**INDIANA FINANCE AUTHORITY**

**REQUEST FOR QUALIFICATIONS**

**TO DESIGN AND BUILD**

**THE**

**I-69 MAJOR MOVES 2020 EXPANSION PROJECT**

**THROUGH A**

**PUBLIC-PRIVATE PARTNERSHIP AGREEMENT**

**Issued: March 20, 2015**

**SOQ Due Date: April 20, 2015**

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# PART A

# 1. EXECUTIVE SUMMARY/INTRODUCTION

## 1.1. Overview of the Opportunity

The Indiana Finance Authority (the "IFA"), a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, in cooperation with the Indiana Department of Transportation ("INDOT"), is pleased to present this Request for Qualifications ("RFQ") to prospective entities or groups of entities (the "Proposers") interested in submitting statements of qualifications ("SOQs") to design and build the I-69 Major Moves 2020 Expansion Project ("Project") through a public-private partnership agreement ("PPA"). The Project involves constructing additional travel lanes along I-69 within the existing median from Exit 205 (116th Street and SR 37 in Fishers) to north of SR 13, constructing an additional outside auxiliary lane on SB I-69 from 106th Street to 116th Street, and modifying the existing diamond interchange at Exit 210 (Campus Parkway/Southeastern Parkway). I-69 is, and the Project shall also be, a non-tolled highway. A general map of the Project can be found at the following website:

http://www.in.gov/dot/div/contracts/i69.htm

IFA and INDOT are committed to improving mobility in the region and using project delivery methods that provide overall best value to the citizens of the State, including the use of best value design-build through a PPA.

## 1.2. Procurement Model

It is anticipated that the Design-Build Contractor will design and build the Project for a lump sum price payable as progress payments based upon an agreed schedule of values.

## 1.3. Project Goals

Goals for the Project (which are not listed in order of importance) include:

(a) Add a northbound and southbound travel lane from 116$^{th}$ Street to north of SR 13.

(b) Improve the Level of Services (LOS) of I-69 within the project limits.

(c) Add an auxiliary lane between the 116$^{th}$ Street southbound entrance ramp and the future 106$^{th}$ Street southbound exit ramp.

(d) Reduce travel time through the Campus Parkway/Southeastern Parkway interchange and improve the traffic operations of the interchange.

(e) Accommodate Klipsch Music Center event traffic through the interchange without queues reaching the mainline interstate.

(f) Develop innovative solutions for the Project, including in connection with construction sequencing and maintenance of traffic during construction.

(g) Provide a safe project for workers and the traveling public.

(h) Provide a high quality, durable and maintainable facility.

(i) Meet Indiana Minority and Women's Business ("MWBE") goals.

(j) Generate, where appropriate, additional Indiana-based permanent and temporary professional services and construction related jobs.

(k) Seek private sector innovation and efficiencies, and encourage design solutions that respond to actual and anticipated environmental concerns, permits and commitments.

### 1.4. Procuring Agency, Key Stakeholders

IFA will be the procuring agency for the Project. IFA will work closely with INDOT, and together may be referred to as the "Project Sponsors". As the entity responsible for the planning and development of the transportation system in the State, INDOT will assist IFA with the procurement of the Project and oversee the work of the Design-Build Contractor in the design and construction of the Project. INDOT's procurement role includes development of the technical specifications for the RFP and supporting the technical evaluation of the SOQs and responses to the subsequent "Request for Proposals" (the "RFP" and such responses, the "Proposals"). Additional information regarding INDOT's role in the Project shall be set forth in the RFP.

### 1.5. Procurement Process

IFA will use a two-step process to select the Design-Build Contractor. This RFQ represents the first step in the process. IFA will evaluate the SOQs received in response to this RFQ and, on the basis of these evaluations, intends, but is not bound to, prequalify Proposers that meet the minimum requirements for delivering the Project ("Qualified Proposers") in accordance with the procedures and evaluation criteria described in Part A, Section 7 of this RFQ.

IFA intends to invite the Qualified Proposers to submit Proposals and select one of the Qualified Proposers in accordance with the criteria and procedures set forth in the RFP. Only Qualified Proposers are eligible to submit Proposals and be awarded the PPA.

### 1.6. RFQ and Overall Procurement Schedule

| | |
|---|---|
| Issue Request for Qualifications | **March 20, 2015** |
| Deadline for questions regarding the RFQ and any addenda, if any, issued before March 27, 2015 | **April 1, 2015** |
| Deadline for questions regarding any addenda, if any, issued on or after March 27, 2015 | **Three calendar days after the addendum is issued (but no later than three calendar days prior to the SOQ Due Date),** |
| SOQ Due Date | **April 20, 2015 at noon Eastern** |
| Anticipated Announcement of Qualified Proposers | **May 1, 2015** |
| **Following announcement of the Qualified Proposers, as of the date of this RFQ, IFA anticipates the following procurement activities and schedule:** | |
| Circulate Draft of RFP to Qualified Proposers | **Early May 2015** |
| Issue final RFP | **June/July 2015** |
| Proposal Due Date | **September 2015** |
| Award and execution of PPA (Commercial Close) | **December 2015/January 2016** |

This schedule is subject to modification at the sole discretion of IFA. Proposers will be notified of any change in the schedule for the RFQ phase by an addendum to this RFQ.

# 2. THE PROJECT AND DESIGN-BUILD CONTRACTOR RESPONSIBILITIES

## 2.1. Project Description

### 2.1.1. Overview

The Project is comprised of two distinct aspects: (i) adding capacity to mainline I-69 within the Project limits and (ii) improving the level of service and travel time through the interchange at Campus Parkway / Southeastern Parkway.

The purpose of the Project is to provide an acceptable level of service on I-69 and the interchange at Campus Parkway / Southeastern Parkway.

### 2.1.2. Project Design Features

The Project is defined in three distinct sections:

Section A: I-69 from 106th Street to 0.42 mile north of SR 13, Hamilton & Madison Counties

This portion of the Project begins approximately 0.40 mile south of 116th Street at Station 263+40.00 Line “A” (RP 204+50) and ends 0.42 mile north of SR 13 at Station 810+60.00 Line “A” (RP 214+87) for a length of approximately 10.37 miles, in Hamilton and Madison Counties, Indiana. The scope of Section A shall include:

(a) The addition of a third travel lane on the median side in each direction and resurfacing of the existing lanes and outside shoulder including up to the back of gore for each exit and entrance ramp within the Section A limits. Beyond the gore, the ramps will be reconstructed as necessary to match proposed geometry and profile;

(b) The addition of an auxiliary lane from the 116th Street southbound entrance ramp to the future 106th Street southbound exit ramp;

(c) The reconstruction of pavement under I-69 along SR 13;

(d) The widening of the NB and SB I-69 bridges over Sand Creek, Mud Creek, Thorpe Creek and SR 13 and the deck replacement of the Brooks School Road bridge over I-69;

(e) Lining and reconstruction of small structures; and

(f) Retro-fit of the underdrain for the existing pavement.

