



INDIANA FINANCE AUTHORITY

REQUEST FOR QUALIFICATIONS

TO DEVELOP, DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN

the

**INDIANA PORTION OF THE ILLIANA CORRIDOR PROJECT &
I-65 ADDED CAPACITY PROJECT**

THROUGH A

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

Issued: November 12, 2013

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PART A

1. EXECUTIVE SUMMARY/INTRODUCTION

1.1. Overview of the Opportunity

The Indiana Finance Authority (the “IFA”), a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, in cooperation with the Indiana Department of Transportation (“INDOT”), is pleased to present this Request for Qualifications (“RFQ”) to prospective entities or groups of entities (the “Proposers”) interested in submitting statements of qualifications (“SOQs”) to develop, design, build, finance, operate and maintain the Indiana portion of the Illiana Corridor project (“Indiana Portion”) and the I-65 Added Capacity project (“I-65 Project,” and when referred to collectively with the Indiana Portion, the “Indiana Project”) through an availability payment concession pursuant to a public-private partnership agreement (“PPA”). The Indiana Portion consists of the new construction of an 11.7 mile, four-lane median divided tolled highway, extending from the Illinois/Indiana stateline at the west end and connecting to I-65 north of Lowell, Indiana at the east end. The Indiana Portion is part of the Illiana Corridor Project (which is described in this Part A, Section 1.2 below). The I-65 Project involves the construction of additional travel lanes on I-65 and will be located between SR 2 extending north to US 30. I-65 is, and the I-65 Project shall also be, a nontolled highway. A general map of the Indiana Project can be found at the following website:

<http://www.in.gov/ifa/2763.htm>

The Indiana Project is needed and private sector involvement is sought because of the following conditions:

- Traditional funding sources for the Indiana Project are limited and the State of Indiana (the “State”) is seeking to partner with the private sector to optimize the capital funding plan; and
- Private sector innovation in the design and management may help the Indiana Project 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 the State, including the use of public-private partnerships (“P3s”).

The Indiana Project presents an attractive opportunity for the private sector because:

- IFA and INDOT are committed to the completion of the Indiana Project;

- The State has created a business environment that is attractive to private initiatives;
- The State maintains a AAA credit rating and has a successful history of procuring P3 projects; and
- The anticipated availability payment P3 structure provides a stable platform for risk sharing with the private sector.

1.2. Indiana Project Description

The Illiana Corridor Project is a collaborative effort among the Illinois Department of Transportation (“IDOT”), INDOT, and IFA to construct a four-lane median divided tolled highway, approximately 46.8 miles long, which provides an east-west connection between I-65 in Indiana and Interstates 57 and 55 in Illinois. This new tolled highway will connect northwest Indiana to northeast Illinois through Lake County, Indiana, and Kankakee, and Will counties in Illinois. The Illiana Corridor Project will function as a freight corridor for the largest inland intermodal area in the United States. Indiana and Illinois are pursuing separate procurements for their respective portions of the Illiana Corridor Project and this RFQ includes Indiana’s portion, the Indiana Portion. The Indiana Portion extends from the Illinois/Indiana stateline at the west end, connects to I-65 north of Lowell, Indiana at the east end and is approximately 11.7 miles in length.

The mainline design of the Indiana Portion consists of a four-lane divided highway with two 12-foot lanes in each direction separated by a depressed median. The typical section includes two 5-foot wide usable inside shoulders, four feet of which are paved, and a 13-foot wide outer shoulder, 12 feet of which are paved.

Local access roads are proposed for either side of the Indiana Portion mainline at various points throughout the Indiana Portion corridor in order to provide access to otherwise landlocked properties. The access roads will typically be separated from the Indiana Portion mainline by any combination of roadside ditch, right-of-way fence, or open median. The typical cross-sections of these access roads include two travel lanes in each direction (width varies between 11 and 12 feet). Paved shoulders, varying by specific alternative, will range from five to eight feet.

