



INDIANA FINANCE AUTHORITY

**REQUEST FOR QUALIFICATIONS
TO DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN**

**THE EAST END CROSSING
(LOUISVILLE-SOUTHERN INDIANA
OHIO RIVER BRIDGES PROJECT)**

**THROUGH A
PUBLIC-PRIVATE PARTNERSHIP AGREEMENT**

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PART ES

EXECUTIVE SUMMARY

Introduction

The Indiana Finance Authority (“IFA”), a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, in cooperation with the Indiana Department of Transportation (“INDOT” or “Department”) and in coordination with Kentucky Transportation Cabinet (“KYTC”) and the Louisville and Southern Indiana Bridges Authority (“LASIBA”), is pleased to invite interested teams to submit their statements of qualifications (“SOQs”) to develop, design, build, finance, operate and maintain a tolled bridge facility and associated roadway and facilities (the “East End Crossing”) across the Ohio River; connecting Clark County, Indiana and Jefferson County, Kentucky through an availability payment concession pursuant to a public-private partnership agreement (“PPA”). The East End Crossing is part of the larger Ohio River Bridges Project, which is a construction, reconstruction and rehabilitation project that is vital in addressing cross-river transportation needs in the greater Louisville-Southern Indiana region. The East End Crossing will provide additional capacity, improve transportation efficiency and reliability and safety enhancements to existing infrastructure. Specifically, the East End Crossing will provide a new bridge across the Ohio River connecting roadways in Kentucky and Indiana, i.e. connecting KY 841/I265 (Gene Snyder Freeway) in northeastern Jefferson County, Kentucky, with SR 265 at SR 62 in southeastern Clark County, Indiana.

The East End Crossing is needed and private sector involvement is sought because of the following conditions:

- Inefficient mobility for existing and planned growth in population and employment in the downtown area and in eastern Jefferson and southeastern Clark Counties;
- Traffic congestion on the Kennedy Bridge and within the Kennedy Interchange;
- Traffic safety problems within the Kennedy Interchange and on the Kennedy Bridge and its approach roadways;
- Inadequate cross-river transportation system linkage and freeway rerouting opportunities in the eastern portion of the Louisville Metropolitan Planning Area (LMPA);
- Locally adopted transportation plans that call for two new bridges across the Ohio River and the reconstruction of the Kennedy Bridge;

- Traditional funding sources for the East End Crossing are limited and Indiana is seeking to maximize funding from other sources, including private equity; and
- Private sector innovation in the design and management may help the East End Crossing be completed quicker and more efficiently.

IFA and INDOT are committed to improving mobility in the region and using project delivery methods that provide overall best value to the citizens of Indiana, including the use of public-private partnerships (“P3s”).

The Opportunity

The East End Crossing presents an attractive opportunity for the private sector because:

- IFA and INDOT are committed to the completion of the East End Crossing;
- Regional stakeholders, including KYTC, Kentucky Regional Development and Planning Agency “(KIPDA)” and LASIBA, are committed to the successful completion of the East End Crossing and the overall Ohio River Bridges Project;
- The State of Indiana has created a business environment that is attractive to private initiatives;

The Ohio River Bridges Project

The Ohio River Bridges Project is a construction, reconstruction and rehabilitation project that is vital in addressing cross-river transportation needs in the greater Louisville-Southern Indiana region. The Ohio River Bridges Project will provide two new bridges across the Ohio River, the East End Bridge and the Downtown Bridge, and connecting roadways. It involves three major components: (1) the construction of a new Ohio River bridge (carrying I-65), called the Downtown Bridge, immediately upstream of the existing Kennedy Bridge (also carrying I-65) as well as improved and expanded approach roadways in Kentucky and Indiana; (2) the modernization of the Kennedy Interchange in Kentucky; and (3) a new Ohio River bridge, called the East End Bridge, in the eastern portion of the LMPA, connecting I-265/KY 841 (Gene Snyder Freeway) in Kentucky with S.R. 265 (Lee Hamilton Highway) in Indiana, including approach roadways in Kentucky and Indiana. The Ohio River Bridges Project also features several multi-modal improvements to increase transportation choices for area residents, including enhanced bus service and pedestrian and bicycle trails and pathways. Finally, the Ohio River Bridges Project will involve tolling the I-65 bridges (existing Kennedy Bridge and new Downtown Bridge) and the new East End Bridge.

The East End Crossing

The East End Crossing involves the construction of the approximately 3.3 mile Gene Snyder Freeway (KY 841) approach to the East End Bridge on the Kentucky side in Eastern Jefferson County, including an approximately 2,000 foot long tunnel; the construction of an approximately 2,500 foot long 4-lane new East End Bridge (which can accommodate 6 lanes) located about 8 miles east of downtown Louisville and the construction of the approximately 4.1 mile Lee Hamilton Highway (SR 265) approach to the East End Bridge in Indiana. The East End Crossing will complete the I-265/KY 841/SR 265 corridor in the eastern portion of the greater Louisville metropolitan area. It is anticipated that the selected private-sector partner (“Developer”) will develop, design, build, finance, operate and maintain the East End Crossing through an availability payment concession, as more particularly described in this RFQ.

Key aspects of the design and construction of the East End Crossing include the following:

- **Section 4 -- The Kentucky Approach** - Four-lane reconstruction and extension of KY 841 from I-71 to the new Ohio River East End Bridge, two lanes in each direction, for a distance of approximately 3.3 miles. This includes an approximately 2,000-foot long tunnel beneath US 42 and the historic Drumanard Estate.
- **Section 5 -- East End Bridge** - Construction of an approximately 2,500 foot long 4-lane bridge (which can accommodate 6 lanes) over the Ohio River, with a 13-foot wide pathway on the southwesterly side of the bridge.
- **Section 6 -- The Indiana Approach** - Four-lane extension of SR 265 from SR 62 to the new Ohio River East End Bridge, two lanes in each direction, for a distance of approximately 4.1 miles.
- The Ohio River Bridges Project received a Record of Decision (“ROD”) from the Federal Highway Administration (FHWA) in 2003, and began development of final design plans in 2004. In 2011, Indiana and Kentucky determined that toll revenue would be required to help finance the Ohio River Bridges Project, and that cost savings measures were needed. A Supplemental Draft Environmental Impact Statement (SDEIS) was prepared that studied the impacts of tolling and a number of cost saving alternatives, and recommended the Modified Selected Alternative, which reduced the Ohio River Bridges Project cost by approximately \$1.5 billion, reducing the approximately \$4.1 billion overall project cost estimate down to approximately \$2.6 billion. The SDEIS public comment period has closed and the states are preparing the Supplemental Final Environmental Impact Statement

(SFEIS) which is expected to be published in March 2012, with the subsequent Revised ROD from the FHWA expected in May 2012.

- IFA and INDOT are currently advancing many of the key preconstruction environmental permits commensurate with the state of design development during the period leading to selection of and award to Developer.
- Developer will finance, design, construct, operate and maintain the East End Crossing, in return for periodic availability payments. Milestone and completion payments are also under consideration and, to the extent included, will be addressed in the RFP.

Descriptions of Sections 4-6 (each, a “Section”) set forth above are general in nature. A more expansive description is given below and more precise delineations of each Section shall be set forth in the RFP.

It is currently anticipated that:

(i) the Developer will be responsible for performing operations and maintenance (routine and capital/life cycle) for Section 5 of the East End Crossing and potentially for Section 6;

(ii) KYTC will be responsible for operations and maintenance of Section 4; and

(iii) the design, installation, operations, and maintenance of the toll collection system for the East End Crossing will not be included in the Developer’s scope of work.

The Procurement Process

This opportunity involves a two-step process: this RFQ followed by a Request for Proposals (“RFP”). IFA will evaluate the SOQs on a pass/fail basis and for responsiveness. Each responsive SOQ passing all of the pass/fail requirements will be evaluated and scored under the headings of Structure and Experience and Approach to Development.

IFA intends, but is not bound, to short-list three or four proposers (“Short-listed Proposer”) that will then be eligible to respond to the RFP. IFA will offer each unsuccessful Short-listed Proposer that submits a responsive proposal to the RFP a stipend in exchange for ownership of the proposal work product and the ideas created therein. IFA anticipates that the stipend amount will be \$2,500,000, with additional details about the stipend to be set forth in the RFP.

The current procurement schedule is as follows:

RFQ Schedule

Issue Request for Qualifications	March 9, 2012
Deadline for questions regarding the RFQ and any addenda issued before March 16, 2012	March 19, 2012 12 p.m. eastern time
Questions relating to any addendum issued after March 19, 2012	Three days after the addendum is issued (but no later than the SOQ Due Date)
SOQ Due Date	April 9, 2012 3:00 p.m. eastern time
Anticipated Announcement of Short-listed Proposers	April 23, 2012

Following short-listing, IFA currently anticipates the following procurement activities and schedule:

Circulate draft RFP to Short-listed Proposers	Early May 2012
Issue final RFP	Late July 2012
Proposals Due	Late October 2012
Award and execution of PPA	December 2012

PART A

BACKGROUND AND INSTRUCTIONS

1. INTRODUCTION

1.1. Overview of the Opportunity

IFA is pleased to present this RFQ to prospective entities or groups of entities (the “Proposers”) interested in submitting statements of qualifications (“SOQs”) to develop, build, finance, operate and maintain the East End Crossing through an availability payment concession pursuant to a public-private partnership agreement (“PPA”). The East End Crossing is comprised of three sections (Sections 4, 5 and 6) as more fully described in this Part A, Section 2.1.2 and shown in the figure below.



A general map of the East End Crossing can also be found at the following procurement website:

<http://www.in.gov/ifa/2750.htm> and <http://www.in.gov/ifa/2331.htm> (collectively, “Website”).

The East End Crossing

The East End Crossing involves the construction of the approximately 3.3 mile Gene Snyder Freeway (KY 841) approach to the East End Bridge in Eastern Jefferson County, Kentucky, including an approximately 2,000 foot long tunnel; the construction of an approximately 2,500 foot long 4-lane new East End Bridge (which can accommodate 6 lanes) located about 8 miles east of downtown Louisville and the construction of the approximately 4.1 mile Lee Hamilton Highway (SR 265) approach to the East End Bridge in Indiana. The East End Crossing will complete the I-265/KY 841/SR 265

corridor in the eastern portion of the greater Louisville metropolitan area. It is anticipated that the selected private-sector partner (“Developer”) will develop, design, build, finance, operate and maintain the East End Crossing through an availability payment concession, as more particularly described in this RFQ.

