DNR Indiana Department of Natural Resources

Michael R. Pence, Governor
Cameron F. Clark, Director

Issuance of Permit under I.C. 14-35-1 for Mining of Coal under Yocum Woods Nature Preserve

This matter involves mining of coal under Yocum Woods Nature Preserve in Knox County, Indiana which consists of approximately 61.22 acres. In May of 2015, the Indiana Department of Administration (IDOA), on behalf of the DNR, issued Request for Proposal (RFP) 15-086 soliciting bids for coal mining under the foregoing property. Prior to this RFP being issued, the DNR obtained consent and acknowledgement from Steven Hoke, a descendant of the family who donated this property as a nature preserve, that underground coal mining would not be inconsistent with use of the property as a nature preserve as long as there was no surface disturbance (see attached Exhibit 1).

Indiana Code (I.C.) 14-35-1 governs the granting of permits for the extraction or removal of coal and other minerals located on or under land or non-navigable water belonging to the State of Indiana. More specifically, I.C. 14-35-1-1(b) authorizes the DNR to grant permits for the extraction of coal and other minerals whenever the DNR determines it would be in the public interest. As provided in I.C. 14-35-1-8, any such permit must be approved by the Natural Resources Commission and signed by the Governor. As further provided in I.C. 14-35-1-9, the initial term of a permit shall not exceed 10 years and shall automatically continue as long as commercial production and accompanying royalty payments are established by the end of the initial term, not to exceed 50 years as long as production continues.

Before a permit can be granted, I.C. 14-35-1-3(1) requires that notice must be published one (1) time each week for at least two (2) weeks in a newspaper of general circulation in the county where the land belonging to the state is located and also in at least one (1) newspaper published in Indianapolis. The required notices for RFP 15-086 were published on May 13 and 20, 2015, in both the Vincennes Sun Commercial (Knox County) and Indianapolis Star, and also in the Indianapolis Recorder on May 21, 2015 (see attached Exhibit 2). I.C. 14-35-1-3(2) further requires that concurrent and similar notice must be given one (1) time in writing to each person known to be actively involved in the extraction of the applicable resources in Indiana. The IDOA provided the required additional notice of RFP 15-086 to individuals and companies appearing on a coal mining operator and consultant list provided by the DNR's Division of Reclamation.

As required by I.C. 14-35-1-5, a proposal or bid must offer: (1) a royalty on a percentage basis, based on the commodity value at the mine; and (2) a bonus, or fixed fee per acre, in addition to royalty. The response date for RFP 15-086 was June 18, 2015, and two proposals were received. After evaluation and scoring of each proposal, Sunrise Coal, LLC, was selected to provide the underground coal mining.

After review by the DNR, including its Division of Reclamation and Division of Oil and Gas, it is recommended that this permit be approved.

Ihor N. Boyko
DNR Legal
August 26, 2016

Notice and Acknowledgment

WHEREAS, Georgia W. Yocum and her spouse S. Dewey Yocum conveyed one-half interest in property located in Knox County, Location 16, Township 5 North, Range 9 West, Widner Township ("the Property") to The Nature Conservancy ("TNC") in 1980 ("Yocum Conveyance"), recorded by the Knox County Recorder in September 1980, Deed Book , Page ;

WHEREAS, the Yocum Conveyance provided that the Property shall be forever held as a nature preserve for scientific, education, and esthetic purposes, and shall be kept in its natural state;

WHEREAS, French H. Willis and his spouse Elizabeth L. Willis, conveyed one-half interest in the Property to TNC in 1980 ("Willis Conveyance"), recorded by the Knox County Recorder in October 1980, Deed Book 212, Page 30;

WHEREAS, the Willis Conveyance provided that the Property shall be forever held as a nature preserve for scientific, education, and esthetic purposes, and shall be kept in its natural state;

WHEREAS, TNC conveyed its entire interest in the Property to the Indiana Department of Natural Resources ("DNR") in 1981 ("TNC Conveyance"), recorded by the Knox County Recorder in January 1981, Deed Book 213, Page 614.

WHEREAS, the TNC Conveyance provided that the Property shall be forever held as a nature preserve for scientific, education, and esthetic purposes, and shall be kept entirely in its natural state;

WHEREAS, the DNR, through its Division of Nature Preserves, has maintained the Property since the TNC Conveyance in 1981;

WHEREAS, French H. Willis, Elizabeth L. Willis, Georgia W. Yocum, and S. Dewey Yocum are deceased and Steven Hoke is a member of the Willis, Yocum and Hoke families;

WHEREAS, Steven Hoke and the DNR ("the Parties) have reviewed the Yocum Conveyance, the Willis Conveyance, and the TNC Conveyance;

WHEREAS the Parties are aware that there is a significant amount of raw coal located approximately 200 feet below the Property;

WHEREAS, Indiana Code § 14-35 governs the extraction of natural resources from state-owned property; and

Exhibit 1

WHEREAS, Steve Hoke, as a descendant of Yocum's and Willis's, hereby acknowledges that he has been given notice of the planned extraction of coal, that he does not believe the underground mining of the property will have an adverse effect on the continued use of the property for scientific, education, or esthetic purposes, and that he does not object to the extraction of the coal by underground methods as long as there is no use of the surface of the real estate.

Steven Hoke

Date: Sept 17, 2014

Cameron F. Clark
DNR Director

Date: 9-18-14

Michael R. Pence, Governor
Cameron F. Clark, Director

DNR Indiana Department of Natural Resources

14619 W State Road 48
Jasonville IN 47438-7056
May 11, 2015

VINCENNES SUN-COMMERCIAL
P O BOX 396
VINCENNES IN 47591

Dear Editor:

Below is a Legal Notice to be published in your newspaper once a week on Wednesday, May 13th and Wednesday 20th.

Please forward the bill and publisher's affidavit to Ihor Boyko, Dept of Natural Resources, 402 W. Washington, Room W295, Indianapolis, IN 46204. If you have any questions, please contact Mr. Boyko at (317) 232-1558.

Sincerely,

Steven J. Weinzapfel
Director
Division of Reclamation

LEGAL NOTICE OF DEPARTMENT OF NATURAL RESOURCES

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
NOTICE TO BIDDERS
SOLICITATION FOR: IDNR Coal Mining; RFP-15-086
PROPOSAL DUE DATE: June 18, 2015 by 3:00 PM EST
http://www.in.gov/idoa/2788.htm

Notice is given pursuant to Indiana Code 14-35-1-3 that bids are being solicited for an underground mining operation beneath approximately 61.22 acres of state property located in Widner Township, Knox County, Indiana and known as Yocum Woods. Additional information about this proposal can be obtained as indicated above.

Exhibit 2

First Advertisement Date: 05/13/2015
Second: 05/20/2015

Legal Notice

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
NOTICE TO BIDDERS
SOLICITATION FOR: IDNR Coal Mining; RFP-15-086
PROPOSAL DUE DATE: June 18, 2015 by 3:00 PM EST
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First Advertisement Date: 05/13/2015
Second: 05/20/2015

Legal Notice

STATE OF INDIANA
DEPARTMENT OF ADMINISTRATION
NOTICE TO BIDDERS
SOLICITATION FOR: IDNR Coal Mining; RFP-15-086
PROPOSAL DUE DATE: June 18, 2015 by 3:00 PM EST
http://www.in.gov/idoa/2788.htm

First Advertisement Date: 05/21/2015

Legal Notice

STATE OF INDIANA
DEPARTMENT OF ADMINISTRATION
NOTICE TO BIDDERS
SOLICITATION FOR: IDNR Coal Mining; RFP-15-086
PROPOSAL DUE DATE: June 18, 2015 by 3:00 PM EST
http://www.in.gov/idoa/2788.htm

STATE OF INDIANA

Request for Proposal 15-086

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of

Indiana Department of Natural Resources

Solicitation For:

