

**Request for Information – Design, Installation and Commercial Use of Conduits
Along the Indiana Toll Road
Issue Date: May 6, 2016
RFI Due Date: May 27, 2016**

The Indiana Finance Authority (the “Authority”) is issuing this Request for Information (“RFI”), which requests responses from entities (for the purpose of this RFI, the “Respondent”) that may be interested in the design, construction and installation of three (3) conduits, and associated infrastructure, along an approximately twenty-three (23) mile portion and seventy (70) mile portion of the Indiana Toll Road (the “ITR”). The Respondent’s portions of the ITR include mile marker 0 through mile marker 23 of the ITR (the “Respondent’s West Portion”), as well as mile marker 87 through mile marker 157 of the ITR (the “Respondent’s East Portion” and, together with the Respondent’s East Portion, the “Respondent’s Portion”). The Concessionaire of the ITR (the “Concessionaire”) shall be installing three (3) like conduits along the remaining approximate sixty-four (64) mile portion of the ITR. Accordingly, the Concessionaire’s portion includes mile marker 23 through mile marker 87 of ITR (the “Concessionaire’s Portion”).

Throughout the entirety of both the Respondent’s Portion and the Concessionaire’s Portion, two (2) of the installed conduits will be exclusively reserved for Concessionaire and/or governmental use (the “Concessionaire’s Conduits”). In return, the Respondent shall have the access and ability to market, lease, and receive such revenues generated by the third installed conduit, throughout the entirety of both the Respondent’s Portion and the Concessionaire’s Portion (the “Respondent’s Conduit”). Thus, although the Respondent will only be responsible for the design, construction, and installation of conduits in just the Respondent’s Portion, it will have the right to generate and receive revenues from the Respondent’s Conduit that runs the entire length of the ITR. It is the Authority’s understanding that the best commercial use of the Respondent’s Conduit would be to install a fiber optic-based communications network that can be marketed and leased to third parties, but the Authority is open to other ideas that would make the best commercial use of the Respondent’s Conduit.

Pursuant to this RFI, the Authority is formally requesting responses from any interested entities for the purpose of entering into an agreement with such entity to design, construct and install the three (3) conduits and associated infrastructure in the Respondent’s Portion, and make the best commercial use of the Respondent’s Conduit that would benefit both the Authority and the entity. Any interested entity is encouraged to respond to this RFI, in accordance with the guidelines below.

Expectations/Specifications for Conduit Installment and Respondent’s Conduit

As stated, the Respondent shall be expected to install three (3) conduits in the Respondent’s Portion. Certain expectations/specifications for such installment include, but are not limited to, the following:

- All conduit installations will be within the ITR right-of-way
- For the design, construction and installation of the Concessionaire’s Conduits in the Respondent’s Portion, the Respondent should meet all the specification and requirements outlined in Exhibit A to this RFI.

- Apart from any specifications described in this RFI and Exhibit A, the Respondent will be expected to cooperate with the Concessionaire to ensure it meets all expectations of the Concessionaire and its expected use of the Concessionaire's Conduit. Additionally, throughout the installation period and term of the Agreement (as defined below), the Respondent shall abide by all rules and policies set by the Concessionaire, including such rules in regards to access to the ITR and any existing facilities.
- Depending on the intended commercial use of the Respondent's Conduit, the Respondent should specify the necessary specifications of the Respondent's Conduit.
- All installation, operations and maintenance of the conduits shall be at no cost to the Authority or the Concessionaire and in compliance with Concessionaires' safety program.

Selection Criteria

The Authority intends to select a Respondent that can provide the most favorable terms to the Authority, while meeting the requirements of the Authority and the Concessionaire. The winning Respondent will be required to negotiate final design conditions, specifications and time limits with the Authority and the Concessionaire. As stated, the Authority does not intend on incurring any costs for installation, operations, or maintenance of the conduits. However, depending on the length of term of the Agreement and the Respondent's expected market value of the Respondent's Conduit, the Authority believes some sharing of revenue generated by the Respondent's Conduit should be included.