Key aspects of the design and construction of the East End Crossing include the following:

- **Section 4 -- The Kentucky Approach** - Four-lane reconstruction and extension of KY 841 from I-71 to the new Ohio River East End Bridge, two lanes in each direction, for a distance of approximately 3.3 miles. This includes reconstruction of the two-lane section of KY 841 between I-71 and US 42 to four lanes, an approximately 2,000-foot long tunnel beneath US 42 and the historic Drumanard Estate, with two tunnel bores, each carrying two lanes with shoulders, one for northbound, one for southbound, and then continuing with four-lanes continuing northwesterly across Harrods Creek, River Road and Transylvania Beach Road to the proposed East End Bridge.
- **Section 5 -- East End Bridge** - Construction of an approximately 2,500 foot long 4-lane bridge (which can accommodate 6 lanes) over the Ohio River with a 13-foot wide pathway on the southwesterly side of the bridge. The reference bridge design was selected by the Governors of Indiana and Kentucky in 2008 after a year-long Bridge Type Selection Process. The final design of the new bridge must be consistent with the environmental commitments set forth in the SEIS with respect to maximum tower heights and aesthetics and other design and construction requirements, which will be further described in the RFP.
- **Section 6 -- The Indiana Approach** - Four-lane extension of SR 265 from SR 62 to the new East End Bridge, two lanes in each direction, a distance of approximately 4.1 miles. This includes reconstruction of the SR 265/SR 62/Port Road interchange and construction of a full-diamond interchange at an extension of Old Salem Road.
- The Ohio River Bridges Project received a Record of Decision (“ROD”) from the Federal Highway Administration (FHWA) in 2003, and began development of final design plans in 2004. In 2011, Indiana and Kentucky determined that toll revenue would be required to help finance the Ohio River Bridges Project, and that cost savings measures were needed. A Supplemental Draft Environmental Impact Statement (SDEIS) was prepared that studied the impacts of tolling and a number of cost saving alternatives, and recommended the Modified Selected Alternative, which reduced the Ohio River Bridges

Project cost by approximately \$1.5 billion, reducing the approximately \$4.1 billion overall project cost estimate down to approximately \$2.6 billion. The SDEIS public comment period has closed and the states are preparing the Supplemental Final Environmental Impact Statement (SFEIS) which is expected to be published in March 2012, with the subsequent Revised ROD from the FHWA expected in May 2012.

- IFA and INDOT are currently advancing many of the key preconstruction environmental permits commensurate with the state of design development during the period leading to selection of and award to Developer.
- Developer will finance, design, construct, operate and maintain the East End Crossing, in return for periodic availability payments. Milestone and completion payments are also under consideration and, to the extent included, will be addressed in the RFP.

Descriptions of Sections 4-6 (each, a "Section") set forth above are general in nature. A more expansive description is given below and more precise delineations of each Section will be set forth in the RFP.

It is currently anticipated that:

(i) the Developer will be responsible for performing operations and maintenance (routine and capital/life cycle) for Section 5 of the East End Crossing and potentially for Section 6;

(ii) KYTC will be responsible for operations and maintenance of Section 4; and

(iii) the design, installation, operations, and maintenance of the toll collection system for the East End Crossing will not be included in the Developer's scope of work.

1.2. East End Crossing Goals

IFA and INDOT goals for the East End Crossing include (in no particular order of importance):

- Minimize the cost and funds required to design, construct, finance, operate and maintain the East End Crossing;
- Open the East End Crossing to revenue-generating traffic by mid-2017 or sooner;
- Improve cross river mobility and safety for the public travelling between Kentucky and Indiana and throughout the East End Crossing limits;

- Seek private sector innovation and efficiencies and encourage design solutions that respond to environmental concerns, permits, and commitments in the ROD;
- Provide a safe project for workers and the traveling public;
- Provide a high-quality, aesthetic, durable, and maintainable facility;
- Minimize disruptions to existing traffic, local businesses and communities;
- Provide proactive public relations, satisfy stakeholders and maintain public trust and integrity; and
- Meet Disadvantaged Business Enterprise (DBE) goals and provide On the Job Training (OJT) program opportunities.

1.3. **Certain Key Project Stakeholders**

IFA is the procuring entity for the East End Crossing, as part of the Ohio River Bridges Project. IFA's primary mission is to oversee State-related debt issuance and provide efficient, effective financing solutions to facilitate state, local government and business investments in Indiana. The Developer will enter into the PPA to develop, design, build, finance, operate and maintain the East End Crossing.

As the entity responsible for the planning and development of the transportation system in the State, INDOT will work closely with IFA to assist with the procurement of the East End Crossing and oversee the work of the Developer in the design, construction, operation and maintenance of the East End Crossing. INDOT's procurement role includes development of the technical specifications for the RFP and supporting the technical evaluation of the SOQs and Proposals. It is anticipated that a memorandum of understanding being developed between IFA and INDOT will further define the cooperative relationship between IFA and INDOT. Additional information regarding INDOT's role in the East End Crossing shall be set forth in the RFP.

KYTC is the procuring agency for the Downtown Crossing (which includes Sections 1-3 of the Ohio River Bridges Project), as part of the Ohio River Bridges Project. KYTC is responsible for overseeing the development and maintenance of a safe, efficient multi-modal transportation system throughout the Commonwealth. Due to the bi-state nature of the Ohio River Bridges Projects, the IFA, INDOT, KYTC and others are working closely in the development of the Ohio River Bridges Project and associated infrastructure.

Since the Ohio River Bridges Project links Indiana and Kentucky, it requires the cooperation and partnership of both states and the cities of Louisville and Jeffersonville. LASIBA is a collaborative effort between the states whose purpose is to assist with

development of the Ohio River Bridges Project. LASIBA is comprised of Indiana and Kentucky citizens from various professional backgrounds who have demonstrated leadership and community service. There are 14 members: seven appointed by the Indiana Governor, three appointed by the Kentucky Governor and four appointed by the Louisville Mayor.

The Ohio River Bridges Project is being supported by a Bi-State Management Team of agency officials from Indiana and Kentucky. Each state has a project manager specifically assigned to the Ohio River Bridges Project. FHWA is a non-voting member on the Bi-State Management Team. Beyond the collaboration of the two states and the cities of Louisville and Jeffersonville, there are many other project stakeholders, community organizations and business entities working towards the successful development of the Ohio River Bridges Project.

1.4. **Bi-State Agreement**

IFA and KYTC are in the process of negotiating the terms of a bi-state agreement (“Bi-State Agreement”) that will address the relationship of the State of Indiana, the Commonwealth of Kentucky, IFA and KYTC with respect to the Ohio River Bridges Project. The Bi-State Agreement will be generally consistent with the terms of a Memorandum of Understanding executed by Indiana Governor Mitch Daniels and Kentucky Governor Steve Beshear on March 5, 2012.

IFA anticipates that the Bi-State Agreement will address, among other things:

- Each party’s responsibility for procurement of the East End Crossing and the Downtown Crossing;
- The sharing of revenues generated by the Ohio River Bridges Project;
- Tolling policy for the Ohio River Bridges Project;
- Funding of the Ohio River Bridges Project and each party’s financial approach with respect to their respective elements;
- Each party’s financial responsibility for the Ohio River Bridges Project
- Operations and maintenance of the Ohio River Bridges Project after completion of construction; and
- Roles and responsibilities of each of the agencies with respect to the Ohio River Bridges Project

1.5. Overview of Process

IFA will use a two step process to select the successful Proposer. This RFQ represents the first step in the process. IFA will evaluate the SOQs received in response to this RFQ and intends, but is not bound, to short-list three or four Proposers responding to this RFQ (“Short-listed Proposers”) in accordance with the procedures and evaluation criteria described in this Part A, Section 6 of this RFQ and deliver the East End Crossing as an availability-payment concession through a PPA.

IFA intends to invite the Short-listed Proposers to submit proposals (“Proposals”) in response to an RFP and select one of the Short-listed Proposers in accordance with the criteria and procedures set forth in the RFP. It is anticipated that the selected Proposer will enter into a PPA with IFA and become IFA’s private partner for the East End Crossing and develop, design, build, finance, operate and maintain the East End Crossing in exchange for periodic availability payments. Milestones and completion payments are also under consideration and, to the extent included, will be addressed in the RFP.

2. DESCRIPTION OF THE EAST END CROSSING AND CERTAIN ELEMENTS OF DEVELOPER'S SCOPE OF WORK

2.1. East End Crossing Improvements

2.1.1. Overview

The East End Crossing is approximately 7.9 miles in length including an approximately 2,500 foot long 4-lane lane bridge (which can accommodate 6 lanes), an approximately 2,000 foot long tunnel, and approximately 7.4 miles of approaches (4.1 miles in Indiana and 3.3 miles in Kentucky) and associated facilities. The East End Crossing is comprised of three (3) individual sections (each a "Section") as described in Part A, Section 2.1.2(a) below and collectively has an estimated capital value of \$1.3 billion. Developer will develop, design, construct, finance, operate, and maintain the Sections as more particularly described herein.

The RFP will also provide further details concerning Developer's development, design, construction, financing, operations, maintenance and hand-back obligations.

2.1.2. East End Section Characteristics

The Project sections are described below.

(a) Section 4 -- The Kentucky Approach (reconstruction and widening of KY 841 from the I-265/I-71 interchange to U.S. 42, and extension of KY 841 from its current termination at U.S. 42 to East End Bridge)

- Approximate length: 3.3 miles.
- Design designation: Urban Principal Arterial Freeway with Design Speed of 70 mph.
- Roadway type: 4-lane limited access roadway with shoulders, designed to allow future use as 6-lane without physical widening.
- An approximately 2,000 foot tunnel under U.S. 42 and the historic Drumanard Estate
- A redesigned partial interchange at U.S. 42 that retains current access allowing traffic to enter and exit KY 841 only in the direction of I-71
- Utilities: 60" Waterline, Power Transmission Lines, various other public and private utilities.

(b) Section 5 -- East End Bridge

- Approximate Length: 2,500 feet.
- Design designation: Urban Principal Arterial Freeway with Design Speed of 70 mph.
- Roadway type: 4-lane limited access roadway with shoulders, designed to allow future use as 6-lane without physical widening.
- Utilities: No material utilities.

(c) Section 6 -- The Indiana Approach

- Approximate length: 4.1 miles.
- Design designation: Urban Principal Arterial Freeway with Design Speed of 70 mph.
- Roadway type: 4-lane limited access roadway with shoulders.
- Utilities: 24" waterline, other various public and private utilities.

Descriptions of Sections 4-6 set forth above are general in nature and more precise delineations of each Section shall be set forth in the RFP.

2.1.3. Relationship of Project to Other Elements of Ohio Rivers Bridge Project

The East End Crossing is an element of the Ohio River Bridge Project. In addition to the East End Crossing, the Ohio River Bridges Project includes the following (collectively, the "Downtown Crossing"):

- Kennedy Interchange – The Kennedy Interchange is the convergence of Interstates 64, 65, and 71 in downtown Louisville, known as "Spaghetti Junction." The Downtown Crossing will reconfigure and rebuild the Kennedy Interchange in its existing location, which will eliminate the tight weave patterns between the merge and diverge points of the interchange ramps and will reconstruct all of the existing bridges within the interchange.
- Second Downtown Bridge – The Downtown Crossing will add a second span that will carry northbound traffic on I-65 and will span the Ohio River immediately upstream, or east, of the existing Kennedy Bridge. The existing Kennedy Bridge will be renovated to serve as a six-lane southbound bridge for I-65.

- Changes to the I-65 approaches in Indiana will include realignment and widening of I-65 to connect with the new northbound Downtown Bridge and the reconfigured Kennedy Bridge for southbound I-65. Improvements will include a new connection to the Clark Memorial Bridge (US 31), and improvements at the Court Avenue, 10th Street and Stansifer Avenue interchanges.