Yocum Woods - Underground Coal Mining Operations

Response Due Date: <u>June 18, 2015 at 3:00PM</u>

Jennifer Michael, CPPB, Account Manager
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W461
Indianapolis, Indiana 46204

Exhibit A

SECTION ONE

GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9 and IC 14-35, the Indiana Department of Administration (IDOA), acting on behalf of the Indiana Department of Natural Resources (IDNR), seeks to issue a Permit to provide quality underground coal mining operations in accordance with IC 14-34, IC 14-35, and 312 IAC 25 for the IDNR at Yocum Woods State Wildlife Area. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (http://www.IN.gov/idoa/2354.htm) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Annual Lease Agreement	A specified dollar amount per acre that is payable on an annual basis to the IDNR during the term of the lease.
Bond	Bond by a surety or other acceptable method and continuing throughout the period of the permit for performance of the permit terms and conditions, including but not limited to, an amount, determined by the IDNR to be sufficient in amount for the restoration of land or water disturbed by exploration and mining. Bonding is required by applicable provisions found in IC 14-34, 14-35-1-10, and 312 IAC 25.
Bonus	As defined in IC 14-35-1-5: (a) A proposal or bid made in response under Section 4 [IC 14-35-1-4] of this chapter must offer the following: (2) A bonus, or fixed fee per acre, in addition to royalty.
Covenant	Requirements in addition to bonuses, royalties, or other conditions provided in this document.
IAC	Indiana Administrative Code
IC	Indiana Code
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity on a specific project or contract. **One (1) FTE equals one (1) Indiana resident employee fully engaged in the execution of activities or services germane to the scope of work included in this solicitation and the resulting contract; forty (40) hours a week, fifty-two (52) weeks a year.** (see section 3.2.4 for FTE details)
Implementation	The successful delivery and implementation of the products/services required by this solicitation at the Indiana Government Center as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
Mining Company	A company that extracts minerals from the ground and as described by (Mining Operation).
Mining Operation	The extraction, removal, and disposition of deposits of coal under land or non-navigable water belonging to the state. No matter how the land or water is used, the extraction, removal, and disposition shall not materially interfere with the purpose for which the land or water is held or used by the State. The Respondent shall be solely liable for any surface impact to the property as a result of the proposed underground mining operation. The

Respondent shall further comply with all applicable provisions of IC 14-34 and 327 IAC 25, including those addressing subsidence control.

Most Favored Nations Provision	Such as provision or clause might provide that if at any time during or prior to a permit being issued under this RFP the Respondent obtains a lease or makes a contract for a similar underground mining operation with a mineral owner other than the state, then the state shall be entitled to any benefits paid for, granted or reserved in such lease or contract which are greater or more favorable than those paid for, granted or reserved in the permit that will be issued under this RFP.
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch. (2) The legislative branch. (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A state educational institution
Permit	Document approved by the Natural Resources Commission and the Governor authorizing the Permittee to perform stated work in accordance with its terms and conditions.
Permittee	The successful Respondent selected as a result of the proposal process to deliver the products or services required under the Permit.
Products	Tangible goods or manufactured items as specified in this RFP.
Property	An area owned by the State of Indiana and managed by the IDNR, such as Yocum Woods State Wildlife Area.
Proposal	An offer as defined in IC 5-22-2-17.
Reparations	A dollar amount to be determined by IDNR and damaged party, to be awarded to the party that claims and has confirmed damages to their owned or leased property or crops.
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract.
Royalty	As stated in IC 14-35-1-5: (a) A proposal or bid made in response under section 4 [IC 14-35-1-4] of this chapter must offer the following: (1) A royalty on a percentage basis, based on the commodity value at the mine, pit, or quarry. *** (b) A royalty may not be less than that generally prevailing for the resource to be extracted under similar methods of mining.
Services	Work to be performed as specified in this RFP.
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

Vendor	Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFP.

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy the State's need for undergroundcoal mining operations. The successful Respondent(s) selected will be issued a permit by the IDNR to provide a quality underground coal mining operation in accordance with IC 14-34, IC 14-35, -and 312 IAC 25 for IDNR at Yocum Woods State Wildlife Area.

1.4 SUMMARY SCOPE OF WORK

This RFP calls for the mining of extractable coal located approximately 200 feet beneath Yocum Woods State Wildlife Area. The property consists of 61.22 acres and is situated 18 miles north of Vincennes near Oaktown in northern Knox County, Indiana.

The selected mining company shall be responsible for the following::

a. Shall submit an underground coal mining plan and bonding information that are in compliance with the requirements of **IC 14-34, IC 14-35,** and **312 IAC 25.** The underground coal mining plan shall include the location of all surface equipment and procedures for noise and dust abatement.

b. Shall take into account, and shall be responsible for repair of all utilities above and below ground if damaged.

c. Shall be responsible for all clearances, permitting, zoning changes, variances, and legal concerns as they apply to this property and the underground mining operation.

d. Shall obtain the approval of the IDNR for all underground coal mining operations including reclamation of mined and disturbed lands. This does not relieve the Respondent from meeting and complying with all established laws and legal practices concerning mining operations.

e. Must detail and justify any need for preliminary testing, drilling, boring, evaluations, and surveys that may impact the surface of the property, including a detailed discussion of all anticipated surface effects.

f. Must include proposals for bonus and royalty payments as specified in IC 14-35-1-5.

g. Shall be solely liable for any surface impact to the property as a result of the proposed underground coal mining operation <u>and shall also comply with all subsidence control requirements including, but not limited to, 327 IAC IAC 25-4-91 and 327 IAC 25-6-123.</u>

The successful Respondent(s) selected as a result of this RFP will be issued a permit to perform mining operation in exchange for a percentage royalty per ton and fixed bonus fee per acre. Pursuant to IC 14-35-1-8, the permit must be approved by the Natural Resources Commission and signed by the Governor.

The Indiana Department of Natural Resources acquired title to the property now known as Yocum Woods State Wildlife Area by warranty deed from The Nature Conservancy in December of 1980 **(Warranty Deed – Attachment F).**

The Nature Conservancy's original acquisition of title was the result of warranty deed conveyances made by Georgia W. Yocum and her spouse S. Dewey Yocum and French H. Willis and his spouse Elizabeth L. Willis.

The warranty deeds conveying title to The Nature Conservancy and then to the IDNR included the following covenant and restriction with respect to this property:

> This conveyance is made subject to the express condition and limitation that the premises herein conveyed shall forever be held as a nature preserve for scientific, educational, and esthetic purposes, and shall be kept entirely in its natural state, excepting only the maintenance of such fences and foot

trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the premises. There shall be no planting except to the extent necessary for improvement and management of wildlife habitat.

The proposed underground coal mining operation that is the subject of this RFP would occur approximately 200 below the surface of the property. As a result, it is anticipated that little or no adverse impacts to the surface of the property would take place. Therefore, the IDNR does not believe such an underground coal mining operation would contravene the above deed covenant and restriction. Written acknowledgement from the families that conveyed this property stating that the proposed underground coal mining operation does not violate the deed covenant and restriction is included as **Attachment G.** It is critical that there be no surface impacts to the property from this proposed underground mining. The Respondent shall be solely liable for any surface impact to the property as a result of the proposed underground mining operation.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respodents' proposals
Attachment A	M/WBE Sub-Contractor Commitment Form
Attachment A1	IVBE Participation Plan Form
Attachment B	Indiana Economic Impact Form
Attachment C	Cost Proposal Template
Attachment D	Business Proposal Template
Attachment E	Technical Proposal Template
Attachment F	Warranty Deed
Attachment G	Deed Acknowledgement
Attachment H	Aerial Photo
Attachment I	Topographical Map
Attachment J	Parcel Information

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted via email to JeMichael@idoa.in.gov. Questions/Inquiries must be received by 3:00 p.m. Eastern Time on the date specified in Section 1.24 of this document.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions

have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of the Indiana Department of Natural Resources. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time** on the date specified in Section 1.24 of this document. **Each Respondent MUST submit one (1) printed hard-copy (labeled "Original") and one (1) electronic copy on CD-ROM (labeled "Original") of the proposal, including the Transmittal Letter and all other related documentation required by this RFP.** The CD labeled "Original" will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (http://www.in.gov/idoa/2462.htm) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W478
Indianapolis, IN 46204

If you hand-deliver solicitation responses:
To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance).
This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date specified in Section 1.24 of this document. At this conference, potential respondents may ask questions about the RFP and the RFP process. **Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.**

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

1.14 TYPE AND TERM OF PERMIT

The State intends to issue a permit under IC 14-35 to one or more Respondent(s) to fulfill the requirements in this RFP. As provided in IC 14-35-1-9, the IDNR shall determine the initial term of a permit (not to exceed ten (10) years).