General criteria for selection of a Respondent shall include, but is not limited to, the following factors:

- **Technical Abilities.** Respondent should be able to demonstrate that it can perform the installation of the conduits, including the equipment necessary for the Respondent's commercial use of the Respondent's Conduit, in a timely and professional manner.
- **Design and Installation Costs.** While meeting the standards and technical requirements of the Authority and the Concessionaire, the Respondent should put forth the most cost-effective proposal to install the conduits in the Respondent's Portion.
- **Plan for Respondent's Conduit.** Respondent should identify and define its proposed plan for maximizing the commercial use of the Respondent's Conduit.
- **Experienced Personnel and Relationships.** Based on the proposed commercial use for the Respondent's Conduit, the Respondent should be able to demonstrate that it has the relationships and ability to successfully market, lease and generate revenues from the Respondent's Conduit.

- **Potential Revenue Share to the Authority.** Respondent should identify the amount of revenue generated from the Respondent's Conduit that would be shared with the Authority.

Guidelines for Response

In its response, the Respondent should provide the information below. The Authority understands that certain information in this section of the Respondent's response, particularly the below sections labeled "**High-Level Approach**" and "**Agreement Terms and Expected Costs and Revenue Generated**", may include information that contains trade secrets or confidential financial information, and is thus exempt from disclosure under Indiana Code § 5-14-3 (in particular, see IC § 5-14-3-4(a)(4) and (a)(5)). If the Respondent believes certain sections of its response contains information that may be excluded from disclosure, it may elect to provide such sections in its response in a separate mailing or envelope. Any sections of the Respondent's response submitted in this way shall be properly labeled as confidential information. For further information regarding the confidentiality of a Respondent's response, see the below "Confidentiality of Response" section of this RFI.

- **Completed Forms I, II and III** (attached hereto)
- **Letter of Transmittal**
 - A Respondent's response shall be accompanied by a signed letter of transmittal, not to exceed one (1) page in length. Such transmittal letter shall include a certification that, to the best of the Respondent's knowledge, all information provided therein is accurate and complete. Any false or misleading information may result in disqualification of the Respondent, at the Authority's discretion.
- **Cover Letter** (not to exceed one (1) page)
 - The cover letter should provide an executive summary of the Respondent and its overall proposal to the Authority.
- **Information on Personnel** (not to exceed nine (9) pages)
 - The Respondent should provide a one (1) page organizational chart of the Respondent's team for the services provided pursuant to this RFI and the Respondent's response. In addition, Respondent should provide a maximum one (1) page resume of key staff identified on the included organizational chart. Such resumes should identify relevant biographical information with respect to the individual(s) primarily responsible for providing the services outlined in this RFI and the Respondent's response.
- **High-Level Approach**

- Respondent should identify how it plans to meet the requirements outlined in this RFI for the conduits installed in the Respondent's Portion and make the best commercial use of the Respondent's Conduit. The Respondent may include drawings of its approach if necessary.
- **Agreement Terms and Expected Costs and Revenues Generated**
 - Respondent should provide an estimate of costs for the design, construction, and installation of the three (3) conduits and associated infrastructure in the Respondent's Portion, including such expected costs attributable to the Respondent's proposed commercial use of the Respondent's Conduit.
 - Respondent should identify any comments or proposed revisions to the Authority's Professional/Personal Services Agreement attached hereto as Exhibit C, which would be the basis for an agreement with the Respondent as a result of this RFI (the "Agreement").
 - Respondent should indicate its proposed length of the Agreement, including any renewal options.
 - Respondent should provide an estimate for any expected maintenance, operations, and capital costs of the Respondent's Conduit over the proposed term of the Agreement. Any maintenance, operations, or capital costs of the Concessionaire's Conduit will be handled by the Concessionaire.
 - Respondent should provide the expected annual revenue (minus any expected maintenance, operations, and capital costs) to be generated by the Respondent's Conduit over the proposed term of the Agreement.
 - Based on the expected annual revenue provided, the Respondent should propose what amount of revenue generated (if any) would be shared with the Authority. Respondent should include the relevant timing of any revenue share, proposed percentage of total revenue generated that would be shared with the Authority, and expected shared revenue to be received by the Authority on an annual basis.
- **General Information**
 - Respondent shall provide a summary of its policies on:
 - Prohibition of discriminatory employment practices;
 - Affirmative action/equal opportunities;
 - Use of Minority Business Enterprises
 - Use of Women-owned Business Enterprises;
 - Enforcement of Drug-Free Workplace Initiatives

Additional Cost Estimates for Fiber Installation

Along with its response to this RFI, the Respondent shall provide cost estimates for the installation of a fiber optic cable in one (1) of the Concessionaire's Conduits. The Respondent should provide such an estimate for the Respondent's West Portion only, as well as a separate cost estimate for the entirety of the Respondent's Portion.