KYTC, in cooperation with IFA and INDOT, is responsible for development of the Downtown Crossing (which includes Sections 1-3 of the Ohio River Bridges Project) and, on March 1, 2012, initiated a design-build procurement for the design and construction thereof. While the Downtown Crossing is not part of this procurement, KYTC's procurement plan for the Downtown Crossing is in parallel with the East End Crossing, and it is likely that design and construction activities will overlap in time. While the geographic boundaries of the two elements of the Ohio River Bridges Project are separated by a distance of 8-miles, there are certain aspects of either element that may require coordination between the Developer and KYTC's design-builder.

The environmental approvals and certain elements of the financing of the Project also have a relationship to the Downtown Crossing and the Ohio River Bridges Project as a whole. See this [Part A, Section 2.2](#) and [Part A, Section 2.6](#) for additional information.

2.2. Project Environmental Status and Other Issues

A record of decision ("ROD") was obtained for the Ohio River Bridges Project in 2003, covering both the Project and the Downtown Crossing. A supplemental environmental impact statement ("SEIS") is in the process of being developed to analyze, among other things, changes in design of the Ohio River Bridges Project, including the East End Crossing, since the original ROD and the inclusion of tolling. It is anticipated that the SEIS will be submitted in March 2012 and that a new ROD for covering the East End Crossing and the other elements of the Ohio River Bridges Project will be received in May 2012.

It is important for Proposers to note, at this time, that the proposed East End Crossing remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. Additional alternatives, including a no-build alternative, are always considered in the environmental process, and it is possible that the Project scope may need to be modified as part of the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ is intended to modify, limit, or otherwise constrain the environmental process or commit IFA or any other entity to undertake any action with respect to the East End Crossing, including any procurement or the final design and construction of the proposed East End Crossing.

In addition, Proposers should be aware that a lawsuit challenging the 2003 ROD was filed in the U.S. district court in Louisville, Kentucky, in September 2009, and remains pending. (National Trust for Historic Preservation v. Federal Highway Administration, Case 3:10-cv-00007-JGH-DW). Proceedings in that lawsuit have been stayed pending

the outcome of the ongoing SEIS process. It is possible that the completion of the SEIS will resolve the issues raised in the lawsuit. It also is possible that new or additional claims will be filed following completion of the SEIS. By law, any new claims challenging the SEIS would have to be filed within 180 days after FHWA publishes a notice in the Federal Register announcing the issuance of the new ROD approving the SEIS.

2.2.1. Environmental and Permitting Status

IFA and INDOT are initiating discussions with resource agencies concerning key environmental permits consistent with the stage of development of the East End Crossing. Some of those resource agencies include the U.S. Army Corps of Engineers, the U.S. Coast Guard, the Indiana Department of Natural Resources, the Indiana Department of Environmental Management, Kentucky Division of Water, Louisville Metro Stormwater District, Kentucky Division of Waste Management, Kentucky Airport Zoning Administration, the Kentucky Natural Resources and Environmental Protection Cabinet and the Federal Aviation Administration.

2.2.2. Developer Permitting

Upon award, Developer will generally be responsible for continuing to advance and secure pending permits. Developer will be responsible for identifying and securing all necessary regulatory, environmental and building permits to develop, design, construct, finance, operate and maintain the East End Crossing within Developer's scope of work. Developer also will be responsible for securing any environmental permit and permit modifications necessary for its design. Developer's responsibility will include compliance with all NEPA commitments for mitigation and monitoring as set forth in the NEPA documents. Except as otherwise required by law, it is anticipated that INDOT will be the permittee and will support the Developer in coordination with environmental regulatory and permitting agencies.

INDOT currently intends to prepare and submit applications for certain permits and may receive conditional permits prior to receipt of Proposals. Such permits may include:

- Construction In Floodway
- Section 401 Water Quality Certification Permit
- Section 404 Permit
- Section 9 Bridge Permit
- Section 10 Bridge Permit
- Aviation Lighting Permit - for crane

- Aviation Lighting - for bridge
- Tall Structure Permit - for crane
- Tall Structure Permit - for bridge

The Developer will be responsible for complying with all permit conditions included in the any conditional permits received, and will be responsible for finalizing the permit applications based on its proposed design and obtaining final permits from the permitting agencies, including taking responsibility for any changes in permits and permit conditions arising out of the Developer's design. The Developer will also be responsible for preparing permit applications and obtaining all other permits required for the East End Crossing, which may include, without limitation:

- Indiana IC 14-29-1 Navigable Waterways Act
- Floodplain Construction Permit
- National Pollution Discharge Elimination System – KY & IN
- Ground Water Protection Plan
- Risk Management Plan (HAZMAT/Contamination)

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

2.2.3. ROW Acquisition

INDOT and KYTC will undertake, at their expense, all right of way acquisition necessary for the East End Crossing. IFA anticipates that much of such right of way will be acquired prior to award of the PPA. To the extent that right of way has not been acquired prior to award, it is currently anticipated that the PPA will include a schedule that will set forth when specific parcels will be available to the Developer.

2.2.4. Geotechnical Investigation

INDOT and KYTC have performed certain historical geotechnical investigation work regarding the Project and such information is available to Proposers as part of the Project Documents. IFA does not anticipate that Proposers will need to conduct any geotechnical investigation in order to respond to this RFQ. To the extent that any Short-Listed Proposer desires additional information, however, such Proposer will need to coordinate with IFA and INDOT prior to conducting any investigation (i.e. permitting, traffic control, notification etc.).

2.2.5. Utility Investigation

INDOT and KYTC have certain historical utility information work regarding the Project and will make such information available to Short-listed Proposers. IFA does not anticipate that Proposers will need to conduct any utility investigations in order to respond to this RFQ. Short-listed Proposers may, during the draft RFP process, be asked to provide input on what, if any, additional utility investigation information will be collected. IFA and INDOT may decide to perform additional utility investigation based on the input IFA receives from Short-listed Proposers during the draft RFP process. In addition, IFA and INDOT intend to initiate coordination with affected utilities, but, after award, Developer will be responsible for coordination with utility owners, obtaining utility agreements and compliance with such utility agreements. Developer will be responsible for performing or causing necessary utility relocations/adjustments to be performed in accordance with applicable standards and laws and for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs.

2.2.6. Hazardous Materials Investigation

INDOT and KYTC have certain hazardous materials information work regarding the Project and will make such information available to Short-listed Proposers. At this time, no material hazardous materials issues have been identified in the East End Crossing footprint. IFA does not anticipate that Proposers will need to conduct any hazardous material investigation in order to respond to this RFQ. Short-listed Proposers may, during the draft RFP process, be asked to provide input on what, if any, additional hazardous materials investigation information will be collected. IFA and INDOT may decide to perform additional hazardous material investigation based on the input it receives from Short-listed Proposers during the draft RFP process.

2.2.7. Railroad Coordination

Developer will be responsible for all coordination with railroads, including design reviews. The PPA is expected to require Developer to be responsible for causing the necessary railroad work or protection to be performed in accordance with applicable standards and laws and for the costs associated with the railroad work or protection, except to the extent the railroad is legally responsible for such costs.

2.2.8. Coordination with Governmental Agencies and Other Key Stakeholders

The Project will necessitate coordination with governmental agencies and other key stakeholders within both Kentucky and Indiana that may include, but not be limited to, KYTC, LASIBA, the City of Louisville, KY, the City of Jeffersonville, IN, the City of Prospect, KY, the Town of Utica, IN, Clark County, IN, FHWA and the U.S. Coast Guard. It is anticipated that Developer will play an active role in coordinating with all relevant government agencies and stakeholders, with IFA and INDOT providing

assistance and cooperation in such efforts. The RFP will set forth the parties' respective obligations for coordination with other governmental agencies and stakeholders.

2.2.9. Other Due Diligence Activities

IFA is assessing what, if any, additional site and due diligence information beyond that which is specified in this Part A, Section 2.2 will be provided. The Short-listed Proposers may, during the draft RFP process, be asked to provide input on this topic.

2.3. Toll Collection System Development and Operations and Maintenance

It is anticipated that the design, installation, and integration of the toll collection system for the East End Crossing, as well as toll collection system operations and maintenance (including back-office functions), will not be included in Developer's scope of work and that IFA and KYTC, LASIBA or a new bi-state board or authority will contract separately with a toll integrator and operator for such services. Developer will be required to install certain toll system support equipment and coordinate its design and construction work with the work of such toll integrator. The East End Crossing will be tolled through a 100% electronic tolling (including video) toll plaza-free open road system requiring no reduction in speed. The RFP will set forth the Developer's responsibilities with respect to installation of toll system support equipment and coordination responsibilities.

2.4. Design and Construction Standards

It is anticipated that the PPA will require Developer, upon receiving a notice to proceed from IFA, to assume substantially all design and construction obligations from IFA arising from and after execution of the PPA and cause the East End Crossing to be designed and constructed to standards and specifications designated in the PPA. Additional details regarding coordination requirements, existing contractors and adjacent projects, if any, will be set forth in the RFP.

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

2.5. Operations and Maintenance; Design-Build Contractor Warranty and Parent Guaranty

Developer will be responsible for performing operations and maintenance (routine and capital/life cycle) for Section 5 of the Project and potentially for Section 6. With respect to Section 4, it is currently anticipated that, after final acceptance of Section 4, KYTC shall assume operations and maintenance responsibilities. Similarly, if Section 6 is not included in the Developer's operations and maintenance responsibilities, after final acceptance of Section 6, INDOT shall assume operations and maintenance responsibilities. In the case of Section 4 and, potentially, Section 6 (if not included in the Developer's operations and maintenance responsibilities), the Developer's design-builder may be required to provide a warranty of the design and construction work for a period specified in the PPA and parent guaranties and warranty bonds from the design-build contractor may be required to support the design-builder's obligations with respect to such warranties and work relating to such Sections. Additional details regarding the Developer's operations and maintenance responsibilities, as well as the obligations of the design-build contractor with respect to Section 4 and Section 6 shall be set forth in the RFP.

2.6. Project Financing

2.6.1. General; TIFIA and PABs

Developer will be responsible for financing the East End Crossing; provided, however, that IFA expects to pursue the potential allocation of federal assistance programs, including the U.S. Highway Trust Fund, TIFIA credit assistance and the issuance of private activity bonds ("PABs"), should Developer wish to pursue such financing sources.

The Transportation Infrastructure Finance and Innovation ("TIFIA") Program and private activity bonds issued pursuant to Section 11143 of Title XI of SAFETEA-LU, which amended Section 142(a) of the Internal Revenue Code ("PABs"), are potential sources of financing for Developer and are subject to federal requirements and availability. Section 11143 of Title XI of SAFETEA-LU amended Section 142(a) of the Internal Revenue Code to add highway and freight transfer facilities to the types of privately developed and operated projects for which private activity bonds may be issued. This change allows private activity on these types of projects while maintaining the tax exempt status of the bonds.

IFA and KYTC submitted a preapplication for TIGER TIFIA financing on February 20, 2012 with respect to the TIGER program and intends to submit a letter of interest and application on March 19, 2012. In addition, in December 2011, IFA and KYTC submitted a letter of interest for TIFIA financing under the Notice of Funding Availability for the Department of Transportation's National Infrastructure Investments Under the Full-Year Continuing Appropriations, FY 2012.