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the Transmittal Letter and on the outside of that envelope that confidential materials are included. Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITTMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at http://www.in.gov/idoa/2352.htm. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in **"TOTAL BID AMOUNT"** should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed M/WBE subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Each firm may only serve as one classification – MBE, WBE or IVBE (see Section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at http://www.in.gov/idoa/2352.htm
- Must be used to provide the goods or services specific to the contract
- National Corporate Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its

subcontract amount subcontract amount as a percentage of the **"TOTAL BID AMOUNT"**, a description of products and/or services to be provided on this project and approximate date the subcontractor will perform work on this contract. The MWBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **"TOTAL BID AMOUNT"** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3% for Indiana Veterans Business Enterprises has been established. The IVBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (http://www.in.gov/idoa/2862.htm). If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in **"TOTAL BID AMOUNT"** should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other IVBE qualified firms. Qualified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory http://www.in.gov/idoa/2352.htm
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. The signed letter(s) and the IVBE Subcontractor Commitment Form are to be submitted alongside the respondent's proposal. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, subcontract amount as a percentage of the **"TOTAL BID AMOUNT"**, a description of products and/or services to be provided on this project, approximate date the subcontractor will perform work on this contract and (enter a way of stating/showing their principal place of business is in Indiana). The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount,

subcontract amount as a percentage of the **"TOTAL BID AMOUNT"** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq*. and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFP Dates

Activity	Date
Issue of RFP	05/07/2015
Pre-Proposal Conference	N/A
Deadline to Submit Written Questions	05/15/2015 at 3:00PM
Response to Written Questions/RFP Amendments	05/21/2015
Submission of Proposals	06/18/2015 at 3:00PM

SECTION TWO
PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc, must be separate stand alone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." The Business Proposal Template is located in the supplemental attachments.

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 *Removed*

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP.

Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State
If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division
Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at http://www.in.gov/idoa/2464.htm.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana.. To complete the on-line Bidder registration, go to http://www.in.gov/idoa/2464.htm. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.3.10 General Information

Each Respondent must enter your company's general information including contact information.

2.3.11 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

2.3.12 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.13 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana
Refer to Section 2.7 for additional information.

2.4 TECHNICAL PROPOSAL

For the purposes of this RFP, please use the provided Technical Proposal Template located in the supplemental attachments. The Technical Proposal must be submitted in the original format.

2.5 COST PROPOSAL

For the purposes of this RFP, please use the provided Cost Proposal Template located in the supplemental attachments. The Cost Proposal must be submitted in the original format.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to http://www.in.gov/idoa/2464.htm and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to http://www.in.gov/idoa/2464.htm and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) it intends to claim in the Business Proposal. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

(1) A business whose principal place of business is located in Indiana.
(2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
(3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

(4) A business that makes significant capital investments in Indiana.
(5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:
Any company that can demonstrate a minimum capital investment of $5 million or more in plant and/or equipment or annual lease payments of $2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:
Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE
PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.

3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.

3.1.3 If technical proposals are close to equal, greater weight may be given to price.

3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and IDNR for further action, such as contract negotiations. If, however, IDOA and IDNR decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 108). Negative points may be assigned in the cost score. Additionally, there is an opportunity for a bonus of five points if certain criteria are met. For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	**40**
3. Cost (Cost Proposal)	35
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Subcontractor Commitment	5(1 bonus pt. available)

7.	Women Business Enterprise Subcontractor Commitment	5(1 bonus pt. available)
8.	Indiana Veteran Business Enterprise Subcontractor Commitment	5 (1 bonus pt. available)
Total		**100 (103 if bonus awarded)**

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points with a potential of 5 bonus points if certain criteria are met. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a "short list". Any proposal not making the "short list" will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc focused on cost and other proposal elements. Step 2 may include a second "short list".

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

3.2.2 Management Assessment/Quality - **40** points

3.2.3 Price – **35** points

Prices will be normalized to one another, based on the highest cost proposal evaluated. The highest proposal receives a total of 35 points. The normalization formula is as follows:

Respondent's Cost Score = (Respondent's Cost Proposal/ Highest Cost Proposal) x 35

3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most

Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

WARRANTY DEED

THIS INDENTURE WITNESSETH, That The Nature Conservancy, a non-profit corporation of the District of Columbia, whose address is 1800 North Kent Street, Arlington, Virginia, 22209, and which is registered in the State of Indiana, Conveys and Warrants to the State of Indiana, Department of Natural Resources, of Marion County, in the State of Indiana, as a gift, the following described real estate in Knox County, in the State of Indiana, to-wit:

Part of Location 16, Township 5 North, Range 9 West, Widner Township, Knox County, Indiana, described as follows: Beginning South 51 degrees West 1,671.8 feet along the northwest line of said Location and the center of the county road and South 26 degrees 37 minutes West 601.6 feet along the center of the county road from the north corner of said Location; thence South 27 degrees 37 minutes West 490.0 feet to the southwest line of said Location; thence South 37 degrees 58 minutes East 1,097.6 feet along said southwest line to a corner post; thence North 50 degrees 03 minutes East 1,082.0 feet along an existing fence to a corner post; thence South 38 degrees 36 minutes East 481.5 feet along an existing fence to a corner post; thence North 50 degrees 10 minutes East 946.0 feet along an existing fence to a corner post; thence South 39 degrees 38 minutes East 678.5 feet along an existing fence to a cornerpost; thence North 50 degrees 09 minutes East 665.8 feet along an existing fence to a corner post; thence North 38 degrees 30 minutes West 1,296.5 feet along an existing fence to an iron pipe; thence South 50 degrees 44 minutes West 851.6 feet along an existing fence to a corner post; thence North 40 degrees 13 minutes West 105.0 feet along an existing fence to a corner post; thence South 52 degrees 53 minutes West 243.0 feet along an existing fence to a corner post; thence South 83 degrees 27 minutes West 106.0 feet along an existing fence to a corner post; thence South 51 degrees 13 minutes West 429.0 feet along an existing fence to a corner post; thence North 77 degrees 05 minutes West 203.7 feet along an existing fence to a corner post; thence North 40 degrees 07 minutes West 346.0 feet along an existing fence to a corner post; thence South 56 degrees 07 minutes West 228.3 feet to a corner post; thence North 70 degrees 19 minutes West 150.0 feet along an existing fence; thence North 71 degrees 43 minutes West 344.0 feet to the point of beginning, situated in Widner Township, Knox County, Indiana. Containing in all to be conveyed 61.22 acres, more or less.

SUBJECT TO: All covenants, conditions and restrictions of record. In addition to the following restrictions which were in prior deed: This conveyance is made subject to the express condition and limitation that the premises herein conveyed shall forever be held as a nature preserve for scientific, educational and esthetic purposes, and shall be kept entirely in its natural state, excepting only the maintenance of such fences and foot trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the premises. There shall be no hunting, no trapping, no tree cutting or farming. There shall be no planting except to the extent necessary for improvement and management of wildlife habitat. Grantee to assume and pay all real estate taxes of record. ALSO: The Grantee agrees to erect and maintain a plaque or other appropriate marker, at a prominent location on the property, bearing the following statement: "This area was acquired with the assistance of The Nature Conservancy."