Section B: I-69 Interchange Modification at Exit 210 (Campus Parkway/Southeastern Parkway), Hamilton County

Section B begins at 0.20 mile north of I-69 and ends approximately 0.20 miles south of I-69 along Campus Parkway and Southeastern Parkway. It also includes all ramps at the Campus Parkway/Southeastern Parkway Interchange. The scope of Section B includes:

(a) The reconstruction of the I-69 Exit 210 interchange with Campus Parkway and Southeastern Parkway. The current configuration is a traditional diamond interchange. The current engineering and operational acceptability alternative identified in the FHWA interchange justification report is a double crossover diamond (DCD) interchange;

(b) Overlaying and widening of the current bridge over I-69 to the south side of the bridge;

(c) Addition of a sidewalk on the south side of the interchange;

(d) Full reconstruction of the pavement to accommodate the new horizontal alignments; and

(e) Resurfacing of the ramps.

Section C: I-69 from 0.42 mile north of SR 13 to SR 38, Madison County

Section C of the Project begins approximately 0.42 mile north of SR 13 at Station 810+60.00 Line “A” (RP 214+87) and ends in the vicinity of SR 38 for a length of approximately five miles in Madison County, Indiana. The scope shall include:

(a) The addition of a third travel lane on the median side in each direction and resurfacing of the existing lanes and outside shoulder including up to the back of gore for each exit and entrance ramp within Section C limits. Beyond the gore, the ramps will be reconstructed as necessary to match proposed geometry and profile;

(b) The widening of the NB and SB I-69 bridges to accommodate the added travel lane;

(c) Reconstruction of small structures; and

(d) Retro-fit of the underdrain for the existing pavement.

This is a best value procurement with a price within a defined maximum limit to be provided in the RFP. It is currently contemplated that Sections A and B shall be required base scope for the Proposal and must be designed and constructed as part of

the Project. It is currently contemplated that some or all of Section C shall be additional scope that may be designed and constructed for a price within a defined maximum limit to be provided in the RFP. Details on the elements of scope of the Project, the nature of the Proposal requirements, the differentiation of base and additional scope and the manner in which such elements will be considered as part of Proposal evaluation shall be addressed in the RFP.

Descriptions of these Project features are general in nature and more precise delineations will be set forth in the RFP and draft PPA.

### 2.1.3. INDOT Prequalification Categories

Proposer and/or members of the Proposer team must have certain INDOT Certificates of Qualification as set forth below in order to be eligible to be determined a Qualified Proposer.

(a) Proposer or its Equity Members must be prequalified for at least $100 million in the aggregate/Unlimited in one of the following INDOT construction prequalification work types:

(i) A(A) Concrete Paving General or

(ii) B(A) Asphalt Paving

Subcontractors will not be counted toward this assessment of prequalification.

(b) The Proposer team, in the aggregate, must be prequalified in the following INDOT consultant prequalification work types:

(i) 8.2 Complex Roadway Design

(ii) 9.2 Level 2 Bridge Design

Proposer, its Equity Members and subcontractors and subconsultants will be considered toward this assessment of prequalification.

(c) The RFP will contain a list of all the INDOT consultant and contractor prequalification categories required to be held by the Proposer team for the Project. These prequalification categories will include, without limitation, the following:

<u>Additional INDOT Contractor Prequalification Categories:</u>

(i) Heavy Grading

<u>Additional INDOT Consultant Prequalification Categories</u>:

(i) 3.2 Complex Traffic Capacity and Operations Analysis

(ii) 5.2 Environmental Documentation Preparation-CE

(iii) 5.6 Waterway Permits

(iv) 5.8 Noise Analysis and Abatement Design

(v) 6.1 Topographic Survey Data Collection

(vi) 7.1 Geotechnical Engineering Services

(vii) 10.1 Traffic Signal Design

(viii) 10.3 Complex Roadway Sign Design

(ix) 10.4 Lighting Design

(x) 10.5 Intelligent Transportation System Design

### 2.2. Environmental Status of Project

A Level 3 Categorical Exclusion (CE) was prepared for the added travel lanes portion (Section A) and was released for public comment and involvement on December 18, 2014. A separate Level 4 CE was prepared for the interchange modification portion (Section B) and was released for public comment and involvement on February 4, 2015. A public hearing was held on March 19, 2015 for Section A and Section B. Any comments received both during the public hearing and after, within the advertised 30 day comment period, will be summarized and included in the CEs. Subsequent to the certification of the public involvement requirements and the successful completion of the Section 106 process, the CE documents will be revised appropriately and re-submitted for approval.

With respect to Section C, it is currently contemplated that this portion of the Project will require preparation of a Level 3 CE. INDOT intends to conduct any additional environmental studies/coordination, including those relating to waters of the United States and state investigations and noise analyses, and pursue and address any required additional public involvement. It is currently anticipated that the Level 3 CE will be obtained by late summer 2015.

It is important to note that, at this time, the Project remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. Additional alternatives, including a no-build alternative, are always considered in the environmental process, and it is possible that the Project scope (including the

scope of any one section) may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental process or commit IFA or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.

### 2.3. Permitting

With respect to the Project, IFA and INDOT intend to advance several key preconstruction environmental permits commensurate with the state of the Project development for Sections A and B, including: a USACE Section 404 permit, an IDEM Section 401 permit, and two IDNR CIF permits.

With respect to Section C, it is anticipated that modifications to the USACE Section 404 and IDEM Section 401 permits will be required. Impacts to Waters of the US and Waters of the State will be considered to be cumulative across all Sections of the Project. Impacts from Sections A and B of the Project to jurisdictional waters are currently being mitigated through the purchase of credits from the Central Indiana Mitigation Bank. It is also anticipated that Section C will require two additional CIF permits and a Rule 5 permit.

Upon award, the Design-Build Contractor will be responsible to obtain all Rule 5 permits and any modifications required for the Section 404 and Section 401 permits. The Design-Build Contractor will also be responsible for obtaining any CIF permits required for Section C and for any CIF permit modifications required for Sections A and B. The Design-Build Contractor will be responsible for mitigating any additional impacts to jurisdictional waters. It is anticipated that additional impacts will be mitigated through the purchase of additional credits from the Central Indiana Mitigation Bank. The Design-Build Contractor must submit their design and obtain a Hamilton County regulated drain permit, using the Hamilton County Surveyor's Office as a contact. The Design-Build Contractor must also submit their design to Madison County's drainage board for a drainage review, although it is not anticipated that a permit will be required at this time. The Design-Build Contractor will be responsible for obtaining and maintaining all regulatory, environmental, building and other permits (including any permit modifications) to develop, design and construct the Project, including the foregoing permits. The Design-Build Contractor's responsibility will include compliance with all NEPA commitments for mitigation and monitoring as set forth in the NEPA documents and all permit conditions included in any approvals, authorizations, determinations, and conditional permits. The Design-Build Contractor will finalize all permit applications based on its proposed design and obtain final permits from the permitting agencies, including taking responsibility for any changes in permits and permit conditions arising out of the Design-Build Contractor's design. INDOT will

support the Design-Build Contractor in coordination with environmental regulatory and permitting agencies. Except as otherwise required by law or set forth in the PPA, it is anticipated that INDOT will be the permittee on Project permits.

The RFP will provide further details regarding permits and allocation of responsibility for securing them.