If FHWA approves one or more TIFIA applications, the successful Proposer, at its own risk, will be solely responsible for entering into a TIFIA credit agreement and satisfaction of USDOT requirements in connection therewith. This may include, among other things, obtaining an investment grade rating of debt senior to TIFIA and a credit opinion regarding the risks associated with the repayment of the TIFIA loan.

In addition to potential TIFIA credit assistance, IFA may apply for a PABs allocation for potential use by a Proposer in its plan of finance. If successful in its application, IFA expects the allocation to remain available throughout the procurement process and until financial close.

Use of TIFIA and PABs, if available, in a Proposer's plan of finance is optional and entirely at the Proposer's discretion. Further information regarding the process for obtaining a TIFIA commitment and a PABs allocation will be provided to Short-listed Proposers.

2.6.2. Public Funding

It is currently anticipated that INDOT shall contribute to IFA an annual amount, commencing with fiscal year 2013, of approximately \$54 million in funds in support of the East End Crossing for a period of 8 years. In addition, to the extent that IFA's share of toll revenues from the Ohio River Bridges Project is not sufficient to fund the availability payments payable to the Developer, any shortfalls will be funded from use payments made by INDOT to IFA under the use agreement described in this Part A, Section 2.6.3 below. All of the foregoing funds from INDOT are subject to legislative appropriation by the State of Indiana.

To the extent that payments under the PPA come from State or federal funds (as opposed to Ohio River Bridges Project revenues, revenue bond proceeds, loans, etc.), Proposers should be aware that such state and federal funds shall be subject to legislative appropriation by the State of Indiana.

2.6.3. Availability Payment Structure

The PPA will be an availability payment concession. It is intended to include the following features:

- IFA and KYTC will retain the right to toll revenues and will each receive 50% of the aggregate gross toll revenues.
- IFA will have a use agreement with INDOT which provides that INDOT will pay for the use from an appropriation to be requested for each Biennial fiscal period in an amount equal to the Availability Payments for such period; however, IFA will credit Toll Revenues received against INDOT's payment. An appropriation request does not create an

obligation of the Indiana General Assembly to make such appropriation.

- IFA may determine to pay Developer one or more milestone payments upon Developer's achievement of specific milestones pertaining to construction of the East End Crossing, such as substantial completion. The amount of the milestone payments, the timing and manner of payment, and the relationship of such payments with Developer's financing is not yet determined but, to the extent applicable, will be set forth in the RFP.
- IFA will undertake the obligation to pay Developer availability payments according to the agreed schedule for a period expected to be 30-40 years after substantial completion and opening of the East End Crossing to traffic and under the terms and conditions specified by IFA in the PPA.
- The availability payments will be subject to reduction according to objective criteria and a formula for impermissible closures of portions of the East End Crossing that are operated and maintained by the Developer or for failure to meet specific performance requirements and standards. These will include performance requirements and standards regarding operations and maintenance.

3. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP

3.1. Overview/Availability Payment P3 Agreement

IFA intends to enter into a PPA for the development, design, construction, finance, operation and maintenance of the East End Crossing. IFA intends that the form of the PPA will be an availability payment concession. IFA currently anticipates that the PPA will, amongst other things:

(a) obligate Developer to:

(i) design and construct the East End Crossing, excluding installation and integration of the toll collection system,

(ii) invest and provide East End Crossing financing;

(iii) operate and maintain Section 5 of the East End Crossing and potentially Section 6, excluding operation and maintenance of the toll collection system (including back office operations); and

(iv) provide a warranty (through the design-build contractor) of the design and construction work for Section 4 of the East End Crossing and potentially Section 6; and

(b) set forth Developer's right to receive availability payments according to the agreed schedule for a period of 30-40 years under the terms and conditions specified by IFA in the PPA.

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

3.2. Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the East End Crossing and the plan of finance for the East End Crossing will remain eligible for federal-aid funds. Accordingly, the procurement documents and PPA will conform to requirements of applicable federal law and FHWA regulations, including Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (EEO) and Title 49 Code of Federal Regulations Part 26, as amended, regarding Disadvantaged Business Enterprises (DBEs). IFA reserves the right to modify the procurement process described herein to address any concerns, conditions or requirements of FHWA. Proposers shall be notified of any such modifications as provided in this Part A, Section 4.6. The East End Crossing meets the federal definition of a major project requiring a major project review.

3.3. DBE Requirements and Equal Employment Opportunity Requirements

As the East End Crossing will use federal funds IFA is required to apply the Disadvantaged Business Enterprises (“DBEs”) program requirements to all projects receiving federal dollars, including the East End Crossing. Where opportunities exist, IFA is required to make opportunities available to minority and women-owned firms, including certified DBE firms. Opportunities may include consultant and construction subcontracts as well as other service providers. IFA must apply the program on federal-aid projects as set forth in 49 CFR Parts 23 and 26 as well as the federal contractual requirements set forth in FHWA Form 1273.

In responding to this RFQ, a Proposer need not include team members to satisfy DBE goals. Information regarding these requirements and any DBE goals will be included in the RFP. It is currently anticipated that each Short-listed Proposer will, as part of its Proposal, list any DBEs on its team as of the Proposal due date, as well as provide a DBE performance plan on how it intends to meet the DBE goals during the design and construction of the East End Crossing. Additional creative efforts to expand inclusion of other disadvantaged, minority, and women-owned firms and workers shall be encouraged.

3.4. Performance Security, Insurance and Indemnity

IFA anticipates that the PPA will require Developer and/or its lead contractor to provide payment and performance security in connection with the construction work and insurance coverage, and to indemnify, defend and hold IFA, INDOT, LASIBA and KYTC harmless against third party and other claims as specified in the PPA. Specific requirements for the performance security (including the acceptable form and amounts thereof), insurance and indemnification will be set forth in the RFP and the PPA. IFA will not have provide a general indemnification to Developer.

4. DESCRIPTION OF PROCUREMENT PROCESS

4.1. Statutory Authority

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

4.2. Overall Process

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

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

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

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

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

If IFA receives a PABs allocation from the USDOT for the East End Crossing, the RFP will include the opportunity to use USDOT’s allocation of PABs.

If the application by IFA and KYTC for the TIFIA program is successful, the RFP may include FHWA’s conditional commitment, to the extent complete and available, to provide TIFIA credit assistance for the East End Crossing.

To assist IFA in the preparation of the financial terms for TIFIA credit assistance, IFA may solicit additional information from Short-listed Proposers. See this [Part A, Section 2.6](#) for more information about TIFIA and PABs.

Use of any PABs allocation or any TIFIA credit facility by a Short-listed Proposer in its Proposal or plan of finance will be optional and entirely within the discretion of the Short-listed Proposer.

Following receipt and evaluation of Proposals, IFA may select a Short-listed Proposer ("Preferred Proposer"), based on the evaluation criteria set forth in the RFP, to negotiate and finalize the PPA for award and execution. After the Preferred Proposer is selected, IFA shall schedule a public hearing to discuss the Preferred Proposer and the terms of the PPA. Prior to the hearing, IFA will also publish on its web-site and in newspapers (i) notice of the meeting, (ii) identity of the Preferred Proposer, (iii) terms of the PPA, (iv) explanation of the criteria used to select the Preferred Proposer and (v) a draft of the PPA. After the public hearing, IFA shall submit its recommendation to the Governor and State Budget Committee who have up to 90 days to review the PPA. If the Governor accepts IFA's recommendation of the Preferred Proposer, the PPA can be executed.

IFA currently contemplates that a best value evaluation process will be utilized to evaluate Proposals. The RFP shall set forth IFA's rights and remedies if IFA is unable to finalize the terms and conditions of the PPA with the Preferred Proposer, the Preferred Proposer elects not to execute the PPA or any other condition to execution of the PPA with the Preferred Proposer is not satisfied, which may include, without limitation, that IFA may select the next highest rated Short-listed Proposer(s) in succession to finalize the PPA for award and execution. Alternatively, IFA may, at any time, terminate the procurement. IFA further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

4.3. Payment for Work Product

IFA will offer to pay a stipend for work product in the amount of \$2,500,000 to each unsuccessful Short-listed Proposer that submits a Proposal that is responsive to the RFP.

Payment shall be provided in return for the transfer and assignment to IFA of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Short-listed Proposer's Proposal, and IFA reserves the right to use such property, ideas, techniques and approaches in connection with a PPA awarded for the East End Crossing, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-listed Proposer. The payment for work product shall be paid to eligible Short-listed Proposers within 90 days after the award and execution of the PPA or the decision not to award. Short-listed Proposers eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Specific provisions regarding payment of the stipulated amount shall be included in the RFP.

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

4.4. Procurement Schedule

IFA anticipates carrying out the first phase of the procurement process contemplated hereby in accordance with the following schedule:

Table 4.1 – RFQ Schedule

Issue Request for Qualifications	March 9, 2012
Deadline for questions regarding the RFQ and any addenda issued before March 16, 2012	March 19, 2012 12 p.m. eastern time
Questions relating to any addendum issued after March 16, 2012	Three days after the addendum is issued (but no later than the SOQ Due Date)
SOQ Due Date	April 9, 2012 3:00 p.m. eastern time
Anticipated Announcement of Short-listed Proposers	April 23, 2012

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

Following short-listing, IFA currently anticipates the following procurement activities and schedule:

Circulate draft RFP to Short-listed Proposers	Early May 2012
Issue final RFP	Late July 2012
Proposals Due	Late October 2012
Award and execution of PPA	December 2012

4.5. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, Proposers must submit all questions and requests for clarification in writing to the RFQ Procurement Contact as follows:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Sarah Rubin
Telephone: (317) 234-7701
Fax: (317) 232-6786
Email: rfq@if.a.in.gov

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

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) identify the relevant section number and page number or, if it is a general question, indicate so; and (iv) not identify the Proposer's identity in the body of the question.

IFA will provide responses to Proposer clarification requests within a reasonable time following receipt, subject to the deadlines set forth in this Part A, Section 4.4. IFA will post responses to those questions of general application and requests for clarifications which IFA deems to be material and not adequately addressed in previously provided documents on the Website.

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

The questions and IFA's responses will be in writing and will be posted to all Proposers, except that IFA intends to respond individually to those questions identified by a Proposer and deemed by IFA as containing confidential or proprietary information relating to Proposer's SOQ. IFA reserves the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, IFA will inform Proposers and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if IFA determines that it is appropriate to provide a general response, IFA will modify the question to remove information that IFA determines is confidential. IFA may rephrase questions as it deems appropriate and may consolidate similar questions. IFA may also create and answer questions independent of the Proposers. IFA contemplates issuing multiple sets of responses at different times during the procurement process. Except for responses to questions relating to addenda, the last set of responses will be issued no later than the date specified in this Part A, Section 4.4.

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

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

4.6. Project Documents

IFA has assembled certain documents relating to the East End Crossing (the “Project Documents”) which are available to Proposers. The Project Documents may be accessed at the Website. It is anticipated that additional Project Documents will be made available to Short-listed Proposers. For purposes of this RFQ, no representation or warranty is made as to the completeness of the list of available documents on the websites or the accuracy, utility, completeness or relevance of any document contained thereon.

5. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

5.1. General

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

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

5.2. Format

Each responding Proposer shall submit one original and 20 copies (for a total of 21) of its SOQ. The original SOQ and each copy shall consist of three volumes, each volume in a loose-leaf three ring binder, the original and each copy contained in sealed containers. The original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 20 on its face and spine (and the copies containing financial information shall be specifically marked "Financial Information"). The Proposer's name and volume number shall be clearly marked on the spine. In addition to the hard copy SOQ submittal, each responding Proposer shall submit an electronic copy of the SOQ in searchable and printable pdf format.

Submittals must be prepared on 8-1/2" x 11" sized white paper. Volume 1 (as described in Part B) shall have all pages sequentially numbered and not exceed 60 pages. The following do not count toward the 60 pages and need not be sequentially numbered:

- **Form A** and any letters required to be appended to **Form A**;
- the Confidential Contents Index;
- the Executive Summary;
- the disclosures provided in response to Part B, Volume 1, Sections 1.10.2 and 1.10.3 (which should be provided in an appendix to Volume 1);
- the disclosures provided in response to Part B, Volume 1, Section 1.11; and
- teaming agreements and summaries of teaming agreement key terms.

Sequential numbering shall also be required in Volume 3, but not in Volume 2. Double-sided printing is encouraged. Each printed side shall be considered one page. The font size in Volume 1 shall be no smaller than twelve-point, provided the font in organizational charts, graphics and tables in Volume 1 (including **Form D**, **Form E** and **Form F**) may be ten-point provided that the organizational charts, graphics and tables are legible. Except for resume page limits, Volumes 2 and 3 (as described in Part B) do

not have page limitation or type font size requirements. 11" x 17" pages are allowed (and shall be included in the page count if contained in Volume 1) for **Form D**, **Form E**, **Form F**, schematics, organizational charts, other drawings or schedules, but not for narrative text. Printed lines may be single-spaced.

Standard corporate brochures, awards, licenses and marketing materials shall not be included in a SOQ.

5.3. Contents and Organization

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

5.4. SOQ Submittal Requirements

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

Request for Qualifications
Response to the Request for Qualifications to
Design, Build, Finance, Operate and Maintain the East End Crossing
through a Public-Private Partnership Agreement

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

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Sarah Rubin
Telephone: (317) 234-7701
Fax: (317) 232-6786
Email Address: rfq@ifa.in.gov

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

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

SOQs must be submitted by 3:00 p.m. eastern time on the SOQ Due Date specified in this Part A, Section 4.4. Any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by IFA during normal business hours up to the SOQ Due Date and time specified.

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

6. EVALUATION PROCESS AND CRITERIA

6.1. Responsiveness

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

6.2. Pass/Fail Review

Following or in conjunction with evaluation of each SOQ for responsiveness, IFA will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under this Part A, Section 6.3.

(a) The Proposal contains an original executed transmittal letter as required in Part B, Volume 1, General.

(b) The Proposer or lead contractor is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$250 million from a surety licensed in the State of Indiana and rated in the top two categories by two nationally recognized rating agencies or at least A-: VIII or better according to A.M. Best’s Financial Strength Rating and Financial Size and (ii) either (A) a performance bond or bonds in the aggregate amount of \$250 million from a surety licensed in the State of Indiana and rated in the top two categories by two nationally recognized rating agencies or at least A-: VIII or better according to A.M. Best’s Financial Strength Rating and Financial Size or (B) a letter or letters of credit in the aggregate amount of \$250 million from a bank or financial institution having long-term, unsecured debt ratings of not less than “A-/A3” from one of the major national rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group).

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

(d) The Proposer, equity owners and lead contractor (and if the lead contractor is a joint venture or other multi-party entity, all members of the lead contractor) have the financial capability to carry out the East End Crossing responsibilities potentially allocated to it as demonstrated by the materials provided in Volume 2 and Volume 3, Section B of the SOQ. The evaluation will take into account

the following considerations both currently as well as over the last three years, as appropriate:

- Profitability
- Capital structure
- Ability to service existing debt
- Ability to invest equity
- Other commitments and contingencies

(e) The Proposer team has the development, design, construction, operations, and maintenance capabilities and capacity to carry out the East End Crossing responsibilities potentially allocated to in the PPA.

(f) The information disclosed in **Form C** and/or in response to Part B, Volume 1, Section 1.10 does not, in IFA's determination, materially adversely affect the Proposer's ability to carry out the East End Crossing responsibilities potentially allocated to it.

(g) The Proposer makes the express, written commitments as required in Part B, Volume 3, Section C.

6.3. Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the "pass/fail" requirements set forth above will be evaluated and scored according to the criteria set forth below. The order in which the evaluation criteria appear within each category (i.e., Proposer structure and experience and approach to development) is not an indication of weighting or importance.

6.3.1. Proposer Structure and Experience (80 Points Maximum)

The structure of the Proposer team and the background and experience of the Proposer, individual team members, and key personnel with developing, designing, constructing, financing, operating and maintaining comparable projects, and their specific experience with availability payment concessions will be evaluated in accordance with the following criteria:

(a) The extent and depth of the experience of the Proposer and its individual team members with comparable projects, project delivery methods, and responsibilities as are anticipated to be within Developer's scope of work;

(b) The stability, strength and likelihood of success of the proposed management structure and team;

(c) The extent and depth of experience of the management team and key personnel listed as required by Part B, Volume 3, Section C with comparable projects, project delivery methods and personnel roles as are anticipated to be within Developer's scope of work; and

(d) The extent, depth and success of the Proposer, its individual team members, the management team and key personnel listed as required in Part B, Volume 3, Section C in working together.

Project information and personnel references, as well as the information provided in response to Part B, Volume 1, Sections 1.10, 1.10.1, 1.10.2 and 1.10.3 and Part B, Volume 3, Section A, will be used, as deemed appropriate by IFA, to assist in the evaluation of Proposer structure and experience category.

6.3.2. Approach to Development (20 Points Maximum)

The Proposer's approach to development (as referenced in Part B, Volume 1, Section 2) will be evaluated in accordance with the following criteria:

(a) The extent to which the approach to development of the East End Crossing demonstrates:

- An understanding of and a sound approach to activities to be undertaken with respect to the development, design, and construction of the East End Crossing;
- An understanding of the East End Crossing-specific risks associated with the development, design, and construction of the East End Crossing; and
- The ability to provide sufficient materials, equipment and qualified personnel to undertake Developer's anticipated obligations for the East End Crossing.

(b) The extent to which the Proposer demonstrates an understanding of and sound approach to the operations, maintenance, and total life cycle costing of the East End Crossing, including East End Crossing-specific risks associated with operations, maintenance, and total life cycle costing of the East End Crossing;

(c) The extent to which the Proposer demonstrates a focus and commitment to quality and efficient and effective oversight;

(d) The extent to which the Proposer discusses and addresses a reasonable approach to financing projects of a scope and nature similar to the East End Crossing, including East End Crossing-specific risks associated with financing of the East End Crossing; and

(e) The efficiency and effectiveness of the Proposer's general approach to integrating IFA and INDOT into project development and in structuring the roles and relationships of IFA/INDOT/Proposer/third parties.

6.4. SOQ Evaluation Procedure

IFA anticipates forming one or more committees to review and evaluate the SOQs in accordance with the above criteria. At various times during the deliberations, IFA may request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the discretion of IFA. IFA may also schedule interviews with one or more Proposers on a one-on-one basis, for the purpose of enhancing IFA's understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs. IFA may contact firm and personnel references supplied by the Proposer as well as other potential references not listed.

At the conclusion of this process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of SOQs are subject to the sole discretion of IFA and its staff, with assistance from such professional and other advisors as IFA may designate. It is anticipated that INDOT personnel will also serve as evaluators and play a substantive role during the evaluation. IFA will make the final determinations of the Short-listed Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the East End Crossing and the State of Indiana.

6.5. Changes in the Approach to the East End Crossing

IFA understands that as Proposers and IFA continue their individual and collective efforts to analyze and develop optimal development and financing plans for the East End Crossing, it is likely that the approaches to development will change and evolve. IFA wishes to encourage that evolution and continued focus by Proposers on the best transportation solutions for the East End Crossing. Accordingly, it is IFA's intention to use the approach to the East End Crossing only for purposes of evaluating the SOQs. Proposers may modify, alter and enhance their respective approaches to financing, development, design, construction, operations and maintenance in conjunction with their Proposals, subject to compliance with the requirements of the RFP. Proposers may not, however, change their approach to the East End Crossing in a way that renders the SOQ a misrepresentation of the Proposer's intentions and capabilities.

6.6. Changes in Proposer Organization

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

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

(b) Deletion or substitution of personnel identified in Volume 3, Section C of its SOQ or a change in the role or position of such personnel;

(c) Deletion or substitution of an equity owner of a Short-listed Proposer, a guarantor of Short-listed Proposer or any other entity that will bear financial responsibility or liability for the performance of the Short-listed Proposer; and

(d) Other changes, direct or indirect, in the equity ownership of a Short-listed Proposer (excluding changes resulting from public trading of stock).

6.7. RFP Procedure and Evaluation

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

7. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Improper Communications and Contacts

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

The specific rules of contact are as follows:

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

(B) IFA shall be the sole contact for purposes of this procurement, the RFQ and the RFP. The Proposers shall correspond with IFA regarding the RFQ and RFP only through designated representatives (which initially shall be the RFQ Procurement Contact identified in this Part A, Section 4.5);

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

- Any member of the IFA; and
- Any IFA staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 7.3),

except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the Public Finance Director of IFA, in her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, the PPA or the procurement or limit participation in public meetings or any public or Proposer workshop

related to this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of IFA.

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

- INDOT;
- KYTC;
- LASIBA;
- City of Louisville, KY;
- City of Jeffersonville, IN;
- City of Prospect, KY;
- Town of Utica, IN;
- Clark County, IN;
- USDOT TIFIA Joint Program Office;
- USDOT Tolling and Pricing Team;
- USDOT Secretary's Office;
- USDOT Innovative Program Office;
- FHWA;
- Environmental, regulatory and permitting agencies; and
- Utilities.

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

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

(F) Any official information regarding the East End Crossing will be disseminated from IFA's office on agency letterhead. Any official correspondence will be in writing and signed by either the RFQ Procurement Contact;

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

(H) Without limiting the generality of the foregoing, Proposers shall not contact any FHWA project or program office, or any representative or consultant of FHWA regarding the TIFIA application process, credit decisions, form of term sheet, form of credit agreement, other matter relating to IFA's application for TIFIA credit assistance for the East End Crossing, any requests for a PABs allocation for the East End Crossing, any SEP-15 or other applications that may be submitted to FHWA or USDOT.