Exhibit B

IN WITNESS WHEREOF, The said The Nature Conservancy, by its Executive Vice President, has hereunto set its hand and seal, this 3rd day of December, 1980.

THE NATURE CONSERVANCY

BY: L. Gregory Low
Its Executive Vice President

STATE OF VIRGINIA, COUNTY OF ARLINGTON

Before me, the undersigned, a Notary Public in and for said County, this 3rd day of December, 1980, came The Nature Conservancy, by its Executive Vice President, L. Gregory Low, and acknowledged the execution of the foregoing instrument.

Witness my hand an official seal.

Nora S. Goode, Notary Public

MY COMMISSION EXPIRES:
February 24, 1981

APPROVED AS TO FORM AND LEGALITY:
THIS 22 DAY OF JAN, 1981
BY: William E. Daily
LINLEY E. PEARSON
ATTORNEY GENERAL OF INDIANA

ACCEPTED AND APPROVED:
THIS 24 DAY OF Jan, 1981
BY: Robert D. Orr
ROBERT D. ORR
GOVERNOR OF INDIANA

RECEIVED 1-20-81
SIGNED L.E.

THIS INSTRUMENT PREPARED BY: Cynthia Erlandson
CYNTHIA ERLANDSON
DEPARTMENT OF NATURAL RESOURCES

RECEIVED FOR FILING:
AUDITOR, STATE OF INDIANA

1-22-81
Bill DuBois
1/24/81

DULY ENTERED FOR TAXATION THIS 20 DAY OF January 1981
AUDITOR OF DEDICATION
FEE

RECORDED Jan 20 1981 AT 12:15 P.M. George D. Zoeller R.K.C.
Ded BOOK 313 PAGE 614 Fee $7.00

Notice and Acknowledgment

WHEREAS, Georgia W. Yocum and her spouse S. Dewey Yocum conveyed one-half interest in property located in Knox County, Location 16, Township 5 North, Range 9 West, Widner Township ("the Property") to The Nature Conservancy ("TNC") in 1980 ("Yocum Conveyance"), recorded by the Knox County Recorder in September 1980, Deed Book , Page ;

WHEREAS, the Yocum Conveyance provided that the Property shall be forever held as a nature preserve for scientific, education, and esthetic purposes, and shall be kept in its natural state;

WHEREAS, French H. Willis and his spouse Elizabeth L. Willis, conveyed one-half interest in the Property to TNC in 1980 ("Willis Conveyance"), recorded by the Knox County Recorder in October 1980, Deed Book 212, Page 30;

WHEREAS, the Willis Conveyance provided that the Property shall be forever held as a nature preserve for scientific, education, and esthetic purposes, and shall be kept in its natural state;

WHEREAS, TNC conveyed its entire interest in the Property to the Indiana Department of Natural Resources ("DNR") in 1981 ("TNC Conveyance"), recorded by the Knox County Recorder in January 1981, Deed Book 213, Page 614.

WHEREAS, the TNC Conveyance provided that the Property shall be forever held as a nature preserve for scientific, education, and esthetic purposes, and shall be kept entirely in its natural state;

WHEREAS, the DNR, through its Division of Nature Preserves, has maintained the Property since the TNC Conveyance in 1981;

WHEREAS, French H. Willis, Elizabeth L. Willis, Georgia W. Yocum, and S. Dewey Yocum are deceased and Steven Hoke is a member of the Willis, Yocum and Hoke families;

WHEREAS, Steven Hoke and the DNR ("the Parties) have reviewed the Yocum Conveyance, the Willis Conveyance, and the TNC Conveyance;

WHEREAS the Parties are aware that there is a significant amount of raw coal located approximately 200 feet below the Property;

WHEREAS, Indiana Code § 14-35 governs the extraction of natural resources from state-owned property; and

Exhibit C

WHEREAS, Steve Hoke, as a descendant of Yocum's and Willis's, hereby acknowledges that he has been given notice of the planned extraction of coal, that he does not believe the underground mining of the property will have an adverse effect on the continued use of the property for scientific, education, or esthetic purposes, and that he does not object to the extraction of the coal by underground methods as long as there is no use of the surface of the real estate.

Steven Hoke

Date: Sept 17, 2014

Cameron F. Clark
DNR Director

Date: 9-18-14

INDIANA DEPARTMENT OF NATURAL RESOURCES

PERMIT FOR UNDERGROUND COAL MINING OPERATION

To

SUNRISE COAL, LLC

Permit Number: 2016-1 Facility Name: Yocum Woods Nature Preserve

Permittor: Indiana Department of Natural Resources (also referred to as "Department")

Permittee: Sunrise Coal, LLC

SECTION I - PERMIT FOR UNDERGROUND COAL MINING

This Permit is issued pursuant to the provisions of Indiana Code ("I.C") 14-35, I.C. 14-11-3-1, I.C. 4-21.5 , and 312 Indiana Administrative Code ("IAC") 3-1, and subject to Permittor's Request for Proposals ("RFP") 15-086 issued on May 7, 2015 with response due on June 18, 2015 at 3:00 p.m. A true copy of the original RFP 15-086 is- attached hereto as Exhibit A and incorporated herein by reference.

As required by I.C. 14-35-1-8, this Permit was reviewed and approved by the Natural Resources Commission at its regular meeting held on September 20, 2016.

The purpose of the underground coal mining operation referenced in this Permit is to extract coal from underneath Permittor's property known as Yocum Woods Nature Preserve ("Premises") consisting of approximately 61.22 surface acres and is situated 18 miles north of Vincennes near Oaktown in northern Knox County, Indiana which is more particularly described in the attached Exhibit B which is incorporated herein.

The warranty deed conveying title of the Premises to the Permittor included the following covenant and restriction with respect to the Premises:

> This conveyance is made subject to the express condition and limitation that the premises herein conveyed shall forever be held as a nature preserve for scientific, educational, and esthetic purposes, and shall be kept entirely in its natural state, excepting only the maintenance of such fences and foot trails as may be appropriate to effectuate the foregoing purposes without impairing the essential natural character of the premises. There shall be no planting except to the extent necessary for improvement and management of wildlife habitat.

The underground coal mining operation authorized by this Permit would occur below the surface of the Premises. As a result, it is anticipated that little or no adverse impacts to the surface of the Premises would take place. Written acknowledgement from the families that conveyed this property stating an underground coal mining operation does not violate the deed covenant and restriction was included as Attachment G to RFP 15-086 and is attached hereto as Exhibit C and incorporated herein by reference. Therefore, it is critical in issuing this Permit that no surface

impacts to the Premises occur from this underground mining operation. The Permittee shall be liable for any surface impact to the property as a result of its underground mining operation.

In consideration of the royalties and other payments to be made and the agreements to be performed by Permittee as hereinafter provided, Permittor does hereby grant and let, exclusively to Permittee, upon the terms and conditions set forth in this Permit, all of its interest including any reversionary, contingent or future interest of the coal (the "Coal"), coal bed methane, other hydrocarbons, clay, and other minerals and substances under Premises removed incidentally during the underground coal mining process, and the void remaining after Coal has been mined, underlying the following described Premises in Knox County described in Exhibit B, together with all the mining rights and privileges appurtenant to the ownership of the coal and the exclusive rights to mine, test, explore, extract, remove, transport, store, process, clean, and sell Coal by any underground mining method except long wall mining, from, in, and underlying the surface of the Premises and other real estate within the Mine Area, and the rights, without additional compensation, of free and uninterrupted ingress and egress through the subsurface of the Real Estate at any time during the term of this Lease with such persons, tools, machinery and appliances as may be necessary for the purposes of exploring and testing the Coal and subsurface by drilling or otherwise, and the right to conduct operations on the Premises necessary to obtain mining permits, and free and uninterrupted ingress and egress through the Premises for the construction, installation, and operation, at such subsurface locations as Permittee shall determine through the subsurface of the Premises for the transportation of coal, implements, supplies, tools, slurries, and other materials within the Mine Area; and the rights to vent, release, dissipate, and otherwise remove coal bed methane, but only to the extent required for mine safety and not in violation of I.C. 14-37-11 and not for production and sale, and other materials without compensation, commingle the Coal with coal mined by the Permittee from other locations, and otherwise use the subsurface for any purpose useful in coal mining operations within the Mine Area. The rights granted under this paragraph shall include the right to use underground voids and excavations for drainage and permanent injection of slurry, gob and waste. Such rights for drainage, injection and deposit shall continue after mining of the coal underlying the Premises has ceased and so long as Permittee is mining, removing, and selling coal from land within the Mine Area or is performing reclamation within the Mine Area. The Permittee shall have no surface mining rights.