### 2.4. ROW Acquisition

No additional ROW is currently anticipated for the Project and the Project will be constructed within existing ROW.

### 2.5. Site Conditions

#### 2.5.1. Geotechnical

INDOT has already performed certain geotechnical investigation work for the Project and certain historical geotechnical investigation work exists for the Project. Such work includes activities conducted on environmental resources such as wetlands, and historical/archaeological conditions. IFA will make such historical and new information available to Qualified Proposers.

IFA does not anticipate that Proposers will need to conduct any geotechnical investigation in order to respond to this RFQ. To the extent that any Qualified Proposer desires additional geotechnical investigation prior to submittal of its Proposal, then such Proposer will need to coordinate with the Project Sponsors prior to conducting any investigation. The Project Sponsors may decide to perform additional geotechnical investigation based on input received from Qualified Proposers during the draft RFP process.

#### 2.5.2. Utilities

INDOT has certain historical utility information for the Project and will make such information available to Qualified Proposers. INDOT is also currently undertaking additional utility investigation work which also will be made available to Qualified Proposers. IFA does not anticipate that Proposers will need to conduct any utility investigations in order to respond to this RFQ. Qualified Proposers may, during the RFP process, be asked to provide input on what, if any, additional utility investigation information may need to be collected. The Project Sponsors may decide to perform additional utility investigation based on the input received from Qualified Proposers during the RFP process.

### 2.5.3. Hazardous Materials

INDOT has certain hazardous materials information for the Project and will make such information available to Qualified Proposers. At this time, no material hazardous materials issues have been identified in the Project footprint. IFA does not anticipate that Proposers will need to conduct any hazardous material investigation in order to respond to this RFQ. Qualified Proposers may, during the draft RFP process, be asked to provide input on what, if any, additional hazardous materials investigation information may need to be collected. The Project Sponsors may decide to perform additional hazardous material investigation based on the input received from Qualified Proposers during the RFP process.

## 2.6. Third Parties

### 2.6.1. Utility Companies

The Project Sponsors intend to initiate coordination with affected utilities during the RFP process. Design-Build Contractor, however, will be responsible for coordination with utility owners, obtaining utility agreements and compliance with such utility agreements during both the RFP process, as required, and during the term of the PPA. Design-Build Contractor will be responsible for performing or causing certain necessary utility relocations/adjustments to be performed in accordance with applicable standards and laws and for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs or IFA expressly retains such responsibilities in accordance with the PPA. Section 2.5.2 contains additional information on Design-Build Contractor responsibilities regarding utilities.

The RFP will provide further details regarding utility relocations/adjustments and the responsibility therefor.

### 2.6.2. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include City of Fishers, City of Noblesville, City of Pendleton, Hamilton County, Madison County, Indianapolis Metropolitan Planning Organization, Madison County Council of Governments (MCCOG) and FHWA, and it is anticipated that the Design-Build Contractor will play an active role in coordinating with these and other stakeholders. The RFP will set forth the parties' respective obligations for coordination with all governmental agencies and third-party stakeholders.

### 2.6.3. Other Due Diligence Activities

IFA is assessing if any additional information regarding site conditions or other due diligence beyond that which is provided in this Part A will be provided. The Qualified

Proposers may, during the RFP process, be asked to provide input on this topic; however IFA and INDOT are under no obligation to provide such additional information.

### 2.7. Design and Construction Standards

IFA anticipates including in the RFP a set of project-specific standards and specifications, as well as a baseline project definition and configuration. The RFP may permit Qualified Proposers to propose, for IFA's consideration, alternative technical concepts, exceptions and deviations from certain of these standards and requirements. The alternative technical concept process, including any constraints or parameters on potential submissions, shall be set forth in the RFP. All requests for deviations shall follow the requirements set forth in the RFP and the PPA. Proposers should note, however, that there may be restrictions on deviations from federal and state mandated design and construction standards.

### 2.8. Maintenance During Construction; Design-Build Contractor Warranties; Parent Guaranties

Design-Build Contractor will be responsible for performing maintenance during construction of the Project. Design-Build Contractor may also be required to provide a warranty of the design and construction work for specified portions of the Project for a period specified in the PPA. Warranty bonds from the Design-Build Contractor may be required to support its obligations with respect to such warranties and work relating to such portions.

A guaranty of Design-Build Contractor's obligations under the PPA shall be required under the following circumstances: (i) Proposer was advised by IFA that a guaranty would be required as a condition to the prequalification of Proposer, (ii) Design-Build Contractor's organization is a newly formed corporation or a limited liability entity, (iii) Proposer is not the ultimate parent entity in its organizational/corporate structure; and (iv) the form of organization of Proposer changes after qualification and IFA determines, in its sole discretion, to require a guarantor as a condition to approving such change.

Additional details regarding the foregoing items and responsibilities shall be set forth in the RFP.

# 3. PROJECT FINANCING

## 3.1. Design-Build Contract Through a PPA

IFA intends to procure and deliver the Project under a best value design-build model with a price within a defined maximum limit. Notwithstanding anything to the contrary in this RFQ, IFA reserves the right to revise the scope of this procurement and the delivery model.

## 3.2. Payment Structure

The structure for the PPA is intended to include the following features:

(a) It is anticipated that the Design-Build Contractor will design and build the Project for a lump sum price payable as progress payments based upon an agreed schedule of values.

(b) The funds for this Project have been appropriated as part of the Major Moves 2020 Highway Trust Fund. Through agreement that will be entered into between IFA and INDOT, INDOT will transfer the appropriated funds to IFA for this Project.

# 4. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP

## 4.1. Overview

IFA intends to enter into a PPA for the design and construction of the Project. The anticipated PPA will among other things, obligate Design-Build Contractor to (a) design and construct the Project; (b) maintain the Project during construction; and (c) potentially provide a warranty of the design and construction work for some or all of the Project, under the terms and conditions specified by IFA in the PPA.

Notwithstanding anything to the contrary in this RFQ, IFA reserves the right to revise the scope of this procurement.

## 4.2. Indiana Common Wage

Design-Builder shall be required to comply with the Indiana Common Wage, IC 5-16-7 and IC 8-15.5-6-2.

## 4.3. MWBE Requirements

Pursuant to IC 8-15.5-6-3, where opportunities exist, IFA desires to make opportunities available to minority- and women-owned business enterprises ("MWBE"). Opportunities may include consultant and construction subcontracts as well as other service providers. Design-Builder shall be subject to 25 IAC 5 concerning equal opportunities for minority and women's business enterprises. Information regarding MWBE requirements and goals for the Project will be included in the RFP

## 4.4. Performance Security, Insurance and Indemnity

IFA anticipates that the PPA will require Design-Build Contractor to provide both payment and performance security and insurance coverage in connection with the design and construction work, and to indemnify, defend and hold the Project Sponsors and related entities and persons harmless against third party and other claims as specified in the PPA. Specific requirements for the performance and payment security, insurance and indemnification will be set forth in the RFP and the PPA. IFA does not have the authority to provide a general indemnification to Design-Build Contractor.