7.2. Public Records Act

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

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

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

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the submitting party, IFA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that IFA reserves the right, in its sole discretion, to intervene or participate in

the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by IFA in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Proposer objecting to disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

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

7.3. Organizational Conflicts of Interest

Any person or firm under contract with IFA, INDOT or KYTC to prepare procurement documents for the East End Crossing or the Downtown Crossing will not be allowed to participate in any capacity on a Proposer team. Any person or firm previously under contract, with IFA, INDOT or KYTC to prepare preliminary plans, planning reports or other project development products for the East End Crossing or Downtown Crossing may be able to participate on a Proposer team, if such firms first submit a written request for a determination of no conflict from IFA and receive written confirmation that they may participate, or conditionally participate on a Proposer team. Persons or firms that have received written notice of no conflict from INDOT prior to the date of the RFQ need not submit a new written request, but shall still be required to provide information pursuant to Part B, Volume 1, Section 1.11.

Additional exceptions to this policy may be granted by IFA, upon written request from such person, if it is determined that the person's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible (optimally by March 28, 2012) because IFA shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

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

personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

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

- KPMG LLP
- Nossaman LLP
- Ice Miller LLP
- Perkins Coie LLP
- Parsons Transportation Group
- Haworth, Meyer, Boleyn, Inc.
- Beam, Longest and Neff, LLC
- TKT & Associates
- Qk4
- Michael Baker Corporation
- Butler, Fairman and Seufert
- HW Lochner, Inc.
- Golder Associates
- Public Financial Management, Inc.
- CDM Smith
- Affiliates (meaning includes parent companies, subsidiary companies, entities under common ownership, joint venture members and partners, and other financially liable parties for an entity) of any of the above

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

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written

disclosure to IFA that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, IFA may, at its discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists and the Proposer has entered into a PPA as Developer, IFA may, at its sole discretion, terminate the PPA. In either case, IFA reserves all legal rights and remedies.

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

7.4. Limitations on Proposer Team Membership

7.4.1. Prequalification and Licensing Requirements

As of the Proposal due date, the Short-listed Proposers must be qualified to do business in the State of Indiana and Commonwealth of Kentucky. No Proposal will be invalidated by the IFA if any of the Proposer, lead contractor or lead engineer have not obtained the appropriate engineering and construction licenses or prequalifications in the State of Indiana and Commonwealth of Kentucky at the time of the Proposal. The Developer, the lead contractor, the lead engineer and other subcontractors and subconsultants that will be undertaking work that requires an INDOT or Kentucky prequalification or an Indiana or Kentucky license must be prequalified and licensed prior to performing the applicable work assigned to such entity.

7.4.2. Participation on More Than One Proposer Team

To ensure a fair and competitive procurement process, equity owners, Major Non-Equity Members (see definition in Part B, Volume 1, Section 1) and legal and financial advisors of Proposer teams are forbidden from participating, in any capacity, on another Proposer team during the course of the procurement. The foregoing prohibition does not apply to any non-equity owner of a Proposer team that is not a Major Non-Equity Member. The foregoing prohibition also does not apply to the Downtown Crossing procurement undertaken by KYTC. If a Proposer is not short-listed as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including equity owners and Major Non-Equity Members) are thereafter free to participate on Short-listed Proposer teams, subject to the requirements of this Part A, Sections 6.6 and 7.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 7.4 may be disqualified from further participation as a Proposer for the East End Crossing.

8. PROTEST PROCEDURES

8.1. Applicability.

This Part A, Section 8 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests regarding:

- (a) allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed IFA's authority;
- (b) a determination as to whether an SOQ is responsive to the requirements of the RFQ; and
- (c) short-listing determinations.

8.2. Required Early Communication for Certain Protests.

Protests concerning the issues described in this Part A, Section 8.1(a) may be filed only after the Proposer has informally discussed the nature and basis of the protest with IFA, following the procedures prescribed in this Part A, Section 8.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in this Part A, Section 4.5. The written request shall include an agenda for the proposed one-on-one meeting. IFA will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, IFA may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

8.3. Deadlines for Protests.

- (a) Protests concerning the issues described in Part A, Section 8.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than 5 business days after the addendum is issued.
- (b) Protests concerning the issues described in this Part A, Section 8.1(b) must be filed no later than 5 business days after receipt of the notification of non-responsiveness.
- (c) Protests concerning the issues described in this Part A, Section 8.1(c) must be filed no later than 10 days after the earliest of the notification of the short-list and the public announcement of the short-list.

8.4. Content of Protest.

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

8.5. Filing of Protest.

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

8.6. Comments from Other Proposers.

Other Proposers may file statements in support of or in opposition to the protest within 7 days of the filing of the protest. IFA shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

8.7. Burden of Proof.

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

8.8. Decision on the Protest.

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

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

8.9. Protestant's Payment of Costs.

If a protest is denied, the Proposer filing the protest shall be liable for IFA's costs reasonably incurred to defend against or resolve the protest, including legal and

consultant fees and costs, and any unavoidable damages sustained by IFA as a consequence of the protest.

8.10. Rights and Obligations of Proposers.

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 8, and expressly waives all other rights and remedies that may be available to the Proposer under law. These provisions are including in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold IFA and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting an SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

9. IFA RESERVED RIGHTS

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

- Modify the procurement process to address applicable law and/or the best interests of IFA and the State of Indiana.
- Modify the scope of the East End Crossing during the procurement process.
- Develop the East End Crossing, including the any of the Sections, in any manner that it, in its sole discretion, deems necessary. If IFA is unable to negotiate a PPA to its satisfaction with a Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the East End Crossing or exercise such other rights under the Statute and other provisions of Indiana law as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by IFA of a PPA, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 4.3 of the RFQ.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not short-list any Proposer responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate PPA negotiations at any time, elect not to commence PPA negotiations with any responding Proposer and engage in negotiations with other than the highest ranked Proposer.

- Issue addenda, supplements and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Proposer without being bound by any provision in its proposal.
- Waive deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal without IFA approval.
- Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ or RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from IFA.
- Add to the short-list of Proposers any Proposer that submitted an SOQ in order to replace a previously short-listed Proposer that withdraws or is disqualified from participation in this procurement.
- Not issue a notice to proceed after execution of the PPA.
- Not pursue a TIFIA credit approval, a PABs allocation or pursue financing for the East End Crossing on behalf of the Proposers or otherwise.
- Develop some or all of the East End Crossing itself.
- Exercise any other right reserved or afforded to IFA under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind IFA to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this Part A, Section 4.3, IFA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

PART B

Statement of Qualifications

Proposers are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part. Italics indicate explanations or instructions to the Proposer as opposed to a request for information.

VOLUME 1

Volume 1 of the SOQ shall contain the following:

General

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

(b) **Executive Summary:** An Executive Summary, not exceeding 8 pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's SOQ and its ability to satisfy the financial and technical requirements of the East End Crossing. The Executive Summary shall address why the Proposer wants to become Developer for the East End Crossing.

(c) **Confidential Contents Index:** A page executed by the Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located, that the Proposer deems confidential, trade secret or proprietary information protected by the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to IFA as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on IFA, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statute or IFA's responsibilities thereunder.

1. Proposer Structure and Experience

Proposers shall provide the following information relevant to qualifications of the Proposer, its equity owners, the lead or managing entity member of the Proposer team, all Major Non-Equity Members and any other team members that the Proposer wishes to identify in its SOQ. The term “Major Non-Equity Members” shall mean the following team members, if such team members do not hold an equity interest in the Proposer: (i) the lead engineering firm (if a consortium, partnership or any other form of a joint venture, all such members); (ii) if not included within clause (i), the lead bridge engineering firm; (iii) if not included within clause (i), the lead tunnel engineering firm; (iv) the lead contractor (if a consortium, partnership or any other form of a joint venture, all such members); (v) if not included within clause (iv), the lead bridge contractor firm; (vi) if not included within clause (iv), the lead tunnel contractor firm; and (vii) the lead firm responsible for operations and maintenance. The Proposer must identify all Major Non-Equity Members as defined above.

1.1. The Proposer

Identify the legal name of the Proposer. If the name is a “doing business as” (DBA), identify all underlying names. Identify a real person as a single point of contact and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of the Proposer and the state of its organization. If the Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall include an executed teaming agreement. If the entities making up the Proposer have not executed a teaming agreement, the summary of the key terms of the anticipated agreement, including the percentages of ownership and roles of the various parties, shall be included in the SOQ. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

1.2. Equity Owners

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

1.3. Major Non-Equity Members and Other Identified Non-Equity Members

Identify all Major Non-Equity Members and any other team members that the Proposer wishes to identify (e.g., legal advisors) in its SOQ at this time (“Other Identified Non-Equity Member”). For each Major Non-Equity Member and Other Identified Non-Equity Member of the Proposer, identify the entity’s role and the entity’s legal nature and state of organization. If any of the lead contractor or lead engineering firm is a consortium, partnership or any other form of joint venture, the Proposal shall include an executed teaming agreement. If an executed agreement does not exist, the proposal should

contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership and roles of the various parties. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Proposers shall not include more than one lead contractor or lead engineering firm.

1.4. Management Structure

Describe the Proposer's management structure, including its teaming arrangements, allocation of roles and responsibilities within the Proposer team and how the Proposer will institutionally operate, particularly in light of the complexity and phasing of East End Crossing development and operations. Describe how the Proposer's management structure will facilitate completion of all work required for the East End Crossing. Describe the prior experience of the Proposer, equity owners and Major Non-Equity Members working together within a consortium, partnership or any other form of joint venture.

1.5. Organizational Charts

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

1.6. Team Structure

Describe how the Proposer team is structured and why it has been so structured. Explain how that structure will assure success for the East End Crossing and to IFA and result in the formation of a good long-term partner to IFA.

1.7. Relevant Experience

Describe relevant experience held by the Proposer, equity owners of the Proposer (for entities that invest equity through one or more funds or vehicles under common or similar management or ownership, the experience of all such funds and vehicles may be included) and Major Non-Equity Members, as applicable, with:

- i. Design and construction of bridges, including toll bridges, (particularly cable-stayed bridges) with a construction value of \$300 million or more.
- ii. Design and construction of roadway tunnels, particularly blasted hard-rock tunnels, with a construction value of \$100 million or more.
- iii. Design and construction of projects requiring mass rock excavation near fragile or sensitive structures with blasting limitations designed to protect and reduce impacts to adjacent properties.

- iv. Design and construction of highways and interstates with a construction value of \$300 million or more.
- v. Design and construction of major transportation projects in two or more jurisdictions or with geographically separated worksites;
- vi. Permitting, coordination and oversight by U.S. federal agencies such as the Army Corps of Engineers, the U.S. Coast Guard and FHWA on environmentally and historically sensitive transportation projects.
- vii. Operation and maintenance of transportation projects delivered under a public-private partnership.
- viii. Operation and maintenance of toll bridges, toll roads or other toll facilities, excluding operation and maintenance of toll collection systems.
- ix. Public-private partnership, comprehensive development and exclusive development agreements for transportation projects to which such entity has been party with a construction value of \$300 million or more.
- x. Success financing project finance and public-private partnership projects (both equity and debt), with specific focus on comparable transportation infrastructure projects (particularly bridges, toll facilities and public-private partnership transportation projects).
- xi. As to the Proposer and its equity owners only, participation as an equity owner in availability payment concessions.
- xii. As to the Proposer and its equity owners only, TIFIA financing, PABs and other credit and financing tools used in the U.S., and equity funding for public-private partnerships.

