**FORM A**

**PROPOSAL LETTER**

## PROPOSER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposal Due Date: December 19, 2024

The undersigned (**Proposer**) submits this proposal (**Proposal**) in response to that certain Request for Proposals (**RFP**) issued the Indiana Department of Transportation (**INDOT**), October 24, 2024, as amended, to design and build the Safer Drive 65 Project (**Project**), as more specifically described herein and in the documents provided with the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

Subject to the terms below, in consideration for INDOT providing us with the RFP and agreeing to examine and consider this Proposal, the undersigned undertake [jointly and severally] ***[If Proposer is a joint venture or Proposer team’s Equity Members have not formed the Proposer entity, then leave in words “jointly and severally…” and delete the brackets. Otherwise delete the entire phrase. The bracketed “jointly and severally…” language applies until a Proposer entity is formed, in which case, it will not apply unless the Design-Build Contractor is a joint venture or partnership.]****:*

1. Subject to ITP Section 4.6, to keep this Proposal open for acceptance initially for 150 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of Proposer on whose behalf this Proposal is submitted, without first obtaining the prior written consent of INDOT; and
2. If this Proposal is accepted, to provide security (including bonds and insurance) for the due performance of the DBA as stipulated in the RFP.

If INDOT properly draws on Proposer’s Proposal Security in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety or other financial institution providing the Proposal Bond refuses to honor INDOT’s proper draw thereon, by its signatures below, the undersigned undertakes, on behalf of Proposer and Proposer’s Equity Members, and by such signature, Proposer and Proposer’s Equity Members each assume, joint and several liability to INDOT for the penal sum of the Proposal Bond.

If selected by INDOT, Proposer agrees to do, or to cause the Design-Build Contractor to do, the following: (a) if requested by INDOT in its sole discretion, enter into good faith negotiations with INDOT regarding the terms of the DBA with INDOT in good faith and in accordance with the requirements of the RFP, (b) enter into the DBA without varying or amending its terms (except for modifications agreed to by INDOT, in its sole discretion) and satisfy all other conditions to award of the DBA; and (c) perform its obligations as set forth in the RFP, including compliance with all commitments contained in this Proposal.

The Proposer acknowledges the fixed-price set forth in Form I and agrees and acknowledges that its obligation to complete the Project under the DBA shall be subject to such fixed-price and the deadline for Substantial Completion set forth on Form L (subject only to adjustment as expressly provided for under the DBA).

The following individual is authorized to enter into negotiations with INDOT on behalf of Proposer and Design-Build Contractor in connection with this RFP, the Project and the DBA: [***insert name]***

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

* Technical Proposal including Proposer Information, Certifications and Documents
* Scope Proposal, including Proposal Security

Proposer acknowledges receipt of the following Amendments:

Amendment issued:

[**insert amendment dates and names**]

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, has reviewed all materials provided by INDOT and all Amendments, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by Design-Build Contractor and do not contain internal inconsistencies, errors or omissions; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted a Reasonable Investigation in preparing this Proposal; and that it has notified INDOT in writing of any deficiencies or errors in or omissions from any RFP Documents or other documents provided by INDOT and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the SOQ previously delivered to INDOT are true, correct, and accurate as of the date hereof and deemed incorporated in this Proposal, except as otherwise specified in the enclosed Proposal and Proposal forms.

Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by Proposer. Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such work product. Proposer understands that INDOT is not bound to award the Agreement.

Proposer consents to disclosure of its Proposal by INDOT pursuant to Indiana Code 8-15.5-4-13 after award and execution of the DBA, acknowledges and agrees to the provisions, deadlines and disclosure terms set forth in the ITP. Proposer expressly waives any right to contest such disclosures. Proposer confirms and understands that Proposer and the Proposer team must maintain the confidentiality of (i) the procurement process, (ii) documents transmitted to Proposer by on or behalf of INDOT, and (iii) the contents of its Proposal and its other submittals until the award and execution of the DBA.

Proposer represents that any statements made in its Proposal are true, correct and complete, and have been duly authorized.

Proposer acknowledges the procurement protest procedures in the ITP and agrees that if it files a protest of this procurement and that protest is denied or is otherwise unsuccessful, Proposer shall forfeit its Proposal stipend and shall be liable to INDOT for costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by INDOT as a consequence of the protest.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Indiana, without regard to any conflict of laws principles or provisions.