# 5. DESCRIPTION OF PROCUREMENT PROCESS

## 5.1. Statutory Authority

IFA is issuing this RFQ in accordance with the provisions of Indiana Code 8-15.5 et seq., as amended (the "Statute") and other applicable provisions of law.

## 5.2. Overall Process

The procurement involves a two-stage process: this RFQ followed by an RFP.

IFA will evaluate the SOQs it receives in response to this RFQ and will determine, according to criteria generally outlined herein, the Qualified Proposers eligible to respond to the RFP.

Following the determination of Qualified Proposers, IFA anticipates releasing a draft RFP for review and comment by the Qualified Proposers, including a scope of work for the Project. IFA will schedule one or more one-on-one or group meetings to discuss issues and comments identified by the Qualified Proposers. Specific details concerning the draft RFP process will be made available to the Qualified Proposers following the announcement of the Qualified Proposers.

The draft RFP process will include disclosure of materials and communications with IFA that are confidential in nature and Qualified Proposers will be required to execute a confidentiality agreement, the form of which will be provided following prequalification.

After consideration of industry input, IFA intends to issue a final RFP to the Qualified Proposers. Additional one-on-one meetings are currently contemplated after such issuance. Answers to questions that arise after the issuance of the final RFP may be addressed in the form of addenda.

Following receipt and evaluation of Proposals, IFA may select a Qualified Proposer ("Preferred Proposer"), based on the evaluation criteria set forth in the RFP, to negotiate and finalize the PPA for award and execution. IFA currently contemplates that a best value evaluation process using a defined maximum price will be utilized to evaluate Proposals. As noted in this Part A, Section 2.1, the evaluation criteria of the RFP may consider if and how much of Section C of the Project that a Qualified Proposer may include in its Proposal. The RFP shall set forth IFA's rights and remedies if IFA is unable to finalize the terms and conditions of the PPA with the Preferred Proposer, the Preferred Proposer elects not to execute the PPA or any other condition to execution of the PPA with the Preferred Proposer is not satisfied, which may include, without limitation, that IFA may select the next highest rated Qualified Proposer(s) in succession to finalize the PPA for award and execution. Alternatively, IFA may, at any time,

terminate the procurement. IFA further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

### 5.3. Payment for Work Product

IFA will offer to pay a stipend for work product in the amount of $225,000 to each unsuccessful Qualified Proposer that complies with the terms of the RFP and submits a responsive and timely Proposal in exchange for ownership of the Proposal's work product and the ideas within.

Payment of such stipend shall be provided in return for the transfer and assignment to IFA of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Qualified Proposer's Proposal, and IFA reserves the right to use such property, ideas, techniques and approaches in connection with a PPA awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Qualified Proposer. Qualified Proposers eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Additional details about the stipend, and specific provisions regarding payment of the stipulated amount, will be included in the RFP.

No other payment shall be made in connection with this RFQ, and no payment will be made to Proposers that are not prequalified, fail to submit responsive Proposals by the Proposal Due Date or are disqualified from the process prior to award.

### 5.4. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, Proposers must submit all questions and requests for clarification in writing to the RFQ Procurement Contact by the deadlines listed in this Part A, Section 1.7 at the following address:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Silvia Perez
Telephone: (317) 234-7701
Fax: (317) 232-6786
E-mail: SPerez@ifa.in.gov

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project.

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page

number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify Proposer's identity in the body of the question and (iv) conspicuously identify whether Proposer views its question or comment as confidential in nature.

IFA will provide responses to Proposer clarification requests within a reasonable time following receipt, subject to the deadlines set forth in this Part A, Section 1.7. IFA will post responses to those questions of general application and requests for clarifications which IFA deems to be material and not adequately addressed in previously provided documents on http://www.in.gov/ifa/2920.htm(the "Procurement Website").

No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact will be considered. Questions from a Proposer shall be submitted only by a single representative of that Proposer, and must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

The questions and IFA's responses will be in writing and will be posted to all Proposers, except that IFA intends to respond individually to those questions identified by a Proposer and deemed by IFA as containing confidential information relating to Proposer's SOQ. IFA reserves the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, IFA will inform Proposers and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if IFA determines that it is appropriate to provide a general response, IFA will modify the question to remove information that IFA determines is confidential. IFA may rephrase questions as it deems appropriate and may consolidate similar questions. IFA may also create and answer questions independent of the Proposers' questions. IFA contemplates issuing multiple sets of responses at different times during the procurement process.

IFA reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Due Date and will post any addenda on the Procurement Website. In issuing an addendum shortly before the SOQ Due Date, IFA will consider whether an extension of the SOQ Due Date is warranted. Any addenda will be posted on the Procurement Website.

Proposers should monitor the Procurement Website for information concerning this procurement and will be required to acknowledge in their transmittal letter (Part C, **Form A**) that they had access to all relevant materials posted thereon.

### 5.5. Project Documents

IFA has assembled certain documents and information relating to the Project (the "Project Documents") which are available to Proposers at http://www.in.gov/dot/div/contracts/i69.htm ("Document Website"). The Project Documents may be accessed at the Project website. It is anticipated that additional Project Documents will be made available to Qualified Proposers. Except as otherwise specifically provided, neither Project Sponsor makes any representation or warranty as to the completeness of the list of available documents on the Document Website or the Procurement Website or the accuracy, utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in the RFP and PPA, Proposers shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk.

# 6. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

## 6.1. General

IFA expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow IFA to evaluate Proposers based on the criteria set forth herein.

SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations.

## 6.2. Format

Each responding Proposer shall submit one original and 15 copies (for a total of 16) of its SOQ, for submission in loose-leaf three ring binders, contained, collectively, in one or more durable, sealed containers. The original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 15 on its face and spine. Each copy shall have the Proposer's name clearly marked on the face and spine.

In addition to the hard copy SOQ submittal, each responding Proposer shall submit an electronic copy (in CDs/DVDs or USB flash drive) of the SOQ in searchable and printable portable documents format (.pdf) (except that original executed letters need not be searchable). The ".pdf" submissions must be organized to correspond to the "tab" requirements set forth in this Part A, Section 6.3 below. Proposer may elect to "index" the ".pdf" submission or provide a series of discrete ".pdf" files, named so as to correspond to the "tab" requirements set forth in this Part A, Section 6.3 below. Proposer's "flash drive" or CDROM, or other physical conveyance of its electronic submission must be appended to Proposer's "Original".

Submittals must be prepared on 8-1/2" x 11" sized white paper, except as noted below. Double-sided printing is requested. 11" x 17" pages are allowed for organizational charts, but not for narrative text. Printed lines may be single-spaced. The font size shall be no smaller than twelve-point, provided the font in organizational charts may be ten-point so long as the organizational charts are legible.

## 6.3. Contents and Organization

Proposers must organize their SOQs in the order set forth in Part B. If a Proposer elects to include material in addition to the information specifically requested, such Proposer shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to any applicable page limitation. Each binder may be subdivided as needed, so long as Proposers "tab" the contents of their

SOQ to correspond to the section, and subsection order and numbering system shown in Exhibit A.

### 6.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Request for Qualifications
Response to the Request for Qualifications to
Design and Build the I-69 Major Moves 2020 Expansion Project
through a Public-Private Partnership Agreement

SOQs shall be delivered by hand or express mail courier to the IFA "RFQ Procurement Contact" identified below.