Include up to 20 projects in the aggregate for the entire Proposer team with respect to the above categories of this Part B, Volume 1, Section 1.7 in which the entity played a significant role during the past eight years. For each project, include a project description describing the role of the entity on such project, relevance of the project and the entity's experience to the East End Crossing and why that experience will provide value to IFA should the Proposer be awarded the PPA. For projects listed in response to clause (x) of this Part B, Volume 1, Section 1.7, also provide information on the equity investors, lenders, equity raised, finance raised and finance structure.

1.8. Project Information-Forms D and E

With respect to each project identified pursuant to this Part B, Volume 1, Section 1.7, provide in **Form D** the project name and contract number, owner's name, address, contact name and current email address, phone and fax numbers, dates of work performed (if applicable), project description, project construction value (or financing value if entity's role involved financing), annual operations and maintenance value (if the entity's role involved operations and maintenance), description of work and percentage actually performed by such entity, and project outcome or current status (including identification and a description of an increase in the original contract amount by the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines or milestones and the reasons for such increases or time extensions, as applicable).

For design firms, projects or contracts listed that were traditional design-bid-build consultant/engineering services contracts, as opposed to, for example, design-build contracts, the information provided shall be limited only to the consultant/engineering services contract, rather than any ensuing construction or operations and maintenance contract where such entity had limited or no involvement.

For construction firms, for projects or contracts listed using the traditional design/bid/build delivery method, the information provided shall be limited only to the construction contract, rather than any design or operations and maintenance contract where such entity had limited or no involvement.

With respect to each concession contract and public-private partnership project identified pursuant to this Part B, Volume 1, Section 1.7 by equity owners, where such equity owner acted in a role as a concessionaire/private partner/equity owner in connection with such project, provide in **Form E** the company name, project name and location, project size, debt amount and gearing, date of financial close, start dates, percent of works completed by March 1, 2012, level of company's participation and type of concession/payment mechanism. The completed **Form E** shall be in addition to the information provided regarding the projects in **Form D**.

Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, IFA may elect to exclude the experience represented by that project in determining the Proposer's qualifications. For any entity identified in the SOQ for which experience and qualifications have not been provided pursuant to this Part B, Volume 1, Section 1.7, the Proposer may, but is not required to, briefly describe their qualifications and experience in performing the role that Proposer proposes to allocate to them. The description need not be lengthy or go into the level of detail sought in this Part B, Volume 1, Section 1.7.

1.9. Key Personnel

List the Proposer's key personnel for the East End Crossing (which must include those individuals identified in this Part B, Volume 3, Section C). Describe the relevance of each individual's experience to the East End Crossing and why that experience will provide value to IFA should the Proposer become Developer.

1.10. Legal and Proposal Information

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

1.10.1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to the Proposer, any equity owners and any Major Non-Equity Members must resolve in order to deliver the East End Crossing and perform its obligations under a PPA.

1.10.2. Legal Liabilities

Provide a list and a brief description of all instances during the last five years involving transportation projects in North America and those projects listed pursuant to Part B, Section 1.7 in which the Proposer, any equity owner, any Major Non-Equity Member or any affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

As used herein, "affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any equity owner or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any equity owner or any Major Non-Equity Member), and other financially liable or responsible parties for the Proposer, that, (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity pursuant to Part B, Section 1.7.

1.10.3. Legal Proceedings

Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring

during the last five years related to a transportation project in North America and those projects listed pursuant to Part B, Section 1.7 and involving a claim or dispute between the project owner and Proposer, any equity owner, any Major Non-Equity Member or any affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. As used herein, “affiliate” has the same meaning as set forth in Part B, Volume 1, Section 1.10.2 above.

Include a similar list and description for all projects included in the response to Section 1.7 involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner’s representative with a current phone and fax number (and e-mail address if available).

With respect to the information solicited in this Part B, Volume 1, Section 1.10.1, 1.10.2 and 1.10.3, failure to fully disclose this information, conditional or qualified submissions (i.e., “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling IFA to contact owner representatives may, in the sole discretion of IFA, lead to a lower evaluation score or a “fail” rating for the team or disqualification from the procurement process.

1.11. Prior Ohio River Bridges Involvement

Provide a description of any prior or ongoing work (whether as a prime or subcontractor or subconsultant of any tier) performed by any member of the Proposer team in connection with the Ohio River Bridges Project. If any such work has been undertaken or is ongoing, briefly describe the scope of the work, the contract amount, the party contracted with by such entity, the time period in which such work was undertaken (and if ongoing, indicate “ongoing”) and the names of the key personnel involved with such work. In addition, if any such work has been undertaken, please expressly indicate whether the Proposer believes such work represents or does not represent a potential or actual conflict of interest in participating on the Proposer team. If a prior request for consideration of whether a potential or actual conflict of interest exists has been submitted by the entity, please provide a copy of such request and any letter of approval, conditional approval or denial issued by INDOT or KYTC in response thereto.

2. Approach to Development

The Proposer shall describe how it approaches the design, construction, financing, operations and maintenance of projects of similar scope and nature to the Project, including:

2.1. General Approach to East End Crossing

A description of the Proposer's conceptual plan to design, construct, finance, operate and maintain the East End Crossing, including a discussion of life cycle cost analysis for alternatives, commitment of resources and the use of subcontractors and suppliers. The description should include:

(a) A description of the Proposer's general approach to advancing East End Crossing development, including how the Proposer team anticipates the allocation of responsibilities amongst its team members.

(b) An overview of the Proposer's general approach to the design, construction and operations and maintenance management, including quality control/quality assurance and East End Crossing oversight.

(c) A description of the Proposer's general approach to traffic management, health and safety, permit procurement, utility relocation and adjustment services, environmental protection, connecting facilities, ITS capabilities and public relations.

(d) A description of the Proposer's general approach to project financing, including a list of anticipated timelines and milestones to obtain financial commitments and close a major project financing.

(e) A description of the preferred approach to the selection of a lender or lead underwriter, as applicable. If one has already been selected by the Proposer, state how the lender or lead underwriter, as applicable, was selected and why the lender or lead underwriter, as applicable, was preferred. The Proposer is not required to select a lender or lead underwriter at this time.

2.2. Relationships, Roles and Responsibilities

A description of the Proposer's view of the roles and responsibilities of IFA, the Proposer and third parties in connection with the development, design, construction, operation, maintenance and financing of the East End Crossing in terms of allocation of work, implementation, delivery, and long-term operations and maintenance. Describe the Proposer's view of the optimal IFA and Proposer relationship and the anticipated nature of IFA participation sought by the Proposer in connection with the East End Crossing and how that will achieve success. Identify what the Proposer views as the most significant risks to the parties with respect to the development, design,

construction, operation maintenance and financing of the East End Crossing, and how those risks can be addressed, mitigated or allocated in order to provide best value to IFA.

2.3. Availability of Resources

Describe the Proposer's approach to ensuring that adequate materials, equipment, and qualified personnel resources are available to the Proposer which it can and will commit to the East End Crossing. Discuss the current backlog of each Proposer, equity owner and Major Non-Equity Member and their respective capacities to perform the work necessary for the East End Crossing.

VOLUME 2

Volume 2 of the SOQ shall contain the following items.

Package the information separately for each separate entity with a cover sheet identifying the name of the organization and its role in the Proposer's organization (i.e., equity owner, lead contractor, subcontractor, etc.).

Section A Financial Statements and Credit Ratings

Financial statements for the Proposer, equity owners of Proposer, lead contractor and Financially Responsible Party (in each case, if a consortium, partnership or any other form of a joint venture, all such members) for the three most recent completed fiscal years must be provided to demonstrate financial capability of the Proposer team. If the entity has only been in existence for less than three fiscal years, the Proposer should expressly state that such entity has been in existence for less than three fiscal years and shall provide financial statements for the number of fiscal years it has been in existence.

Except for entities that are fund managers of an investment fund (which entities are addressed below), Financial Statement information must include:

- i. Opinion Letter (Auditor's Report)
- ii. Balance Sheet
- iii. Income Statement
- iv. Statement of Changes in Cash Flow
- v. Footnotes audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS).

In addition, Financial Statements must meet the following requirements:

- a. **GAAP/IFRS:** Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

- b. **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.
- c. **Audited:** Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer of the entity.
- d. **English:** Financial Statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be accompanied with the original financial statement information.
- e. **Financially Responsible Party Letter of Support:** If Financial Statements of a parent company or affiliate company (“Financially Responsible Party”) are provided to demonstrate financial capability of the Proposer, equity owners of the Proposer, or lead contractor, an appropriate letter from the Financially Responsible Party must be provided confirming that it will financially support all the obligations of the Proposer, equity owner of the Proposer or lead contractor with respect to the East End Crossing. Proposers shall note that IFA may, in its discretion based upon the review of the information provided, or the Proposer’s form of organization, specify that an acceptable guarantor is required as a condition of short-listing. If the Developer’s design-build contractor is a limited liability entity or a newly formed entity, a Financially Responsible Party must be identified and included with respect to the design-builder contractor’s obligations relating to Section 4 and Section 6 of the East End Crossing (and all information required of Financially Responsible Parties must be provided).
- f. **Newly Formed Entity:** If the Proposer, equity owner of Proposer, lead contractor or Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).
- g. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual

report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.

- h. **Confidentiality:** The Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in Part A, Section 7.
- i. **Credit Ratings:** Credit ratings must be supplied for each entity to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.

For entities that are fund managers of an investment fund, Financial Statements must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund. In addition, the Proposer must provide a letter from the chief executive officer, chief financial officer or treasurer of the investment fund which certifies the following:

- The investment capacity of the fund
- The ownership structure of the various entities in the hierarchy of the fund
- The investment criteria of the fund
- The approval process for an equity investment; and
- The description of recent changes in the organization of the fund.

Section B Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for Proposer, each equity owner, the lead contractor, and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for the past three years and anticipated for the next reporting period.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the East End Crossing development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods

ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of the Proposer, each equity owner, each Financially Responsible Party, and the lead contractor, as applicable, to remain engaged in this procurement and submit a responsive proposal.

Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the chief financial officer or treasurer.

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the East End Crossing from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what IFA considers a material change in financial condition. This list is intended to be indicative only. At the discretion of IFA, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A change in credit rating for the affected entity or parent corporation of the affected entity;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios,

coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

- In the current and three most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Other events known to the affected entity which represents a material change in financial condition over the past three years, or may be pending for the next reporting period.

Section C Off-Balance Sheet Liabilities

A letter from the chief financial officer or treasurer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.

Section D Financial Qualifications – Summary Financial Information – Form F

A completed **Form F** summarizing the financial information for the Proposer, equity owners of Proposer, lead contractor and any Financially Responsible Party.

For entities that are fund managers of an investment fund, **Form F** must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund.

Form F shall be certified by the chief executive officer, chief financial officer or treasurer of the entity providing the information.

VOLUME 3

Volume 3 of the SOQ shall contain the following:

Section A Forms B and C

Executed originals of **Form B** and **Form C** for the Proposer, each equity owner of Proposer, each Major Non-Equity Member and each Financially Responsible Party.