Proposer's business address:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City) (State or Province) (ZIP or Postal Code) (Country) State or Country of Incorporation/Formation/Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert signature block appropriate to the Proposer’s organization]*

**ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER IS LISTED BELOW. FOR ANY OF THE LISTED INFORMATION THAT WAS PROVIDED WITH PROPOSER’S SOQ AND REMAINS UNCHANGED, PROPOSER MAY SO INDICATE AND CERTIFY THAT THE PREVIOUSLY SUBMITTED ITEM OF REQUIRED INFORMATION REMAINS TRUE, CORRECT AND UNCHANGED IN LIEU OF RESUBMITTING THE PARTICULAR ITEM OF INFORMATION.**

1. If Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If Proposer is a partnership, enter the state or country of formation. If Proposer is a limited liability company, enter the state or country of organization.
2. Describe in detail the legal structure of Proposer/Design-Build Contractor and Equity Members.
   1. If Proposer/Design-Build Contractor/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation (and amendments, if any) and bylaws for Proposer/Design-Build Contractor/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.
   2. If Proposer/Design-Build Contractor/Equity Member is a general partnership or includes a general partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, state and indicate that these documents will be provided prior to commercial close as required by the ITP.
   3. If Proposer/Design-Build Contractor/Equity Member is a limited partnership or includes a limited partnership as a joint venture member, partner or member, attach full names and addresses of all general partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, state and indicate that these documents will be provided prior to commercial close as required by the ITP.
   4. If Proposer/Design-Build Contractor/Equity Member is a consortium, joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, state and indicate that these documents will be provided prior to commercial close as required by the ITP.
   5. If Proposer/Design-Build Contractor/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal Letter, in respect of the Proposal, and to each letter required under the Proposal Letter that the person signing has authority to do so. If any entity is not yet formed, so state and indicate that these documents will be provided as required by the ITP. For purposes of clarity, Proposer may append to the Proposal Letter a letter from each person signing the Proposal that such person has the authority to do so, which shall suffice for the purposes of the requirements set forth in this Section B.5.

For purposes of this clause B, the term “organizational documentation” in respect of an Equity Member shall mean such entity’s certificate of formation/articles of incorporation/certificate of partnership/joint venture agreement, or equivalent charter documentation; provided, further, that such entity shall provide its partnership agreement/operating agreement/bylaws/equivalent joint venture prior to commercial close as required by the ITP.

1. With respect to authorization of execution and delivery of the Proposal and validity thereof, if Proposer is a:
   * + corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation, with sufficient information (or orientation within corporate documents) demonstrating the authority of the certifying officer.
     + partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner, with sufficient information (or orientation within partnership documents) demonstrating the authority of the certifying officer.
     + limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member resolution providing such authorization, certified by an appropriate officer of the managing member, with sufficient information (or orientation within organizational documents) demonstrating the authority of the certifying officer. If there is no managing member, each member shall provide the foregoing information, also, with sufficient information (or orientation within each such member’s organizational documents) demonstrating the authority of the individual certifying such evidence.
     + consortium or other form of joint venture, such evidence shall be in the form of a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member, with sufficient information (or orientation within joint venture or consortium documents) demonstrating the authority of the certifying officer.
     + consortium, joint venture or a partnership, the Proposal must be executed by all consortium or joint venture members or all general partners, as applicable.
2. Except as set forth in this clause D, Design-Build Contractor’s partnership agreement, limited liability company operating agreement, charter or joint venture/consortium agreement, as applicable, must include an express provision satisfactory to INDOT (i) stating that, in the event of a dispute between or among joint venture members, partners, members or shareholders, as applicable, no joint venture member, partner, member or shareholder, as applicable, shall be entitled to stop, hinder or delay work on the Project; (ii) a statement agreeing that the partners, members, shareholders, or joint venture/consortium members are jointly and severally liable to INDOT for the acts or omissions of the Design-Build Contractor under the DBA; and (iii) providing for continuation of Proposer (and Design-Build Contractor) in the event of bankruptcy or withdrawal of any of its members. Proposer shall submit the applicable agreement to INDOT and identify on a cover page where in the agreement the provision can be found. If Design-Build Contractor is not yet formed, provide draft organizational documents and indicate where the provision is found. If Design-Build Contractor is an existing partnership, limited liability company or joint venture not formed or created for the Project and is unable to modify its partnership agreement, limited liability operating agreement or joint venture agreement, as applicable, it may satisfy this requirement by submitting a unanimous consent executed by its partners, members or joint venturers, as applicable, agreeing to abide to the provisions of this clause (D).