The Respondent should consider such estimates to be separate and apart from the remainder of this RFI, and the estimates provided by the Respondent will be provided to and evaluated separately by the Concessionaire. Any further discussions, negotiations, or agreements for the installation of fiber optic cable in one (1) of the Concessionaire's Conduits will be made separate and apart from this RFI, and solely between the Respondent and the Concessionaire.

For the purposes of providing the estimate, the Respondent should assume the specifications and/or requirements further described in the Exhibit B attached hereto must be met.

Restrictions on Communications, Delivery of Responses and Review by the Authority

This RFI is being issued on May 6, 2016 (the "Issue Date") and will be posted on the website of the Authority. If a Respondent intends to provide a response to this RFI, the Respondent should provide its contact information (including email address) to the Authority's Authorized Representative (as defined below) upon receipt hereof. Any time after the Issue Date until three (3) business days before the RFI Due Date (as defined below), the Respondent may contact the Authority's Authorized Representative with any questions pertinent to this RFI. The Authority's Authorized Representative and pertinent contact information is as follows:

James P. McGoff
Indiana Finance Authority
One North Capitol, Suite 900
Indianapolis, Indiana 46204
Telephone: (317) 232-2972
Email: jmcgoff@ifa.in.gov

Following the Issue Date, the Respondent shall not contact any person who is an employee, officer, elected official or agent of (i) the Authority, (ii) the State of Indiana, including its agencies or instrumentalities, or (iii) the Concessionaire with respect to this RFI, except for the Authority's Authorized Representative identified above. The Authority may disqualify the response of any Respondent who makes such contact.

Responses to this RFI shall be delivered (five (5) copies) via U.S. Mail or other delivery service to the Authority's Authorized Representative no later than 5:00 p.m. EST on May 27, 2016 (the "RFI Due Date"). The Authority shall disqualify any response not received by such date or which does not follow the procedures and guidelines described in this RFI.

Following receipt of the responses, the Authority may contact the Respondent for clarification and questions with respect to the contents of the response. No timeline has been established for the review period by the Authority. Therefore, if a Respondent's response has an expiration date, please reflect it in the response. The Authority reserves the right to modify this RFI (including the scope of services requested or procedures contained herein), reject any and all submissions without cause, waive irregularities in all procedures related to this RFI, not accept any responses to the RFI, or cancel this RFI altogether.

The Authority is authorized under Indiana Code § 8-15.5-10-2 to issue this RFI and enter into an agreement with a Respondent. Any such agreement made is subject to approval by the Authority alone, and may be for any term of years and contain any terms that are considered reasonable by the Authority. This RFI, or the selection of a winning Respondent, does not create any obligation, expressed or implied, of any kind, nor does it commit or bind the Authority to enter into an agreement with a Respondent. Neither this RFI, nor a response from a Respondent, shall be construed as a legal offer. In the event an agreement is entered into with a Respondent as a result of this RFI, such agreement shall represent the entire agreement between the parties. Prior negotiations, representations or agreements, either oral or written, between the parties shall be of no force or effect. The Authority shall assume no responsibility or liability for any expense incurred by a Respondent or prospective Respondent in connection with the preparation or delivery of a response, requested interview, or any action related to the process of competing and submitting a response to this RFI.

Confidentiality of Response

The Respondent's RFI response is not confidential and will be subject to disclosure in its entirety except the parts of the RFI that may be treated as confidential, in the sole discretion of the Authority, in accordance with Indiana Code § 5-14-3 (the "Public Records Act"). Each Respondent, by submitting an RFI response to the Authority consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

If a Respondent wishes to claim a statutory exception to the Public Records Act, it shall provide a redacted version of the RFI response no more than five (5) business days after the RFI Due Date, containing only those redactions consistent with the Public Records Act. Failure to provide a redacted copy shall be deemed an acknowledgement that the RFI response does not contain information exempt from disclosure, and an unconditional consent to disclosure of the entire RFI response in unredacted form or with such redactions as the Authority may undertake in its sole discretion. The Respondent's submission of a redacted form of its RFI response will

confirm the Respondent's intent to defend against any challenges as to the adequacy of the response to a public records request, including but not limited to the Respondent's agreement to pay all costs and fees (including attorneys' fees and costs) incurred by the Authority in connection with any litigation, proceeding or request for disclosure, including in the event that the Authority determines, in its sole discretion, to intervene or participate in such proceeding.