Section B Surety or Bank/Financial Institution Letter

Evidence from a surety or an insurance company licensed in the State of Indiana indicating that the Proposer team is capable of obtaining a Performance Bond(s) and Payment Bond(s), each in an amount of \$250 million.

The evidence regarding bonding capacity shall take the form of a letter from a surety or insurance company indicating that such capacity exists for the Proposer or the team member with the primary responsibility for construction. Letters indicating “unlimited” bonding capability are not acceptable.

The surety or insurance company providing such letter must be licensed in the State of Indiana and rated in one of the two top categories by two nationally recognized rating agencies or at least A-: VIII or better according to A.M. Best’s Financial Strength Rating and Financial Size, and must indicate the relevant rating in the letter. The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated the Proposer’s backlog and work-in-progress in determining its bonding capacity.

As an alternative to the performance bond surety letter required by this section, the Proposer may submit a letter from a bank or financial institution indicating a willingness, without conditions or qualifications, to issue a letter or letters of credit for the Proposer or lead contractor as account party in the aggregate amount of \$250 million at the time of the SOQ submission. To be considered, the letter must be issued by a bank or financial institution having long-term, unsecured debt ratings of not less than “A-/A3” from one of the major national rating agencies (Fitch Ratings, Moody’s Investor Service or Standard & Poors Ratings Group). If a bank/financial institution letter is provided, Proposer must also provide a surety letter for the payment bond identified above.

In instances where the response to this Part B, Volume 3, Section B contains descriptions of proposed or anticipated material changes in the financial condition of the Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the surety’s or bank’s/financial institution’s analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds or a letter of credit for the East End Crossing.

If a Proposer, lead contractor or other entity to obtain the bonds or letters of credit is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual equity owners are acceptable, as is a single letter covering all equity owners of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$250 million amount that the surety or bank/financial institution is indicating it is willing to provide. Statements such as “[the entity’s] share of the work/bond amount” or the like are not acceptable.

IFA has not yet determined the specific amount or form of payment and performance bonds or letters of credit that it will require for the East End Crossing. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by IFA for the East End Crossing, require payment and performance bond and/or letter of credit amounts in excess of the \$250 million amount referenced above. IFA shall delineate such requirements, which will be consistent with applicable law, in the RFP.

Section C Personnel Qualifications

Separate resumes of not more than two (2) pages each for the following key personnel and management staff:

- i. Proposed project executive (if different from the project manager);
- ii. Proposed project manager;
- iii. Proposed deputy project manager(s);
- iv. Any other key members of the Proposer’s management team;
- v. Unless included in response to clauses (i) through (iv) above, Proposer shall include the individuals proposed for the following job positions:
 - Construction Manager;
 - Bridge Construction Manager (if different from Construction Manager);
 - Tunnel Construction Manager (if different from Construction Manager);
 - Lead Engineer;
 - Lead Bridge Engineer (if different from Lead Engineer);
 - Lead Tunnel Engineer (if different from Lead Engineer);
 - Operations and Maintenance Manager; and

- Quality Manager

Each resume shall state the specific role(s) that each person listed is fulfilling for the East End Crossing.

Three references for each of the project manager and the deputy project manager(s) and one reference for each other individual identified above must be supplied; provided, however, that where the project manager and deputy project manager(s) have only worked on one or two projects during the past five years, the Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past five years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five years so that the number of references equals three in total.

References shall be previous owners or clients with whom the identified personnel have worked within the past five years and shall include the name, position, company or agency and current addresses, e-mail addresses and phone and fax numbers. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, IFA may elect to exclude the experience represented in determining the key personnel's qualifications.

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ for the positions or roles described in clauses (i)-(v) of this Section C shall be available to serve the role so identified in connection with the East End Crossing.

While IFA recognizes personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the East End Crossing for the positions identified.

Procedures concerning changes of such personnel will be set forth in the RFP; however, requests to implement such changes will be reviewed very carefully by IFA and shall be subject to prior IFA approval. Failure to obtain IFA approval for such changes may result in disqualification of the Proposer by IFA.

PART C FORMS

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**FORM A
TRANSMITTAL LETTER**

PROPOSER: _____

SOQ Date:

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Sarah Rubin

The undersigned ("Proposer") submits this statement of qualifications (this "SOQ") in response to the Request for Qualifications dated March 9, 2012 (as amended, the "RFQ"), issued by the Indiana Finance Authority ("IFA") to develop, design, construct, finance, operate and maintain the East End Crossing. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

- Volume 1: Transmittal Letter (this Form A), Executive Summary, Confidential Information List, Entity Qualifications, **Forms D and E**, Legal and Proposal Information, Approach to Development;
- Volume 2: Financial Qualifications, **Form F**; and
- Volume 3: **Forms B and C**, Surety/Financial Institution Letter, Personnel Qualifications

Proposer acknowledges access to all materials posted on the following websites with respect to the East End Crossing: <http://www.in.gov/ifa/2750.htm> and <http://www.in.gov/ifa/2331.htm> and the following addenda and sets of questions and answers to the RFQ:

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

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

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

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the East End Crossing procurement process will be borne solely by the Proposer, except, to the extent of any payment offered by IFA for work product, as described in Part A, Section 4.3 of the RFQ.

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

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

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

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

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

Print Name: _____

Title: _____

Attorney in Fact

FORM B

**INFORMATION REGARDING
PROPOSER, EQUITY OWNERS, MAJOR NON-EQUITY MEMBERS AND
FINANCIALLY RESPONSIBLE PARTIES**

Name of Proposer: _____

Name of Firm: _____

Year Established: _____ Individual Contact: _____

Individual's Title: _____

Firm's CEO/Chairman: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____ Fax No.: _____

Name of Official Representative (if applicable): _____

Business Organization (check one):

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

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

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

FORM C
CERTIFICATION

Proposer: _____

Name of Firm: _____

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

Yes No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

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

Yes No

If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?

Yes No

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

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved repeated or multiple failures

to comply with safety rules, regulations, or requirements within the past ten years?

Yes No

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

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

Yes No

If yes, please explain:

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

Yes No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

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

* The term "Affiliates" includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities ((but only as to activities of joint ventures and partnerships involving the Proposer, any equity owner or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any equity owner or any Major Non-Equity Member), and other financially liable or responsible parties for the entity, that (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity pursuant to Part B, Section 1.7.

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

By: _____

Print Name: _____

Title: _____

Date: _____

FORM D

PROJECT INFORMATION

Project Name and Contract Number	Owner Information(1)	Project Description	Dates Work Performed	Construction Value and Financing Value(2)	Annual O&M Value(3)	Project Role, Description and Amount of Work Performed(4)	Project Outcome or Current Status (5)

Notes:

- (1) For owner information, provide owner's name, address, contact name and current email address, phone and fax numbers.
- (2) Provide financing value if the entity's role involved financing
- (3) Provide operations and maintenance value if the entity's role involved operations and maintenance
- (4) Describe the work and state the percent or dollar value of the (a) design and construction work the entity performed/was responsible for (if the entity is a design-builder); (b) the construction work performed/was responsible for (if a developer or constructor); or (c) the design work performed (if the entity is a designer). For example, a member of a JV with a 30% stake in a \$200 million project would insert 30% or \$60 million; an engineer that performed \$10 million worth of work on a \$100 million project would insert 10% or \$10 million.
- (5) Identify and describe any increases in the original contract amount of the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases and/or time extensions.

FORM E

CONCESSION AND PPP EXPERIENCE

EXPERIENCE OF THE EQUITY OWNERS IN CONCESSION CONTRACTS AND PUBLIC-PRIVATE PARTNERSHIPS

INSTRUCTIONS:

- (a) List only the experience of an equity owner that will be future equity owner/shareholder of Developer. For entities that invest equity through one or more funds or vehicles under common or similar management or ownership, the experience of all such funds and vehicles may be included.
- (b) List all applicable projects identified in response to Part B, Section 1.7.

COMPANY NAME	PROJECT NAME AND LOCATION	PROJECT SIZE (1), (2)	DEBT AMOUNT & GEARING (2), (3)	DATE OF FINANCIAL CLOSE	START DATES	% OF WORKS COMPLETED BY MARCH 1, 2012	LEVEL OF COMPANY'S PARTICIPATION (4)	TYPE OF CONCESSION/PPP(5)
Example Entry: Financiers Corp.	Luxor Tunnels Luxor, Egypt	950,000	\$750,000 (95%, senior bank debt)	01/01/2007	04/15/07	100	\$100,000 (\$100,000; 50% shareholding of project company)	Availability payment

NOTES:

- (1) Project size means the total amount of the project financed under private finance / project finance scheme (i.e., without public debt, public equity or capital grants).
- (2) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the last (bid) exchange rate published in the Wall Street Journal as of two weeks prior to the due date for the submission of SOQs.
- (3) Include in brackets the percentage of gearing and type of debt (bonds unwrapped or wrapped, bank debt, etc.).
- (4) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- (5) Specify the type of concession (toll concession, availability payment, shadow toll, or combinations of these mechanisms).

FORM F

FINANCIAL QUALIFICATIONS – SUMMARY FINANCIAL INFORMATION (*)

SUMMARY FINANCIAL INFORMATION () FOR ALL EQUITY OWNERS, LEAD CONTRACTOR AND ANY FINANCIALLY RESPONSIBLE PARTY FOR FINANCIAL YEARS 2009, 2010 AND 2011 (1)**

(IF AN EQUITY OWNER OR LEAD CONTRACTOR IS RELYING ON A FINANCIALLY RESPONSIBLE PARTY, THEN ONLY THE FINANCIALLY RESPONSIBLE PARTY ENTITY SHOULD COMPLETE THIS FORM)

COMPANY	ROLE / RESPONSIBILITY WITHIN THE PROPOSER TEAM AND PERCENTAGE OWNERSHIP IF EQUITY OWNER	TOTAL REVENUES	PRE-TAX PROFIT	RELEVANT REVENUES (2)	FIXED ASSETS	CURRENT ASSETS	INVENTORIES	GOODWILL	TOTAL ASSETS (3)	CONTINGENT LIABILITIES	LONG TERM LIABILITIES	SHORT TERM LIABILITIES	NET WORTH	GEARING (Debt to Equity) (4)
Financiers Corp.	Equity Owner	\$5,325	\$3,509	\$3,353	\$251,700	\$62,500	\$2,000	\$3,000	\$314,200	\$0	\$270,133	\$6,050	\$38,017	7

Certified as complete, true and correct by:

 Name: _____
 Title: _____

(*) The Chief Executive, Chief Financial Officer or Treasurer for each reporting entity must certify the information on this form as complete, true and correct. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.

(**) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each financial year. Please identify the benchmark on which the exchange rate is based.

Notes:

- (1) Complete separate forms for each fiscal year. If the entity has only been in existence for less than three fiscal years, the entity should expressly state that such entity has been in existence for less than three fiscal years and shall complete separate forms for the number of fiscal years it has been in existence.
- (2) Relevant revenue consists of revenue from design-build-finance-operate/maintain contracts for transportation projects.
- (3) Excludes goodwill and intangibles.
- (4) Long Term Liabilities / Net Worth