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Silvia Perez
Telephone: (317) 234-7701
Fax: (317) 232-6786
E-mail: SPerez@ifa.in.gov

IFA will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by the RFQ Procurement Contact or his/her designee.

SOQs must be submitted by noon prevailing Eastern Time on the SOQ Due Date specified in this Part A, Section 1.7. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by IFA during normal business hours up to the SOQ Due Date and time specified.

Proposers are solely responsible for assuring that IFA receives their SOQs by the specified delivery date and time at the address listed above. IFA shall not be responsible for any delays in delivery beyond the control of IFA, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

# 7. EVALUATION PROCESS AND CRITERIA

## 7.1. Responsiveness

Each SOQ will be reviewed for (a) the responsiveness of the Proposer to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. IFA may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

## 7.2. Pass/Fail Evaluation

Following or in conjunction with evaluation of each SOQ for responsiveness, IFA will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a "pass" on all pass/fail items in order to be qualified to propose on this Project.

(a) The SOQ contains an original executed transmittal letter as required in Part B, General.

(b) Proposer is capable of obtaining (i) a payment bond or bonds in the aggregate amount of $85 million from an Eligible Surety, and (ii) a performance bond or bonds in the aggregate amount of $85 million from an Eligible Surety. As used herein, an "Eligible Surety" is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) or rated least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

(c) Neither Proposer nor any other entity that has submitted **Form C** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government.

(d) The information disclosed in **Form C** and/or in response to Part B, Section 2.6 does not, in IFA's determination, materially adversely affect Proposer's ability to carry out the Project responsibilities potentially allocated to it in the PPA.

(e) The Proposer team is prequalified in Indiana for the amount and areas of work set forth in this Part A, Sections 2.1.3(a) and 2.1.3(b) or otherwise meets the requirements set forth in this Part A, Section 8.4.1.

### 7.3. Changes in Proposer Organization

Subject to the limitations herein, IFA may permit Qualified Proposers to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders Proposer team, in IFA's sole determination, less qualified to develop the Project. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without IFA's prior written consent:

(a) Deletion, substitution or change in composition of a Qualified Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;

(b) Deletion or substitution of an Equity Member, a Major Participant, a guarantor of a Qualified Proposer or any other entity that will bear financial responsibility or liability for the performance of the Qualified Proposer; and

(c) Other changes, direct or indirect in the equity ownership of a Qualified Proposer (excluding changes resulting from public trading of stock).

As used in this RFQ, an "Equity Member" means (i) each entity with a direct equity/ownership interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity/ownership interest in Proposer.

### 7.4. RFP Procedure and Evaluation

Qualified Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals will differ from the criteria set forth herein to evaluate SOQs. In addition, the evaluation of the SOQs shall not carry over or be used in any way in the evaluation of the Proposals.

# 8. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

## 8.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the PPA. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by IFA in connection with the RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.

The specific rules of contact are as follows:

(A) After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or either team's Proposal; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions set forth in this Part A, Section 8.4.2) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during IFA sponsored informational meetings);

(B) IFA shall be the sole contact for purposes of this procurement, the RFQ and the RFP. Proposers shall correspond with IFA regarding the RFQ and RFP only through designated representatives (which initially shall be the RFQ Procurement Contact identified in this Part A, Section 6.4);

(C) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the PPA, (ii) rejection of all Proposals by IFA or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, the PPA or the procurement described herein with:

- Any member of IFA; and
- Any IFA or INDOT staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 8.3),

except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by IFA's Public Finance Director, in his/her sole

discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, the PPA or the procurement or limit participation in public meetings or any public or Proposer workshop related to this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of IFA;

(D) Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors of the entities listed below. IFA will provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- City of Fishers
- City of Pendleton
- City of Noblesville
- Hamilton County
- Madison County
- Indianapolis Metropolitan Planning Organization
- Madison County Council of Governments (MCCOG)
- FHWA
- Environmental, regulatory and permitting agencies
- Utilities

Information requests concerning these entities shall be sent to the RFQ Procurement Contact;

(E) Any communications determined to be prohibited or improper, at the sole discretion of IFA, may result in disqualification;

(F) Any official information regarding the Project will be disseminated from IFA's office on agency letterhead. Any official correspondence will be in writing and signed by either the RFQ Procurement Contact or IFA's Public Finance Director;

(G) IFA will not be responsible for and Proposers may not rely on any oral or written exchange or any other information or exchange that occurs outside the official process specified herein; and

### 8.2. Confidentiality and Disclosure of SOQs

#### 8.2.1. Public Records Act

Once submitted, the SOQs shall become the property of IFA, may not be returned to Proposers and are subject to the Indiana Public Records Act, Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.5 (collectively, the "Public Records Act"). Proposers are encouraged to familiarize themselves with the Public Records Act. In the event Proposer submits any documents which Proposer believes are not subject to disclosure pursuant to the Public Records Act, it must conspicuously mark each document "CONFIDENTIAL" in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA to treat the entire SOQ as public information.

IFA will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on IFA by the Public Records Act or other applicable law. IFA reserves the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

Information submitted by Proposers may be made available to FHWA representatives. IFA intends to follow procedures established by FHWA to avoid disclosure, to the extent possible, of such information under the Freedom of Information Act.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the submitting party, IFA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that IFA reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by IFA in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Proposer objecting to disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall IFA, or any of its agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

#### 8.2.2. IFA Obligations During Discussions or Negotiations

Pursuant to IC 8-15.5-4-2, IFA may not disclose the contents of Proposals during discussions or negotiations with eligible offerors (Proposers), except as otherwise required by law or under order from a court with jurisdiction.

### 8.3. Organizational Conflicts of Interest

It is IFA's policy that any person or firm under contract, or previously under contract, with IFA or INDOT to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Design-Build Contractor team. Exceptions to this policy may be granted by IFA, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible because IFA shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- Nossaman LLP
- Ice Miller LLP
- Parsons Transportation Group
- Earth Exploration, Inc.
- PCS Engineers, Inc.

- Cardno TBE
- Weintraut & Associates Historians
- "Affiliates" of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other Financially Responsible Parties for the entity).

Such persons and entities are also prohibited from participating on a Proposer team as an Equity Member, a Major Participant, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to IFA that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, IFA may, at its discretion, disqualify Proposer. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a PPA as Design-Build Contractor, IFA may, at its sole discretion, terminate the PPA. In either case, IFA reserves all legal rights and remedies.

Proposers are also advised that IFA's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

### 8.4. Limitations on Proposer Team Membership

#### 8.4.1. Prequalification and Licensing Requirements

In order to be a Qualified Proposer, a Proposer team (inclusive of Proposer, its Major Participants and other identified subcontractors listed in the SOQ) shall, as of the SOQ Due Date, be prequalified by INDOT to perform the scope and amount of services for the Project set forth in this Part A, Sections 2.1.3(a) and 2.1.3(b). In other words, the Proposer team, in the aggregate, must possess all such required INDOT prequalifications and such prequalifications must be valid and in effect.