Notwithstanding any proposed redactions and/or claims of exemption asserted by any Respondent, the Authority shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Under no circumstances will the Authority or its employees, agents (including the Authority's Authorized Representative), or members be responsible or liable to a Respondent or any other party as a result of disclosing any such materials, including the redacted material, whether the disclosure is deemed required by law or by an order of court or occurs through inadvertence, mistake or negligence on the part of the Authority, or its employees, agents, or members.

Submission of an RFI response constitutes the Respondent's agreement to the provisions of this section of the RFI.

Exhibit A

Specifications/Requirements for the design, construction and installation of two (2) conduits to be used by the Concessionaire

- Conduit should allow for the installation of 1 single mode x 96 strand fiber cable per conduit.
- Conduit will be Three (3) 1-1/4" HDPE (schedule 40) conforming to the specifications of ASTM F2160. Conduit should be fiber grade schedule 40 HDPE.
- For under live traffic conduit, Schedule 80 HDPE should be considered instead of schedule 40.
- Conduit should be installed with a vibratory plow in open areas and via directional bore as needed under roadways and shallow river crossings.
- Rigid Conduit specified at bridge crossings shall be 4" PVC pipe schedule 80 with expansion couplings for the 1-1/4" HDPE to pull through.
- Conduits will be capped after installation.
- Conduit will be sealed water tight after fiber installation.
- Installation should be at least 5' away from the roadway.
- Conduit should be installed to a depth no less than 36 inches below the finished grade.
- Conduit should be installed to a depth no less than 48 inches below the finished grade when placed under pavement.

Exhibit B

Specifications/Requirements for the installation of fiber optic cable in one (1) of the Concessionaire's Conduits

Fiber/Wire Specifications/Requirements

- Tracer wire shall be placed along with HDPE and be #12 copper-clad steel (CCS). 6' additional length of tracer wire shall be installed in each handhole.
- Preferred fiber is Corning ALTOS all-dielectric, 96-strands Singlemode
- Warranty applicable to the fiber should be included.
- Blowing method for fiber installation would be preferred.
- Slack coils of 100' minimum should be left in all handholes.
- Fiber should be installed as a continuous cable end-to-end. Only the strands needed at each hand-off will be mid-spanned.
- All strands should be tested and certified after installation with an OTDR. Results will exceed TIA/EIA Standards
- Provide cable with maximum attenuation of 0.35 decibels per kilometer (dB/Km) maximum at wavelength of 1310 nanometers (nm) and attenuation of 0.25 dB/Km maximum at wavelength of 1550 nm

Handhole Specifications/Requirements

- Handholes should be 24" round INDOT type concrete, placed at 4000' intervals. They should have a cast steel lid stamped "Fiber Optic."
- Handholes will be placed on each side of bridge crossings; final location for handholes will be agreed and coordinated with ITRCC.
- Handholes will be set on top of a 12" pea gravel base for drainage.
- Conduit should extend into handholes 3" to 6" beyond the inside wall and grouted in place.
- Rubber tape should be placed in cover pick hole to prevent rodents from entering.
- All handholes should be marked with fiberglass posts

Exhibit C

Form of Indiana Finance Authority Professional/Personal Services Agreement

**INDIANA FINANCE AUTHORITY
PROFESSIONAL/PERSONAL SERVICES AGREEMENT**

This Professional/Personal Services Agreement (“Agreement”), by and between the Indiana Finance Authority (“the IFA”) and _____, whose address is _____ (“the Service Provider”), is entered into upon the terms and conditions set forth herein. In consideration of the mutual undertakings and covenants contained herein, the parties agree as follows:

