreation, [troe@cityofkokomo.org](mailto:troe@cityofkokomo.org). No interpretation, explanation, or clarification of this RFP, by any official, consultant, attorney, or other representative of the City or the Board of Works will be considered authoritative or binding on the City or the Board of Works 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 KOKOMO BOARD OF PUBLIC WORKS AND SAFETY – KOKOMO MUNICIPAL 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 Board of Works 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 Kokomo Board of Public Works and Safety  
Attn: Weston Reed, President  
RE: RFP Kokomo Municipal Stadium  
100 S Union Street  
Kokomo, IN 46901

Proposals must be received by 10:00 a.m. on May 21, 2025.

It is the responsibility of the Bidder to deliver its Proposal to the City of Kokomo Board of Public Works and Safety by the deadline. Proposals received after the deadline will not be considered. Proposals will be opened at 10:00 a.m. on May 21, 2025. Proposals will be analyzed by staff for the Board of Works. Summary information will be prepared by staff and forwarded to the Board of Works 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 Board of Works. Submission or distribution by the Bidder of unsolicited supplemental materials to City or Board of Works employees may result in rejection of the Proposal.

### **Section 8: Tour**

The Board of Works will attempt to schedule a tour of the Stadium ahead of the deadline for the Proposals. Schematics of the Stadium will be made available upon request. A Board of Works or City Representative will be available to coordinate a tour and 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 Board of Works will be considered authoritative or binding on the City or the Board of Works 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 Torrey Roe, Director of Kokomo Parks & Recreation, [troe@cityofkokomo.org](mailto:troe@cityofkokomo.org). The City and Board of Works 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 KHS and IUK priority use of facility and locker rooms with related "blackout" dates for KHS and IUK homes games;
- (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 or community organizations;
- (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 Board of Works 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 Board of Works 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 Kokomo community appointed by the Mayor. The Board of Works 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 Board of Works. The Board of Works requests the Bidder's best and final proposal, and the Board of Works reserves the right to negotiate the terms and conditions of the Bidder's proposal, including but not limited to final lease/use terms. The Board of Works 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 Board of Works. The Board of Works 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 Board of Works may reject any and all bids, as deemed appropriate by the Board of Works.

**Section 11: Board of Works Inspection:**

The Board of Works 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 Board of Works.

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 Board of Works 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 Board of Works, they will not necessarily be controlling. The Board of Works 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 Board of Works 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 Board of Works;
- (e) Board of Works' 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 Board of Works'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 Board of Works's discretion, the Board of Works may directly negotiate with any Bidder on contract terms, price, or any other term or aspect of a Proposal. At the Board of Works's discretion, the Board of Works may award a contract to one Bidder, more than one Bidder, or no Bidders. The Board of Works may also consider alternative proposals if there is an opportunity for savings and other benefits accruing to the Board of Works and/or City.

The Board of Works 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 Board of Works 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 Board of Works's selection of a Proposal will be based on a determination as to which Proposal is in the best interests of the City and Board of Works. Any decision made by the Board of Works, 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 Board of Works 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 Board of Works**

The Board of Works 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 Board of Works 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 Board of Works 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 Board of Works 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 community organizations.

The Board of Works 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 Board of Works 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 Board of Works, and all City/Board of Works 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 Expenses of Bidders

The Board of Works 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 Board of Works will not reimburse any costs incurred during this process, and each Bidder will indemnify and hold harmless the City and Board of Works 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 Board of Works) Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City and the Board of Works 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 Board of Works’ payment terms are net 30 days.

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

CITY OF KOKOMO BOARD OF PUBLIC  
WORKS AND SAFETY

By: \_\_\_\_\_  
Weston Reed, President

Date: April 16, 2025

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 \_\_\_\_\_, 2025.

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

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