If a Proposer team does not have all required INDOT prequalifications set forth in this Part A, Sections 2.1.3(a) and 2.1.3(b) as of the SOQ Due Date, such Proposer may still

submit an SOQ and may be conditionally determined to be a Qualified Proposer so long as (i) it has submitted a prequalification package to INDOT as of the SOQ Due Date that, if approved, would result in such Proposer team having, in the aggregate, all required INDOT prequalifications set forth in this Part A, Sections 2.1.3(a) and 2.1.3(b); and (ii) all such required prequalifications are granted by INDOT no later than 90 days after the SOQ Due Date. Neither IFA nor INDOT shall bear risk, responsibility or liability for any delay by a Proposer team in obtaining, or failure by a Proposer team to obtain, any prequalification and such Proposer assumes all risk, responsibility and liability therefor. Except as approved by IFA, in its sole discretion, no delay by IFA or INDOT in the prequalification process and no appeal rights (even if successful) for any denial of a prequalification or other rights or remedies of the Proposer or any team member associated with the prequalification process shall apply to this requirement and timeline. Failure of a Proposer team that has been conditionally determined by IFA to be a Qualified Proposer to obtain the required prequalifications and deliver evidence thereof to IFA on or before 90 days after the SOQ Due Date may, in IFA's sole discretion, result in disqualification from the procurement process and loss of eligibility to submit a Proposal and earn award of the Project. Such determination shall be final and binding and not subject to protest or appeal.

Proposers are also advised that, as part of the RFP, they will be required to demonstrate evidence of additional prequalifications for their team for work required for the Project pursuant to INDOT's prequalification process. Additional details shall be set forth in the RFP.

In addition to the above, other members of a Proposer team that will be undertaking work that requires an INDOT prequalification or an Indiana license must be prequalified and licensed prior to performing the applicable work assigned to such member.

#### 8.4.2. Participation on More Than One Proposer Team

To ensure a fair and competitive procurement process, Major Participants (see definition in Part B, Section 1) are forbidden from participating, in any capacity, on another Proposer team during the course of the procurement. If a Proposer is not prequalified as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Major Participants) are thereafter free to participate on Qualified Proposer teams, subject to the requirements of this Part A, Sections 7.6 and 8.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 8.4 may be disqualified from further participation as a Proposer for the Project.

# 9. PROTEST PROCEDURES; DEBRIEFINGS

## 9.1. Applicability.

This Part A, Section 9 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests regarding:

(a) allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed IFA's authority;

(b) a determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria set forth in this RFQ; and

(c) prequalification determinations.

## 9.2. Required Early Communication for Certain Protests.

Protests concerning the issues described in this Part A, Section 9.1(a) may be filed only after Proposer has informally discussed the nature and basis of the protest with IFA, following the procedures prescribed in this Part A, Section 9.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in this Part A, Section 5.4. The written request shall include an agenda for the proposed one-on-one meeting. IFA will meet with Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, IFA may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

## 9.3. Deadlines for Protests.

(a) Protests concerning the issues described in Part A, Section 9.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than 5 business days after the addendum is issued.

(b) Protests concerning the issues described in this Part A, Section 9.1(b) must be filed no later than 5 calendar days after receipt of the notification of non-responsiveness or that an SOQ has failed any of the pass/fail criteria set forth in this RFQ.

(c) Protests concerning the issues described in this Part A, Section 9.1(c) must be filed no later than 7 calendar days after the earliest of the notification of the Qualified Proposers and the public announcement of the Qualified Proposers.

### 9.4. Content of Protest.

Protests shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the RFQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

### 9.5. Filing of Protest.

Protests shall be filed by hand delivery on or before the applicable deadline to IFA's Public Finance Director with a copy to IFA General Counsel at Indiana Finance Authority, Public Finance Director of the State of Indiana, One North Capitol Avenue, Suite 900. Indianapolis, Indiana 46204 and INDOT Chief Counsel at 100 North Senate Avenue, Room N758, Indianapolis, Indiana 46204-2248, as soon as the basis for protest is known to Proposer. For any protests filed after the SOQ Due Date, Proposer filing the protest shall concurrently send a copy of the protest with the other Proposers whose addresses may be obtained by contacting the RFQ Procurement Contact.

### 9.6. Comments from Other Proposers.

Other Proposers may file statements in support of or in opposition to the protest within 5 calendar days of the filing of the protest. IFA will promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

### 9.7. Burden of Proof.

The protestant shall have the burden of proving its protest by clear and convincing evidence. IFA may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

### 9.8. Decision on the Protest.

IFA's Public Finance Director or his/her designee shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, IFA may, in its sole discretion, make appropriate revisions to this RFQ by issuing an addendum.

The written decision of IFA's Public Finance Director shall be final and non-appealable.

### 9.9. Protestant's Payment of Costs.

If a protest is denied, Proposer filing the protest shall be liable for IFA's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by IFA as a consequence of the protest.

### 9.10. Rights and Obligations of Proposers.

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 9, and expressly waives all other rights and remedies that may be available to Proposer under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold IFA and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

### 9.11. Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not prequalified may request a debriefing. Debriefings shall be provided at the earliest feasible time after notification of the Qualified Proposers. The debriefing shall be conducted by a procurement official familiar with the rationale for the prequalification decision.

Debriefings shall:

(a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;

(b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and

(c) Provide information on areas in which the unsuccessful Proposer's SOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

# 10. IFA RESERVED RIGHTS

In connection with this procurement, IFA reserves to itself all rights (which rights shall be exercisable by IFA in its sole discretion) available to it under the Statute and applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of IFA and the State.
- Revise the scope, type, structure and specific terms of this procurement.
- Modify the scope of the Project during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If IFA is unable to negotiate a PPA to its satisfaction with a Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Statute and other provisions of State law, as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by IFA of a PPA, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 5.3 of this RFQ.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not prequalify any Proposer responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate PPA negotiations at any time, elect not to commence PPA negotiations with any Qualified Proposer, and engage in negotiations with other than the highest ranked Qualified Proposer.
- Issue addenda, supplements and modifications to this RFQ.

- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.

- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ, regardless of whether the information or evidence was explicitly required by the RFQ.

- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including personal experience of evaluators.

- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.

- Negotiate with a Qualified Proposer without being bound by any provision in its Proposal.

- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.

- Disqualify any Proposer that changes its submittal after the SOQ Due Date without IFA approval.

- Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ or RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from IFA.

- Add to the list of Qualified Proposers any Proposer that submitted an SOQ in order to replace a previously Qualified Proposer that withdraws or is disqualified from participation in this procurement.

- Not issue any notice to proceed after execution of the PPA.

- Design and construct some or all of the Project itself.

- Exercise any other right reserved or afforded to IFA under this RFQ or applicable laws and regulations.

**This RFQ does not commit or bind IFA to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this Part A, Section 5.3, IFA assumes no obligations, responsibilities, and liabilities, fiscal or**

**otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.**

# PART B

# Statement of Qualifications

*Proposers are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part. Italics indicate explanations or instructions to Proposer as opposed to a request for information.* For the convenience of Proposers, an outline of the submittal requirements is set forth in Exhibit A.