- 1. Duties and Services.** [Add description of duties/services here if necessary] The Service Provider shall provide the services more specifically described in the engagement letter attached hereto as Exhibit A and incorporated herein by reference (the “Services”). The Service Provider understands that the Services will be delivered at the direction of the IFA.
- 2. Consideration.** [Add descriptions of consideration/fees/payment here] The Service Provider shall receive such payments as described in the engagement letter attached hereto as Exhibit A and incorporated herein by reference. In the event the Services continue beyond the Initial Term set out in this Agreement, this fee arrangement is subject to review, extension, and increase at the discretion of the IFA in consultation with the Service Provider based on the need for the continued Services. The IFA will not compensate the Service Provider for time spent responding to audit response letters, and will not pay the Service Provider to apprise other staff of the status and extent of work completed due to staffing changes made by the Service Provider.
- 3. Term.** The term of this Agreement shall commence on _____ and shall remain in effect through _____ (the “Initial Term”), unless renewed or extended by mutual agreement of the parties in accordance with section 36, or unless earlier terminated in accordance with the provisions of this Agreement.
- 4. Access to Records.** The Service Provider and its approved assignees and subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the Initial Term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by the IFA or its authorized designees. Copies shall be furnished at no cost to the IFA if requested.
- 5. Assignment; Successors.** The Service Provider binds its successors and assignees to all the terms and conditions of this Agreement. The Service Provider shall not assign or subcontract the whole or any part of this Agreement without the IFA’s prior written consent. The Service Provider may assign its right to receive payments to such third parties as the Service Provider may desire without the prior written consent of the IFA, provided that the Service Provider

gives written notice (including evidence of such assignment) to the IFA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

6. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Agreement, the Service Provider assigns to the IFA all right, title and interest in and to any claims the Service Provider now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.
7. **Audits.** The Service Provider acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq. and audit guidelines specified by the State of Indiana (the "State").
8. **Authority to Bind Service Provider.** The signatory for the Service Provider represents that he/she has been duly authorized to execute this Agreement on behalf of the Service Provider, and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Service Provider when his/her signature is affixed, and accepted by the IFA.
9. **Changes in Work.** The Service Provider shall not commence any additional work or change the scope of the work until authorized in writing by the IFA. The Service Provider shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

10. Compliance with Laws.

- A. The Service Provider shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or amendment of any applicable state or federal statute, or the promulgation of rules or regulations thereunder, after execution of this Agreement shall be reviewed by the IFA and the Service Provider to determine whether the provisions of this Agreement require formal modification.
- B. The Service Provider and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IFA or the State, as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7 *et seq.*, and the regulations promulgated thereunder. If the Service Provider has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Service Provider shall ensure compliance with the disclosure requirements in IC § 4-

2-6-10.5 prior to the execution of this Agreement. If the Service Provider is not familiar with these ethical requirements, the Service Provider should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <<<<http://www.in.gov/ig/>>>>. If the Service Provider or its agents violate any applicable ethical standards, the IFA may, in its sole discretion, terminate this Agreement immediately upon notice to the Service Provider. In addition, the Service Provider may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-1-4, and under any other applicable laws.

- C. The Service Provider certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the IFA or the State. Further, the Service Provider agrees that any payments due to the IFA or the State may be withheld from payments due to the Service Provider. Additionally, further work or payments may be withheld, delayed, or denied, and/or this Agreement suspended until the Service Provider is current in its payments and has submitted proof of such payment to the IFA or the State.
- D. The Service Provider warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the IFA or the State, and agrees that it will immediately notify the IFA of any such actions. During the term of such actions, the Service Provider agrees that the IFA may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.
- E. Any payments that IFA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Service Provider warrants that the Service Provider and its subcontractors, if any, shall obtain and maintain all required registrations, permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the IFA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the IFA.
- G. The Service Provider affirms that, if it is an entity described in IC Title 23, it is properly registered with and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC § 5-22-3-7:
 - (1) The Service Provider and any principals of the Service Provider certify that

- i. the Service Provider, except for *de minimis* and nonsystematic violations, has not violated the terms of
 - 1. IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - 2. IC § 24-5-12 [Telephone Solicitations]; or
 - 3. IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three-hundred, sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
- ii. the Service Provider will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC § 24-4.7 is preempted by federal law.

- (2) The Service Provider and any principals of the Service Provider certify that an affiliate or principal of the Service Provider and any agent acting on behalf of the Service Provider or on behalf of an affiliate or principal of the Service Provider, except for *de minimis* and nonsystematic violations
 - i. has not violated the terms of IC § 24-4.7 in the previous three-hundred, sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - ii. will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC § 24-4.7 is preempted by federal law.

11. Condition of Payment. All Services provided by the Service Provider under this Agreement must be performed to the IFA's reasonable satisfaction, as determined at the discretion of the undersigned IFA representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IFA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement, or performed in violation of any federal, state, or local statute, ordinance, rule or regulation.

12. Confidentiality of IFA Information. The Service Provider understands and agrees that data, materials, and information disclosed to the Service Provider may contain confidential and protected information. The Service Provider covenants that data, material, and information gathered, based upon, or disclosed to the Service Provider for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of the IFA.