In addition, the Permittee shall have rights of ingress and egress in and to the Premises in order to establish and use emergency mine evacuation facilities and operations that may be needed for the safety of employees of Permitee or Permittee's assigns, including but not limited to contractors, and the Permittee shall have rights of ingress and egress on, over and across the Premises in case of emergencies that may arise in Permittee's operations and that may be necessary for the safety of employees and others engaged in coal mining activities. Such facilities may be installed at any time, whether before or during an emergency, to prepare for possible and/or active emergency evacuation and other emergency operations.

The Permittee shall be liable for any surface impact to the property as a result of the proposed underground mining operation. The Permitee shall further comply with all applicable provisions of I.C. 14-34 and 312 IAC 25, including those addressing subsidence control. The Permittee

acknowledges that it is critical that there be no surface impacts to the property from the Permittee's underground mining operations.

SECTION II - TERM OF THE PERMIT

As authorized by I.C. 14-35-1-9(a), the initial term of this Permit shall be for a period of ten (10) years. The Department shall automatically continue this permit for successive terms of ten (10) years for as long thereafter as Permittee or its successors and assigns are conducting mining operations in the Mine Area and if commercial production and accompanying royalty payments are established by the end of the initial term but not to exceed fifty (50) years.

The Department may terminate this Permit as provided in I.C. 14-35-1-9(b) if commercial production is not established within the initial 10-year term of this Permit. As provided in I.C. 14-35-1-9(c), the Department may terminate this Permit at any time for failure of the Permittee to comply with I.C. 14-35-1 or any rule adopted under I.C. 14-35-1.

The receipt and acceptance of this Permit by the Permittee shall be considered as acceptance of the conditions and limitations stated in this Permit.

SECTION III - PAYMENTS

A. Royalties:

1. Advanced Royalty. Until such time as Coal actually is mined and sold from the above described Premises, Permittee agrees to pay to the Permittor the sum of $50.00 per acre as advanced royalty payment for the initial term of the Permit and $50.00 per acre as advanced royalty for any extension term thereof. All such payments shall be made on or before the anniversary date of the Permit, provided, however, that Permittee shall have the right to move the payment due date forward for administrative purposes in order to create a common anniversary date with the other agreements which may be hereinafter obtained. The parties acknowledge that Earned Royalties can be recouped against this Advanced Royalty.

2. Earned Royalty. As earned royalty for all coal mined, removed and sold from the Premises, Permittee agrees to and shall pay or credit to Permittor the greater of (a) 6% of the Average Gross Realization Price F.O.B. the mine, or (b) $2.00 for each Ton of Coal that is mined and sold from the Premises. The term "ton" shall mean a short ton of two thousand (2,000) pounds avoirdupois. Permittee shall have the right to commingle coal mined from the Premises with coal mined from other locations, and Permittor acknowledges that during periods in which coal is commingled the tonnage of coal mined and sold shall be determined on a pro rata basis comparing the tons of coal mined and sold from the Premises with the overall tonnage of coal mined and sold by Permittee that month, and that the average gross realization price of the coal for purposes of computing the earned royalty computation shall be based on the average gross realization price (F.O.B. the mine) of the commingled coal.

3. Weights. Railroad weights (F.O.B.) shall be taken as the basis for payment of earned royalty when coal is loaded and weighed on railroad cars at the mine and when not so loaded and weighed, then other fair and accurate weights and measurements shall be taken at the mine as the basis for payment.

4. Payment schedule. Earned royalty shall be paid or credited to Permittor on or before the twentieth (20th) day following the close of the calendar month during which the coal was mined and sold and all advance royalties paid to Permittor shall be deducted from the first earned royalties to be paid Permittor. Monthly earned royalties shall be reduced by the amount of advanced royalties previously paid to Permittor on all coal until the total earned royalty exceeds the total amount of advanced royalty previously paid. If the coal is used by Permittee in its own operation or sold to an affiliated company, the price used in the computation of earned royalty shall be the reasonable market value of similar coal produced in the area and sold at arm's length or at the price of like transactions made at approximately the same time.

5. Unmerchantable coal. No Earned Royalty shall be paid on coal other than Merchantable Coal as defined in Section XIV below that has been removed and sold as part of the mining process.

B. Bonus Item:

Permittee shall initially pay the sum of $10.00 per acre or $612.22 as a bonus.

C. Payment Address:

All payments, including but not limited to the royalty and bonus payments, shall be made payable to the Division of Nature Preserves, deposited into the dedicated land management fund and restricted for the use and benefit of Indiana nature preserves. Payments and supporting documentation shall be sent to: Director, Division of Nature Preserves, 402 W. Washington Street, Room W267, Indianapolis, Indiana 46204.

SECTION IV - ADDITIONAL RIGHTS OF PERMITTEE

Department hereby grants to the Permittee the right to do the following acts upon the surface and subsurface of the Premises and Department agrees to execute all necessary easements or other documentation in furtherance of said rights.

A. Rights of ingress and egress. The Permittee shall have rights of ingress and egress in and to the Premises in order to establish and use emergency mine evacuation facilities that may be needed for the safety of employees of Permittee and the Permittee shall have right of ingress and egress on, over and across the Premises in case of emergencies that may arise in Permittee's operations and that may be necessary for the safety of employees.

B. Rights of entry. Permittee shall have the right to enter into, across and through the coal and the subsurface above and below the coal, at such points and in such manner as may be necessary or convenient for the purpose of mining the coal underlying the Premises or underlying land controlled by Permittee and located within ten (10) miles of the Premises, by the slope, shaft or other underground method (but not long wall method). Permittee has no right to mine the coal by the pit, strip or surface mining method. Permittee shall have such rights of way into, across and through the coal underlying the Premises and the subsurface above and below the coal by means of tunnels, entries and workings as may be necessary to the mining, removal, processing, transporting and marketing the coal underlying the Premises and underlying land controlled by Permittee and located within ten (10) miles of the Premises. The rights granted Permittee under

this paragraph shall continue after the mining of the coal underlying the Premises has ceased and so long as Permittee is mining, removing and selling coal from land controlled by Permittee and located within ten (10) miles of the Premises or as long as Permittee is performing acts on or beneath said land to comply with governmental statutes, rules and regulations or otherwise using the void created by the underground mining of coal.

C. Rights enabling compliance. Permittee shall have such other rights to use and possess the Real Estate that are required and necessary to comply with governmental statutes, rules, regulations and orders and such additional rights shall survive the surrender and termination of this Permit.

SECTION V - ADDITIONAL RIGHTS OF DEPARTMENT

A. Rights of entry. Department, its employees and agents, shall have the right to enter at reasonable times the Permittee's mine in order to inspect, examine, survey, or measure the same or any part thereof, to measure or calculate the tonnage mined, or for any other lawful purpose, and for these purposes to use freely such means of access to the mine and works without interference, hindrance or molestation from Permittee, its employees and agents, and other persons. Department's rights under this paragraph shall be exercised in such a manner so as not to unreasonably interfere with the operations of Permittee and so as not to violate any governmental rule or regulation.