**SOQ CONTENTS**

The SOQ shall contain the following:

**1. GENERAL**

(a) **Form A** (transmittal letter). A duly authorized official of Proposer or lead firm must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in Proposer team.

(b) **Executive Summary:** An Executive Summary, not exceeding five pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's SOQ. The Executive Summary shall address why Proposer wants to become Design-Build Contractor.

(c) **Confidential Contents Index:** A page executed by Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located that Proposer deems confidential information protected by the Public Records Act; provided, however, if there are no page numbers for the specific item (and page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to IFA as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on IFA, determinative of any issue relating to confidentiality

or a request under the Public Records Act or override or modify the provisions of the Statute or IFA's responsibilities thereunder.

## 2. Proposer and Team Information

Proposers shall provide the following information relevant to the identity and qualifications of Proposer, its Equity Members, other Major Participants and any other team members that Proposer wishes to identify in its SOQ. The term "Major Participant" shall mean the following team members:

(a) The lead construction/design-build firm (if not the Proposer);

(b) The lead engineering/design firm(s) (if not the Proposer);

(c) Each subcontractor that will perform work valued at 10% or more of the construction work;

(d) Each subconsultant that will perform 30% or more of the design work; and

(e) Any team members that are required for the Proposer team to satisfy the prequalification requirements for any work types described in Part A, Section 2.1.3. If a Proposer is not yet prequalified in all of such categories and is submitting its SOQ to be conditionally qualified pursuant to Part A, Section 8.4.1, team members that have submitted a prequalification package to INDOT as of the SOQ Due Date in order to obtain the required prequalifications for the Project should be identified.

### 2.1. Proposer

Identify the legal name of Proposer. If the name is a "doing business as" (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Proposer and the state of its organization. If the Proposer firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis. If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix.

### 2.2. Equity Members

For each Equity Member of Proposer, identify the entity's role, planned equity ownership percentage and the entity's legal nature and state of organization.

### 2.3. Major Participants and Other Team Members

Identify all Major Participants and any other team members that Proposer wishes to identify (e.g., quality assurance firms, design subconsultants, etc.) in its SOQ at this time ("Other Team Members"). For each Major Participant and Other Team Member, identify the entity's role and the entity's legal nature and state of organization. If the lead engineering firm is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to the SOQ. If the lead engineering firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis. Proposers shall not include more than one lead engineering firm (provided that the foregoing does not preclude the lead engineer from being a consortium, partnership or any other form of joint venture as otherwise contemplated in the RFQ).

### 2.4. Proposer and Team Structure

Describe Proposer's team and management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer team and how Proposer will institutionally operate. Describe how Proposer's management structure will facilitate completion of all work required for the Project. Describe the prior experience (if any) of Proposer, Equity Members and Major Participants working together within a consortium, partnership or any other form of joint venture.

### 2.5. Form B-1 and Organizational Charts

Provide **Form B-1**. Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements. A separate organizational chart covering key personnel shall also be provided.

### 2.6. Proposer Legal Information

The following information regarding legal issues affecting Proposer and its team members shall be submitted:

#### 2.6.1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to Proposer, any Equity Members and Major Participants that must be resolved in order to deliver the Project and perform its obligations under a PPA.

#### 2.6.2. Legal Liabilities

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFQ) involving transportation projects in North America in which Proposer, any Equity Member, any Major Participant and any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

For purposes of this Section 2.6.2 and Section 2.6.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participants as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer or Major Participant), and any guarantor, that, within the past five years (measured from the date of issuance of this RFQ) have engaged in business or investment in North America.

#### 2.6.3. Legal Proceedings

Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a transportation project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Participant or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) $200,000 on projects with a contract value in excess of $10 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if

settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

*With respect to the information solicited in this Part B, Section 2.6.1, 2.6.2 and 2.6.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling IFA to contact owner representatives may, in the sole discretion of IFA, lead to a "fail" rating for the team or disqualification from the procurement process.*

## 3. Additional Materials

### 3.1. Forms B-2 and C

Provide executed originals of **Form B-2** and **Form C** for Proposer, each Equity Member, each Major Participant and each guarantor.

### 3.2. Surety Letter

Provide a letter from an Eligible Surety indicating that Proposer team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of $85 million, as evidence of Proposer's bonding capacity. Letters must specifically state the amount the Proposer is capable of obtaining from the Eligible Surety. Letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated Proposer's financial statements and capability, backlog and work-in-progress in determining its bonding capacity.

If a Proposer or other entity to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Equity Members of such entity; provided, however, that each separate letter provided must reference the specific portion of the $85 million amount that the Eligible Surety is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

IFA has not yet determined the specific amount of payment and performance bonds that it will require for the Project. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by IFA for the Project, require payment and performance bond amounts in excess of the $85 million amount

referenced above. IFA shall delineate such requirements, which will be consistent with applicable law, in the RFP.

### 3.3. INDOT Certificate of Qualification Materials

#### 3.3.1. INDOT Certificate of Qualification or Letter Regarding Application for Certificate

Provide Proposer's and each Major Participant's INDOT Certificate of Qualification for each of the categories set forth in Part A, Sections 2.1.3(a) and 2.1.3(b). If the Proposer team does not possess the required INDOT prequalifications and is submitting its SOQ pursuant to Part A, Section 8.4.1, Proposer shall provide a letter from Proposer's chief executive officer, president, managing partner or equivalent, or from such relevant entity of Proposer's team (e.g., an Equity Member or subconsultant/subcontractor) that is seeking INDOT's prequalification, certifying that Proposer has submitted a complete Form CR-1 and required documentation to INDOT. The letter shall also state the date that the Form CR-1 was submitted to INDOT.

#### 3.3.2. Form CR-1

By submitting an SOQ, Proposer and Equity Members authorize INDOT to allow INDOT and IFA personnel, and INDOT and IFA consultants, access to the Proposer's and Equity Members' Forms CR-1 and any other prequalification information that is in the possession of INDOT. Proposer shall provide any additional authorizations necessary to permit such access to the Forms CR-1 and any other prequalification information.

### 3.4. Form CR-3

If a Proposer or its Equity Members are prequalified by INDOT for any amount less than "$UNLIMITED," provide such entity's most recent INDOT Form CR-3.

### 3.5. Form D

Provide a completed **Form D**.

# PART C
# FORMS AND EXHIBIT

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**FORM A**
**TRANSMITTAL LETTER**

PROPOSER: _____

SOQ Date: April 20, 2015

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Ms. Silvia Perez

The undersigned ("Proposer") submits this Statement of Qualifications (this "SOQ") in response to the Request for Qualifications dated **[March 20, 2015]** (as amended, the "RFQ"), issued by the Indiana Finance Authority ("IFA") to design and construct the Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

Transmittal Letter (this **Form A**);

Executive Summary;

Confidential Contents Index;

Proposer and Team Information (including **Form B-1**);

**Forms B-2 and C**;

Surety Letter(s);

INDOT Certificates of Qualification or Letter Regarding Application for Certificate;

INDOT Form CR-3 (if applicable); and

**Form D**.

Proposer acknowledges access to all materials posted on the Procurement Website and Document Website and the following addenda and sets of questions and answers to the RFQ:

[Proposer to list any other addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing **Form A**]

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Proposer understands that IFA is not bound to prequalify any Proposer and may reject each SOQ that IFA may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Proposer, except, to the extent of any payment offered by IFA for work product, as described in Part A, Section 5.3 of the RFQ.