13. Continuity of Services.

- A. The Service Provider recognizes that the Services to be performed under this Agreement are vital to the IFA and must be continued without interruption and that, upon Agreement expiration, a successor, either the IFA or another service provider, may continue them. The Service Provider agrees to:

- i. Furnish phase-in training; and
 - ii. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor
- B.** The Service Provider shall, upon the IFA's written notice:
 - i. Perform transition services for up to sixty (60) days after this Agreement expires; and
 - ii. Negotiate in good faith a plan with a successor to determine the nature and extent of transition services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the IFA's approval. The Service Provider shall provide sufficient experienced personnel during the transition period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.
- C.** The Service Provider shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Service Provider also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Service Provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D.** The Service Provider shall be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after contract expiration that result from the transition.)

14. Debarment and Suspension.

- A.** The Service Provider certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Service Provider.
- B.** The Service Provider certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise

from use of a suspended or debarred subcontractor. The Service Provider shall immediately notify the IFA if any subcontractor becomes debarred or suspended, and shall, at the IFA's request, take all steps required by the IFA to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

15. Default by the IFA. If the IFA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Agreement, the Service Provider may cancel and terminate this Agreement and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

- A. Should any disputes arise with respect to this Agreement, the Service Provider and the IFA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Service Provider agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Service Provider fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the IFA, the State, or the Service Provider as a result of such failure to proceed shall be borne by the Service Provider.
- C. The IFA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the IFA to the Service Provider of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for the Service Provider to terminate this Agreement, and the Service Provider may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Service Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Service Provider will give written notice to the IFA within ten (10) days after receiving actual notice that the Service Provider or an employee of the Service Provider in the State, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the IFA for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Service Provider hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Service Provider and made a part of the contract or agreement as part of the contract documents.

The Service Provider certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Service Provider's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Service Provider of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the IFA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Service Provider swears or affirms under the penalties of perjury that the Service Provider does not knowingly employ an unauthorized alien. The Service Provider further agrees that:

A. The Service Provider shall not knowingly employ or contract with an unauthorized alien. The Service Provider shall not retain an employee or contract with a person that the Service Provider subsequently learns is an unauthorized alien.

B. The Service Provider shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the Service Provider that the subcontractor does not knowingly employ or contract with an unauthorized alien. The Service Provider agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The IFA may terminate this Agreement for default if the Service Provider fails to cure a breach of this provision no later than thirty (30) days after being notified by the IFA.

19. Employment Option. If the IFA determines that it would be in the IFA's or the State's best interest to hire an employee of the Service Provider, the Service Provider will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the IFA or the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Laws. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State and suit, if any, must be brought in the State of Indiana, County of Marion. The Service Provider specifically consents to this jurisdiction and venue.

23. Indemnification. The Service Provider agrees to indemnify, defend, and hold harmless the IFA and the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Service Provider and/or its subcontractors, if any, in the performance of this Agreement. The IFA and the State shall **not** provide such indemnification to the Service Provider.

24. Independent Service Provider; Workers' Compensation Insurance. The Service Provider is performing as an independent entity under this Agreement. No part of this Agreement, shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Service Provider, upon request from the IFA, shall provide all necessary unemployment and workers' compensation insurance for the Service Provider's employees, and a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

25. Insurance.

A. The Service Provider and its subcontractors (if any) shall secure and keep in force during the term of this Agreement, the following insurance coverages (if applicable), covering the Service Provider for any and all claims of any nature which may in any manner arise out of or result from the Service Provider's performance under this Agreement:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the IFA or the State. The IFA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.**
- 2) Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The IFA is to be named as an additional insured on a primary, non-contributory basis.**
- 3) Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the IFA shall continue for**

a period of two (2) years after the date of service provided under this Agreement.

- 4) **Fiduciary Liability** is required if the Service Provider is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
- 5) **Valuable Papers coverage**, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
- 6) The Service Provider shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
- 7) The Service Provider, upon request of the IFA, shall provide proof of such insurance coverage by tendering to the undersigned IFA representative, a certificate of insurance prior to the commencement of this Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the Services provided under this Agreement involve work outside of the State.

B. The Service Provider's insurance coverage must meet the following additional requirements:

- 1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- 2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Service Provider.
- 3) The IFA and the State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Service Provider in excess of the minimum requirements set forth above. The duty to indemnify the IFA and the State under this Agreement shall not be limited by the insurance required in this Agreement.