B. Subsurface rights. Department shall have the right to explore for, capture and recover any subsurface resource, other than coal but including coalbed methane that is not vented, released or dissipated for mine safety, and also including but not limited to oil and conventional gas, provided however, that Department's activities and actions in this regard shall not interfere with coal mining operations of Permittee and shall be in compliance with applicable laws, rules and regulations of any governmental body. Department shall have the right to lease or assign its rights retained hereunder to other persons, corporations or firms; however, no such lease or assignment shall permit interference with Permittee's coal mining activities. Department shall have the right to take over any gas well discovered by Permittee as a result of its core drilling.

C. Release of Permit. Department shall have the right to demand that Permittee shall execute and deliver, within thirty (30) days, to Department, in recordable form, a release of this Permit, if Permittee abandons the mine or if this Permit becomes null and void under any of the provisions herein.

D. Default provisions. The parties agree that all the terms and provisions of this Permit are to be construed as conditions. If Permittee fails to timely pay any advanced or earned royalty payment to Department when due, or fails to pay taxes on the coal as provided herein, or fails to keep and perform any other covenants, conditions or legal duties herein imposed upon the Permittee, then Department may declare this Permit forfeited and cancel this Permit; provided, however, if the payment or credit is made or other default is removed or cured or corrected within a sixty (60) day period (30 days for earned royalty) following written notificiation, this Permit shall be, and remain, in full force and effect.

E. Inspection of records. At reasonable times, Department, its agents or attorney, may inspect Permittee's bookkeeping records, maps and mining plans and the method of determining the coal

mined and removed from the property at the office of Permittee during the business hours of any business day for the purpose of calculating the tonnage mined from the Premises and verifying the accounts rendered. Department shall also have the privilege during reasonable hours to inspect Permittee's scales and records relating to the weight of the coal mined, removed and sold from the Premises in a manner that does not interfere with normal business activity of Permittee.

F. Terms of abandonment. Abandonment is defined as Permittee not mobilizing or utilizing the Real Estate for any activity related to mining within the Mine Area for a period of two (2) consecutive years. In the event of the abandonment of the mine by Permittee, all right, title and interest in said Real Estate shall revert to the Department, after Permittee has had reasonable time to remove any equipment, machinery, etc. remaining on the Real Estate at the time of abandonment.

SECTION VI - DUTIES OF THE PERMITTEE

A. Removal of coal. Upon Permittee's commencement of actual mining of coal beneath the Premises, Permittee shall remove said coal, which in Permittee's sole discretion, Permittee deems to be profitable of being removed; however, Permittee agrees to and shall with reasonable diligence, mine from the Premises all the merchantable coal.

B. Legal compliance. Permittee agrees to and shall conduct its mining operations with diligent efforts toward compliance with all applicable County, State and Federal statutes, rules, orders and regulations. Further, Permittee shall, at its own cost, use diligent efforts to comply with all statutes and governmental rules, orders and regulations applicable to the mining of coal, reclamation of land, safety of employees and persons, and any other subject matter that may cover Permittee's coal operations upon Department's Premises. Permittee agrees to and shall, upon termination of the Permit, remove any and all aboveground facilities used in the operation of the mine on said Premises.

C. Record keeping. Permittee shall keep true and correct bookkeeping records of all coal mined, removed and sold from the Premises. On or before the 20th day of each calendar month after the month in which Permittee commences actual mining operations on the Premises, Permittee shall furnish Department a true and correct statement showing the number of tons of coal mined and removed from the Premises and sold by the Permittee during the preceding calendar month. Unless the Department shall give the Permittee written notice of a dispute or question with respect to such statements within one (1) year from the date same is delivered to the Department, such statement shall be final and binding on the parties.

D. Damages to Department. Permittee shall compensate Department for any damages Permittee may cause to Department's improvements and land by reason of Permittee's exploration, testing and mining activities performed under the provisions of this Permit.

E. Business conduct. Permittee shall conduct its coal mining operations on the Premises in a prudent, workmanlike and careful manner in accordance with accepted practices and uses in the area.

F. Safety. Permittee shall conduct its mining operations on the Premises with due regard for the safety of its employees, and adhere to state and/or federal mine safety regulations.

G. Coal taxes. Permittee shall pay or cause to be paid all taxes levied upon the coal underlying the Premises and mined and sold from the Premises.

H. Liens. Permittee shall indemnify, protect and save harmless the Department from and against laborer's and materialmen's and mechanic's liens that may attach to the Premises by reason of the Permittee's mining operations hereunder, and Permittee shall not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days provided, however, that Permittee may in good faith contest any such lien at Permittee's expense.

I. Finality of statement. The Permittee shall in its monthly statement to be rendered to the Department show the earned royalty due the Department, advanced royalty due the Department and such statement shall be conclusive and final one (1) year from the time of rendition as to the quantity of coal mined, removed and sold and/or royalty due during such period unless written objections are made within one (1) year.

J. Notice of intention. The Permittee shall give two (2) month's advance notice to Department of Permittee's intention to begin mining the coal beneath the Premises.

K. Interference. The Permittee shall conduct its coal mining operations on the Premises in such a manner so as not to unreasonably interfere with the Department's operations thereon.

SECTION VII - DEPARTMENT'S TITLE TO THE PREMISES

A. The Department does warrant and agree to defend the title to the Premises. Department agrees to and shall, at Permittee's request, if available, furnish to the Permittee upon a proper written receipt by the Permittee an abstract of title to the Premises and Permittee may, at its cost, cause the abstract to be brought up to date. Permittee may, at its cost, cause the abstract to be examined by an attorney to determine whether or not Department has merchantable title to the Premises. Permittee shall return the abstract to Department within ninety (90) days after receipt of same. If the examination of the abstract reveals correctable defects in the title to the Premises, Department agrees, at Department's cost, to correct such defects to make the title merchantable. If Department fails to diligently correct the defects, the Permittee has the right to correct same, and deduct the cost of correcting said defects from any future amounts or royalties owed to Department and in the name of Department where necessary. If Permittee determines the title is not merchantable and the defects cannot be corrected, then this Permit shall be null and void.

B. Disputes Regarding Coal Ownership. If any dispute arises as to ownership of any of the coal covered by this Permit or the title to the royalties payable hereunder with respect to such coal, Permittee may pay any payment allocable to the coal whose ownership or title is disputed into an escrow account to be established by Permittee until the ownership or title is finally determined and such dispute is resolved. Permittee shall notify Department of any payments made into an escrow account.

SECTION VIII - LIMITS TO LIABILITY OF PERMITTEE

The Permittee shall not be liable to Department for the loss of destruction of any coal due to fire, flood, collapse, cave-in or other similar causes, unless such loss or destruction is proximately caused by the negligence of the Permittee. The Permittee shall comply with and satisfy all governmental statutes, rules, regulations and orders applicable to the mining and removal of coal,

especially those rules and regulations that were enacted for the purpose of protecting landowners from subsidence damage.

SECTION IX - INDEMNIFICATION AND INSURANCE

A. Indemnification and insurance. Permittee agrees to and does hereby indemnify, defend and hold harmless Department from any claim, demand or damages for bodily injury to or death of persons or damage to property of whatsoever kind, nature, or description which may be made or asserted by any person, firm or corporation, including but without limitation, members of the public generally and Permittee's agents, servants, employees, licensees and invitees arising out of or in connection with Permittee's use or occupancy and mining of coal beneath the Premises or beneath land controlled by the Permittee located within five (5) miles of the Premises. The Permittee shall secure and keep in force during the term of this Permit the following insurance coverage, covering the Permittee for any and all claims of any nature which may in any manner arise out of or result from Permittee's performance under this Permit: Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State of Indiana 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 Permit. Automobile liability with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. The insurer must have a certificate of authority issued by the Indiana Department of Insurance. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Permittee. The insurance required by this Permit, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the Permittee. Failure to provide insurance as required in this Permit may be deemed a material breach of contract entitling the State of Indiana to immediately terminate this Permit. The Permittee shall furnish a certificate of insurance and all endorsements to the Permittor before the commencement of mining activities under this Permit. Permittee shall meet all lawful demands of public authorities in connection with its mining operations on the Real Estate. The Permittee shall defend Department if sued or threatened to be sued and pay any and all reasonable attorney fees and other expenses that Department may incur in protecting themselves from any claims or lawsuits arising directly or indirectly from the coal mining operations by the Permittee upon the Premises.