Proposer **[**and Equity Members (*if applicable*)**]** authorize INDOT to allow INDOT and IFA personnel, and the consultants of INDOT and IFA, access to the Proposer's and **[**and Equity Members' (*if applicable*)**]** Forms CR-1 and any other prequalification information in possession of INDOT. Proposer **[**and Equity Members (*if applicable*)**]** will provide any additional authorizations necessary to allow such access.

Proposer agrees that IFA will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer's rights and remedies to protest or challenge the RFQ or any determination or prequalifying thereunder.

This SOQ shall be governed by and construed in all respects according to the laws of the State of Indiana.

Proposer's business address:

_____

(No.) (Street) (Floor or Suite)

_____

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: _____

*[insert appropriate signature block from following pages]*

1. Sample signature block for corporation or limited liability company:

*[Insert Proposer's name]*

By: _____

Print Name:_____

Title: _____

2. Sample signature block for partnership or joint venture:

*[Insert Proposer's name]*

By: *[Insert general partner's or member's name]*

By: _____

Print Name:_____

Title: _____

*[Add signatures of additional general partners or members as appropriate]*

3. Sample signature block for attorney in fact:

*[Insert Proposer's name]*

Print Name:_____

Title: _____

Attorney in Fact

4. Sample signature block for a Proposer not yet formed as a legal entity:

[Insert Proposer name]

By:_____

Print Name:_____

Title:_____

**FORM B-1**
**PROPOSER TEAM SUMMARY**

| | |
|---|---|
| **PROPOSER** | |
| **CONTACT PERSON** | |
| **ADDRESS** | |
| **TELEPHONE NUMBER** | |
| **E-MAIL ADDRESS** | |

| | |
|---|---|
| **EQUITY MEMBERS (if different than Proposer) (*Duplicate for each Equity Member*)** | |
| **NAME OF FIRM** | |
| **CONTACT PERSON** | |
| **ADDRESS** | |
| **TELEPHONE NUMBER** | |
| **E-MAIL ADDRESS** | |

| | |
|---|---|
| **MAJOR PARTICIPANT (*Duplicate for each Major Participant*)** | |
| **NAME OF FIRM** | |
| **CONTACT PERSON** | |
| **ADDRESS** | |
| **TELEPHONE NUMBER** | |
| **E-MAIL ADDRESS** | |

| | |
|---|---|
| **GUARANTORS (See Part A, Section 2.8) (*Duplicate for each guarantor*)** | |
| **NAME OF FIRM** | |
| **CONTACT PERSON** | |
| **ADDRESS** | |
| **TELEPHONE NUMBER** | |
| **E-MAIL ADDRESS** | |

**FORM B-2**
**INFORMATION REGARDING**
**PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND GUARANTORS**

Name of Proposer:
_____

Name of Firm:
_____

Year Established: _____

Individual Contact: _____

Individual's Title: _____

Firm's CEO/Chairman: _____

Federal Tax ID No. (if applicable): _____

Telephone No.: _____

North American Industry Classification Code: _____

Fax No.: _____

Name of Official Representative (if applicable):
_____

Business Organization (check one):

- ☐ Corporation (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form C**) for the entity.)
- ☐ Partnership (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)
- ☐ Joint Venture (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)
- ☐ Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)
- ☐ Other (If yes, describe and complete Sections A-C and the Certification form (**Form C**))

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form B**) for each member firm and attach it to the SOQ. Also indicate the name and role of each guarantor and attach a separate form.

| Name of Firm | Role |
|---|---|
| | |
| | |
| | |
| | |

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____

Print Name: _____

Title: _____

Date: _____

[*Please make additional copies of this form as needed for each entity required to complete this form.*]

**FORM C**
**CERTIFICATION**

**Proposer:** _____

**Name of Firm Completing this Form:** _____

1. Has the firm or any affiliate,* or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years (measured from the date of issuance of this RFQ)?

   ☐ Yes ☐ No

   If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten years (measured from the date of issuance of this RFQ)?

   ☐ Yes ☐ No

   If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years (measured from the date of issuance of this RFQ)?

   ☐ Yes ☐ No

   If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years (measured from the date of issuance of this RFQ)?

   ☐ Yes ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved serious, repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers and e-mail addresses.

6. Has the firm or any affiliate* been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq*.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law?

☐ Yes ☐ No

If yes, please explain:

7. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years (measured from the date of issuance of this RFQ) governing Common Wages or prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

☐ Yes ☐ No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit,

indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

☐ Yes ☐ No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

_____

* The term "affiliate" has the meaning set forth in Part B, Section 2.6.2 of this RFQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____

Print Name: _____

Title: _____

Date: _____

[*Please make additional copies of this form as needed for each entity required to complete this form.*]

## FORM D
## ENTITIES PREQUALIFIED BY INDOT FOR SPECIFIC WORK TYPES

| Work Type | Prequalified Entity |
|---|---|
| A(A) Concrete Paving General | |
| B(A) Asphalt Paving | |
| 8.2 Complex Roadway Design | |
| 9.2 Level 2 Bridge Design | |

**EXHIBIT A**
**SOQ SUBMITTAL OUTLINE**

| SOQ Component | Form (if any) | RFQ Section Cross-Reference |
|---|---|---|
| **VOLUME 1 − *Submit 1 original and 15 copies of Volume 1*** | | |
| 1. General | | |
| (a) Transmittal Letter | Form A | Part B, General, (a) |
| (b) Executive Summary (not to exceed 5 pages) | -- | Part B, General, (b) |
| (c) Confidential Contents Index | -- | Part B, General, (c) |
| 2. Proposer and Team Information | | |
| (a) Proposer | -- | Part B, Section 2.1 |
| (b) Equity Members | -- | Part B, Section 2.2 |
| (c) Major Participants and Other Team Members | -- | Part B, Section 2.3 |
| (d) Proposer and Team Structure | -- | Part B, Section 2.4 |
| (e) Form B-1 and Organizational Charts | Form B-1 | Part B, Section 2.5 |
| (l) Legal Information | | |
| (i) Legal Issues | -- | Part B, Section 2.6.1 |
| (ii) Legal Liabilities | -- | Part B, Section 2.6.2 |
| (iii) Legal Proceedings | -- | Part B, Section 2.6.3 |

| SOQ Component | Form (if any) | RFQ Section Cross-Reference |
|---|---|---|
| Additional Materials | | |
| (a) Information Regarding Proposer, Equity Members, Major Participants and Guarantors | Form B-2 and Form C | Part B, Section 3.1 |
| (b) Surety Letter | -- | Part B, Section 3.2 |
| (c) INDOT Certificate of Qualification or Letter Regarding Application for Certificate | -- | Part B, Section 3.3.1 |
| (d) INDOT Form CR-3 | -- | Part B, Section 3.3.3 |
| (e) Form D | Form D | Part B, Section 3.3.4 |