4) **The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the IFA.**

5) **The Service Provider waives and agrees to require their insurer to waive their rights of subrogation against the IFA and the State.**

C. Failure to provide insurance as required in this Agreement may be deemed a material breach of contract entitling the IFA to immediately terminate this Agreement. The Service Provider, upon request from the IFA, shall furnish a certificate of insurance and all endorsements to the IFA before commencement of this Agreement.

26. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the Services offered under the Agreement, the parties agree that should such individual(s) separate employment from the Service Provider during the term of this Agreement for whatever reason, the IFA shall have the right to terminate this Agreement upon thirty (30) days' prior written notice.

B. In the event that the Service Provider is an individual, that individual shall be considered a key person and, as such, essential to this Agreement. Substitution of another for the Service Provider shall not be permitted without express written consent of the IFA.

C. Nothing in sections A and B, above shall be construed to prevent the Service Provider from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Service Provider shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Agreement is _____.

27. Licensing Standards. The Service Provider and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards, and any other laws, rules, or regulations governing services to be provided by the Service Provider pursuant to this Agreement. The IFA will not pay the Service Provider for any Services performed when the Service Provider or its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against

the applicable license, certification, or accreditation, the Service Provider shall notify the IFA immediately and the IFA, at its option, may immediately terminate this Agreement.

- 28. Merger & Modification.** This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
- 29. Minority and Women Business Enterprise Compliance.** The Service Provider agrees to comply fully with the provisions of the Service Provider's MBE/WBE participation plan. The Service Provider, upon request from the IFA, shall furnish a copy of the Service Provider's MBE/WBE participation plan.
- 30. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Service Provider covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Service Provider certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of Services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the IFA and any applicant or employee of the Service Provider or any subcontractor.
- 31. Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first-class mail or via a third-party commercial carrier to the following addresses, unless otherwise specifically advised.

A. Notices to the IFA shall be sent to:

Indiana Finance Authority
One North Capitol Avenue
Suite 900
Indianapolis, IN 46204
Phone: (317) 233-4332
Fax: (317) 232-6786
Attn: Public Finance Director

B. Notices to the Service Provider shall be sent to:

[SERVICE PROVIDER NAME]

[SERVICE PROVIDER ADDRESS, PHONE, FAX]

Attn: _____

32. Order of Precedence; Incorporation by Reference; Interpretation. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments prepared by the IFA, and (3) attachments prepared by the Service Provider. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the IFA solely by virtue of the IFA or its representatives having drafted all or any portion of this Agreement.

33. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Service Provider prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the Service Provider transfers and assigns any ownership claims to the IFA so that all Materials will be the property of the IFA. If ownership interest in the Materials cannot be assigned to the IFA, the Service Provider grants the IFA a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Service Provider, without the prior written consent of the IFA, is prohibited. During the performance of this Agreement, the Service Provider shall be responsible for any loss of or damage to the Materials developed for or supplied by the IFA and used to develop or assist in the Services provided while the Materials are in the possession of the Service Provider. Any loss or damage thereto shall be restored at the Service Provider's expense. The Service Provider shall provide the IFA full, immediate, and unrestricted access to the Materials and to the Service Provider's work product during the term of this Agreement.

34. Penalties/Interest/Attorney's Fees. The IFA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1, and IC § 34-52-2-3. Notwithstanding the provisions contained in IC § 5-17-5, any

liability resulting from the IFA's failure to make prompt payment shall be based solely on the amount of funding originating from the IFA and shall not be based on funding from federal or other sources.

- 35. Progress Reports.** The Service Provider shall submit progress reports to the IFA upon request. The report shall be oral, unless the IFA, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the IFA that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.
- 36. Renewal Option; Extension Upon Mutual Agreement.** This Agreement may be renewed under the same terms and conditions, subject to the approval of the IFA and the Service Provider. The term of the renewed agreement may not be longer than the term of the original Agreement. Notwithstanding anything in the foregoing to the contrary, the term of the Agreement may be extended on the same terms and conditions on a month-to-month basis upon the expiration of the Initial Term. Any such extension shall be set forth in writing and signed by both parties.
- 37. Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.
- 38. Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions, and any written amendments or supplements.
- 39. Taxes.** The IFA is exempt from most state and local taxes and many federal taxes. The IFA will not be responsible for any taxes levied on the Service Provider as a result of this Agreement.
- 40. Termination at Will.** This Agreement may be terminated, in whole or in part, by the IFA whenever, for any reason, the IFA determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Service Provider of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Service Provider shall be compensated for Services properly rendered prior to the effective date of termination. The IFA will not be liable for services performed or costs incurred after the effective date of termination. The Service Provider shall be compensated for services herein provided, but in no case shall total payment made to the Service Provider exceed the original contract price, or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