B. Environmental damage. The Permittee hereby agrees to and shall indemnify and hold harmless Department from and against all Environmental Damage caused by Permittee's mining operations and arising from the presence of Hazardous Material beneath the surface of the Premises, or of land located within five (5) miles of the Premises, or migrating from the Premises or from land located within five (5) miles of the Premises or arising in any manner whatsoever out of the violation by Permittee of any environmental laws, codes, ordinances, regulations or orders applicable to the Premises and to the land located within ten (10) miles of the Premises and Permittee's activities thereon, except in each instance that which exists as of the commencement date of this Permit. The Permittee shall clean up or otherwise respond to any asserted violation by the Permittee of any state or local law, rule or regulation affecting the Premises or land located within ten (10) miles of the Premises relating to the generation, use, treatment, storage, disposal, release, discharge or contamination by any materials or substance

that are prohibited or regulated by federal, state or local law or pose a hazard to the environment or human health. All such acts shall be at Permittee's cost and expense. The Permittee shall take all steps necessary to prevent environmental damage to the Premises and land located within ten (10) miles of the Premises in the future.

SECTION X - NOTICES

All notices to be given hereunder shall be addressed to Department and Permittee as follows below or at such other place as the parties may hereafter designate in writing. All notices shall be in writing and shall be served by personal service or by registered mail, return receipt requested. All notices served by registered mail shall be deemed to have been duly given as of the date they were mailed.

Department: Indiana Department of Natural Resources

Attn: Director, Division of Nature Preserves

402 W. Washington Street, Room W267

Indianapolis, IN 46204

Permittee: Sunrise Coal, LLC

1183 E Canvasback Drive

Terre Haute, IN 47802

SECTION XI - RECORDING PERMIT BY MEMORANDUM

Department and Permittee agree that the Permittee, at Permittee's expense, may record a Memorandum of this Permit in the Office of the Knox County, Indiana Recorder in lieu of recording the original Permit, and such recording memorandum shall be signed by Department and Permittee.

SECTION XII – RECLAMATION.

Permittee agrees to comply with and abide by the federal and state laws, rules and regulations concerning reclamation upon the Premises.

SECTION XIII – SUSPENSION OF MINING.

In the event Permittee, without fault, is unable, wholly or in part, as a result of uncontrollable forces to carry out the obligations and duties imposed upon the Permittee under the provisions of this Permit, such duties and obligations, including but not limited to the inability so caused, and the term of this Permit shall be extended for a period equivalent to the period of the inability. Permittee shall promptly notify the Department of any such suspension. In no event shall such period of inability under this paragraph exceed three (3) years in time. The cause shall be

remedied with all reasonable dispatch provided that in no event will Permittee be required, against its will, to settle any strike or lockout or to adjust any labor disputes or to question the validity of or to refrain from testing the validity of any local, state or federal order, rule, regulation or law. The Permittee shall pay a rental fee of $100.00 per month of suspension, which of the purposes of recoupment, shall not be treated as Advanced Royalties or bonus payments.

SECTION XIV - DEFINITIONS

A. "Average gross realization price" shall mean the average selling price on a monthly basis received by the Permittee for the coal mined and sold by the Permittee from the real estate (F.O.B. the mine), less the following deductions:

(1) The Black Lung Tax payable quarterly by Permittee to Internal Revenue Service for the Black Lung Disability Fund;

(2) Reclamation Tax payable quarterly by the Permittee to the Office of Surface Mining which goes into the Abandoned Mine Lands Fund;

(3) Any other tax initiated by the mining, excavation, removal or sale of coal from the Premises (not based on net income), cost or levy resulting from a statute or governmental rule, order or regulation that is assessed upon Permittee's selling price of the coal or upon the tonnage of coal mined by Permittee, including, but not limited to, excise tax, surtax, sales tax, gross receipts tax and severance tax.

B. "Coal" means combustible carbonaceous rock classified as bituminous or subbituminous by ASTM Standard D388-77 and shall include, without limitation, the right to ventilate coal bed methane ("CBM") and coal mine methane ("CMM") into the atmosphere, as required by the federal Mine Safety and Health Act. Coal does not include shale, slate, clay, rock, dirt, debris, pyrite or similar foreign objects or substances for the purposes of computing the amount of Earned Royalties, but the term "coal" shall include shale, slate, clay, rock, dirt, debris, pyrite or similar foreign objects or substances for the purposes of identifying the materials that may be mined and removed in the coal mining process.

C. "Environmental Damage" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim of whatever kind or nature and which are incurred or exposed at any time as a result of the existence of hazardous materials about or beneath the Premises or other land adjoining the Premises or migrating or threatening to migrate to or from the Premises or adjoining Premises or the existence of any violation of environmental requirements pertaining to the Premises owned by Department.

D. "Hazardous Materials" means any substance the presence of which requires investigation or remediation under any laws, codes, ordinances, regulations or order or which it becomes defined as a "hazardous waste" or "hazardous substance", pollutant or contaminant under any laws, codes, ordinances, regulations or order including under CERCLA or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or becomes regulated by any governmental authority.

E. "Merchantable coal" means all coal underlying the Premises which, when reached in the normal course of the mining operations of Permittee, can be mined, prepared and sold at a reasonable profit with use of labor, machinery, methods and management which are in use at the time mining operations are conducted upon the Premises.

F. "Permittee" means Sunrise Land Holdings, LLC and its successors, assigns, parents, subsidiaries, and affiliates.

G. "Mine Area" means any and all areas or property where Permittee is conducting mining operations or other activities related to such operations including but not limited to reclamation, within Knox and/or Sullivan counties under DNR Permit U-031or covered under any revisions and/or amendments to such permit.

H. "Ton" shall mean a short ton of two thousand (2,000) pounds avoirdupois.

I. "Uncontrollable forces" means fires, explosions, floods, washouts, lightning, earthquakes, soil shifting, wind storms, other damage from elements, acts of God, inadequacy of available supplies of water, power or fuel, accidents, delays or failures in transportation, acts of war, riots, civil and criminal disturbances, strikes. lockouts, boycotts, and other labor or industrial disturbances, sabotage, labor shortages, delays in obtaining necessary materials in the open market or the approvals required by the terms of this Permit or by law, inability to obtain permits or licenses, breakage or accident of machinery or facilities, acts of governmental authority under any local, State or federal laws or regulations, including governmental controls, regulations, or judicial orders or decrees, and other matters beyond the reasonable control of Permittee whether or not similar to matters specifically enumerated.

J. "Security agreements" includes, but is not limited to Leasehold Mortgages entered into by the Permittee with its lenders.

SECTION XV – WAIVER AND CONSENT BY DEPARTMENT.

Department understands Permittee retains the right to enter into such agreements with financial institutions (hereinafter "Lenders") to secure funding for construction of the mining facilities and the purchase of equipment and supplies, (hereinafter "Assets") necessary to conduct mining operations. Permittee will identify the Lenders to the Department and give notice to the Department if the Lenders change. Department hereby consents to the following provisions:

A. Permittee shall have the right to pledge this Permit as collateral in securing funding from Lenders. Department acknowledges and consents to the execution by Permittee in favor of Lender and the recording of such document.