41. Termination for Default

- A. Upon thirty (30) days' notice to the Service Provider, the IFA may terminate this Agreement in whole or in part if the Service Provider fails to:
- 1) Correct or cure any breach of this Agreement; the time to correct or cure the breach may be extended beyond thirty (30) days if the IFA determines progress is being made and the extension is agreed to by the parties;
 - 2) Deliver the supplies or perform the Services within the time specified in this Agreement or any extension;
 - 3) Make progress so as to endanger performance of this Agreement; or
 - 4) Perform any of the other provisions of this Agreement.
- B. If the IFA terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner the IFA considers appropriate, supplies or services similar to those terminated, and the Service Provider will be liable to the IFA for any excess costs for those supplies or services. However, the Service Provider shall continue the work not terminated.
- C. The IFA shall pay the contract price for completed supplies delivered and Services accepted. The Service Provider and the IFA shall agree on the amount of payment for manufacturing materials delivered and accepted, and for the protection and preservation of the property. Failure to agree will be a dispute under the provisions governing disputes. The IFA may withhold from these amounts any sum the IFA determines to be necessary to protect the IFA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the IFA in this clause are in addition to any other rights and remedies provided by law, equity, or under this Agreement.

42. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Service Provider for travel will be reimbursed at the current rate paid by the IFA, and in accordance with the State of Indiana Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed and approved in advance by the IFA both for availability of funds and for appropriateness per Circular guidelines.

43. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the IFA's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Service Provider shall be and

remain liable to the IFA in accordance with applicable law for all damages to the IFA caused by the Service Provider's negligent performance of any of the Services furnished under this Agreement.

- 44. Work Standards.** The Service Provider shall execute its responsibilities by following and applying at all times the highest professional, technical guidelines and standards. If, in its sole discretion, the IFA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the IFA may request in writing the replacement of any or all such individuals, and the Service Provider shall grant such request. The Service Provider shall not be entitled to compensation for the time necessary to familiarize replacement personnel with the status of the Services provided and to be provided.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Service Provider, or that he/she is the properly authorized representative, agent, member or officer of the Service Provider, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Service Provider, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement, other than that which appears upon the face of this Agreement.

In Witness Whereof, the Service Provider and the IFA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

[SERVICE PROVIDER NAME]:

By: _____

Printed Name: _____

Title: _____

Date: _____

INDIANA FINANCE AUTHORITY:

By: _____

Printed Name: Dan Huge

Title: Public Finance Director of the State of Indiana

Date: _____

Exhibit A
Services

FORM I

**INFORMATION REGARDING
RESPONDENT FIRM**

Name of Respondent Firm: _____

Name of Contact Person: _____

Title of Contact Person: _____

Address of Contact Person : _____

Telephone No. of Contact Person: _____

Email of Contact Person: _____

Business Organization (check one):

- Corporation (If yes, complete Sections A-B and the Certification form for the corporation)
- Partnership (If yes, complete Sections A-C and the Certification form for each member.)
- Joint Venture (If yes, complete Sections A-C and the Certification form for each member.)
- Limited Liability Company (If yes, complete Sections A-C and the Certification form for each member.)
- Other (If yes, describe and complete Sections A-C and the Certification form)

A. Firm Name: _____

B. CEO/Chairman Name: _____

Address of Firm Headquarters: _____

Federal Tax ID No: _____

Year Established: _____

Jurisdiction in which Firm Established: _____

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.

<u>Name of Firm</u>	<u>Role</u>

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to represent these matters on behalf of the firm:

By: _____

Print Name: _____

Title: _____

Date: _____

FORM II

CERTIFICATION

Respondent: _____

Name of Firm: _____

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?

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?

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?

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?

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 project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years?

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.

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, 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 governing 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.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to represent these matters on behalf of the firm:

By: _____

Print Name: _____

Title: _____

Date: _____

FORM III

SUMMARY PROJECT EXPERIENCE

Project Name and Location	Project Description	Dates Work Performed	Project Role, Brief Description of Work Performed by Respondent	Work Performed for a Governmental Entity?