B. The Assets shall be and remain personal property, notwithstanding the manner of annexation to the Real Estate, their adaptability to the uses and purposes for which the Real Estate is used, or the intentions of the party making the annexation.

C. Any rights which Department may claim to have in and to the Assets, no matter how arising, shall be junior, second and subordinate to the rights of Lender therein.

D. Permittee shall provide Lender information to Department and shall update the information within 30 days after any changes. Department will notify last known Lender in writing, at its office if Permittee defaults on its obligations under the Permit or any renewals, extensions, amendments, modifications, substitutions or replacements thereof. Department agrees not to exercise the remedies for default set forth in the Permit unless and until it has delivered to Permittee and to Lender a notice describing such breach and the same is not cured within sixty (60) days after delivery of the notice (thirty (30) days for Earned Royalties or other payments due), provided that if the breach cannot reasonably be cured (non-payment excluded, which must be cured within thirty (30) days) within such sixty (60) day period, Department will not exercise its remedies under the Permit if Lender or Permittee commences curative action within the sixty (60) day period and diligently pursues the same to completion. Lender shall have the right, but not the obligation, to effect such a cure, and the Department agrees to accept any such cure by Lender. Further, if such default is of a nature that cannot reasonably be cured by Lender (e.g., bankruptcy) or cannot reasonable be cured by Lender until it obtains possession of the Assets demised under the Permit, Department agrees that upon Lender's acquisition of the leasehold interest of Permittee (by the exercise of its remedies under security agreements with the Lender), the Department will enter into a direct Permit with Lender on the same terms and conditions as the Permit, upon Lender's request, provided that Lender cures all then existing monetary defaults under the Permit.

SECTION XVI - OTHER GENERAL MISCELLANEOUS PROVISIONS

A. Enforcement. This Permit shall be construed, enforced and performed in accordance with the laws of the State of Indiana.

B. Binding. The terms, provisions, conditions and covenants of this Permit shall be binding upon and shall inure to the benefit of the Department and Permittee, and their heirs, personal representatives, legatees, devisees, successors and assigns.

C. Headings. The headings in this Permit have been inserted solely for ease of reference and should not be considered in the interpretation or construction of this Permit.

D. Waiver. No delay or omission to exercise any right or remedy shall impair any such right or remedy or be a waiver thereof and any waiver on one occasion shall be limited to that occasion.

E. Written Instrument. This Permit constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements, whether written or oral, correspondence and discussions regarding same.

F. This Permit may be revoked by Permittor for violation of any material condition, limitation or applicable rule or statute providing such material condition, limitation or applicable rule or statute has been finally adjudicated by a court or governmental agency of proper jurisdiction and Permittor has been given sixty (60) days from written notice of a violation to cure said violation.

G. If any archeological artifacts or human remains are uncovered during Project activities Permittee must stop work and report the discovery to the Indiana Division of Historic Preservation and Archaeology within two (2) business days.

H. This permit does not relieve the Permittee of any liability for the effects which the Project may have upon the safety of the life or property of others.

I. This Permit is not a waiver of any local ordinance or other state or federal law or regulation. This Permit does not relieve the Permittee of obtaining additional permits or approvals as required by other federal, state, or local regulatory agencies.

J. This Permit is not assignable or transferable without the prior written approval of the Permittor which shall not be unreasonably withheld.

K. The Permittor shall have the right to enter upon the Project site for any lawful purpose. Permittor will notify Permittee of its on-site presence and will comply with the safety rules under MSHA and those safety rules that are normal and customary in the industry.

L. Permittee shall keep accurate and complete records of its use of and work on the Premises and shall permit Permittor or its agents, officers, or employees to inspect and copy such records, including but not limited to sales information and load tickets, at reasonable times and without delay.

SECTION XVII – COMPLIANCE WITH LAWS.

A. The Permittee 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 modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Permit shall be reviewed by the State and the Permittee to determine whether the provisions of this Permit require formal modification.

B. The Permittee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with 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 Permittee 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** Permit, **the Permittee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this permit.** If the Permittee is not familiar with these ethical requirements, the Permittee 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 Permittee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Permit immediately upon notice to the Permittee. In addition, the Permittee 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 Permittee certifies by entering into this Permit 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 State of Indiana. The Permittee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Permittee. Additionally,

further work or payments may be withheld, delayed, or denied and/or this Permit suspended until the Permittee is current in its payments and has submitted proof of such payment to the State.

Authority to withhold payments is found in IC 4-13-2-14.5 for contractors on the tax warrant list for delinquent taxes.

D. The Permittee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will make reasonable efforts to notify the State of any such actions. During the term of such actions, the Permittee agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Permit.

E. If a valid dispute exists as to the Permittee's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Permittee, the Permittee may request that it be allowed to continue, or receive work, without delay. The Permittee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State 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 Permittee warrants that the Permittee and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. The Permittee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. The Permittee affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Permittee and any principals of the Permittee certify that:

(A) the Permittee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) 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

(B) the Permittee will not violate the terms of IC §24-4.7 for the duration of the Permit, even if IC §24-4.7 is preempted by federal law.

(2) The Permittee and any principals of the Permittee certify that an affiliate or principal of the Permittee and any agent acting on behalf of the Permittee or on behalf of an affiliate or principal of the Permittee, except for de minimis and nonsystematic violations,

(A) 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

(B) will not violate the terms of IC §24-4.7 for the duration of the Permit, even if IC §24-4.7 is preempted by federal law.

I. Governing Law. This permit shall be construed in accordance with and governed by the laws of the State of Indian and suit, if any, must be brought in the State of Indiana.

J. Merger and Modification. This Permit constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Permit will be valid provisions of this Permit. This Permit may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

K. Authorizations. Any person executing this Permit in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Permit on such principal's behalf.

L. Headings. The headings in this Permit have been inserted solely for ease of reference and should not be considered in the interpretation or construction of this Permit.

M. Binding. The terms, provisions, conditions and covenants of this Permit shall be binding upon and shall inure to the benefit of the Department and the Permittee, and their successors and assigns.

N. Waiver. No delay or omission to exercise any right or remedy shall impair any such right or remedy or be a waiver thereof and any waiver on one occasion shall be limited to that occasion.

O. Drafting Presumption. Neither Party is to be considered the author of this Permit and no presumptions on drafting shall be attributable to either party.

SECTION XVIII - APPEAL

This signed document constitutes the issuance of a permit by the Department of Natural Resources, subject to the conditions and limitations stated on the pages entitled "INDIANA DEPARTMENT OF NATURAL RESOURCES – PERMIT FOR UNDERGROUND COAL MINING OPERATION". The permit or any of the conditions or limitations which it contains may be appealed by filing a petition for administrative review. Such review is governed by the Administrative Orders and Procedures Act, I.C. 4-21.5, and rules pertaining to adjudicative proceedings, 312 IAC 3-1. In order to obtain administrative review, a written petition must be filed with the Division of Hearings within 18 days of the mailing date of this notice. The petition should be addressed to:

Natural Resources Commission

Director-Hearings
Indiana Government Center North, Room N501
100 N. Senate Ave.
Indianapolis, IN 46204

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Permittee, or that the undersigned is the properly authorized representative, agent, member or officer of the Permittee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Permittee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Permit other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge 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 Permit, the Permittee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Permittee and the State have, through their duly authorized representatives, entered into this Permit. The parties, having read and understood the foregoing terms of this Permit, do by their respective signatures dated below agree to the terms thereof.

Permittee: Sunrise Coal, LLC

By: _____

_____
Name and Title, Printed

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

_____(for)
Gregory F. Zoeller, Attorney General

Date: _____

Approved by the Department (Permittor) and Natural Resources Commission

_____

Cameron F. Clark, Director of the Department and Secretary of the Natural Resources Commission

Date: _____

4827-5867-7557.v1

Approved by the Governor:

_____

Michael R. Pence, Governor
State of Indiana

Date: _____