The Indiana Portion involves the construction of three new interchanges and eight new overpasses. The new interchanges included as part of the Indiana Portion are US 41, SR 55 and I-65. The new overpasses will be at White Oak Avenue, Parrish Avenue, Cline Avenue, Morse Street, Mount Street, Holtz Road, Broadway Street, and Mississippi Street.

The Indiana Project also includes construction of additional travel lanes on the existing nontolled I-65 roadway between SR 2 and US 30, a distance of approximately 12.23 miles. The I-65 Project involves the new construction of lanes south of US 231, which will have a 12-foot paved inside shoulder and a 10-foot paved outside shoulder. It will also include a double-sided guardrail median. The additional lanes will also require the widening of the bridges over Wirtz Ditch and SR 2. The added lanes north of US 231 will involve the paving of a new 10-foot outside shoulder and striping the existing outside shoulder as a new outside lane. The improvements to this section necessitate the replacement of the 101st Street overhead structure. The I-65 Project will also include varying degrees of improvements to the existing interchanges and overpasses on I-65.

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

1.3. Procurement Model

It is anticipated that the Developer will develop, design, construct, finance, operate and maintain the Indiana Project 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.

The details of this procurement model are discussed in more detail later in this RFQ.

1.4. Indiana Project Goals

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

- Provide congestion relief on I-65, I-57, I-55, I-80, I-94, US 30, and other local regional system routes;
- Reduce existing and forecasted traffic congestion, improving traffic safety and supporting local economic development initiatives;
- Spur economic development within Lake, LaPorte, Porter and Newton Counties in Indiana, and Will and Kankakee Counties in Illinois;
- Strengthen the regional transportation network in Northwest Indiana and Northeast Illinois (including improved business accessibility to labor, suppliers and markets and improved personal accessibility for residents);
- Reduce traffic safety problems and existing and forecasted traffic congestion;

- Support economic development in Northwest Indiana;
- Minimize the cost and funds required to develop, design, construct, finance, operate and maintain the Indiana Project;
- Achieve substantial completion for the Indiana Project by June 2018;
- Provide a safe project for workers and the traveling public;
- Provide a high quality, durable and maintainable facility;
- Meet Disadvantaged Business Enterprise (“DBE”) goals and project “on-the-job” training (“OJT”) program opportunities;
- Seek private sector innovation and efficiencies, and encourage design solutions that respond to actual and anticipated environmental concerns, permits and commitments;
- Generate additional permanent and temporary jobs that include construction related employment; and
- Coordinate development of the Indiana Portion with IDOT and its development of the Illinois portion of the Illiana Corridor Project.

1.5. Procuring Agency, Key Stakeholders

IFA will be the procuring agency for the Indiana Project. IFA will work closely with INDOT, and together may be referred to as the “Project Sponsors”. 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 the State.

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 Indiana Project and oversee the work of the Developer in the development, design, construction, operation and maintenance of the Indiana Project. INDOT's procurement role includes development of the technical specifications for the RFP and supporting the technical evaluation of the SOQs and responses to the subsequent “Request for Proposals” (the “RFP” and such responses, the “Proposals”). Additional information regarding INDOT's role in the Indiana Project shall be set forth in the RFP.

The Indiana Portion is being developed in cooperation with IDOT, which is developing the portion of the Illiana Corridor Project that is located in Illinois, which runs from I-55

near Wilmington, Illinois to the Illinois/Indiana stateline. IDOT is the procuring agency for the Illinois portion of the Illiana Corridor Project and it is anticipated that IDOT will be procuring a separate availability payment concession for the Illinois portion concurrently with this procurement.

IDOT is responsible for overseeing the development and maintenance of a safe, efficient multi-modal transportation system throughout the State of Illinois. Due to the bi-state nature of the Illiana Corridor Project, IFA, INDOT, IDOT and others are working closely in the development of the Illiana Corridor Project and associated infrastructure.

1.6. Bi-State Agreement

IFA, INDOT and IDOT 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 State of Illinois, IFA, INDOT and IDOT with respect to the Illiana Corridor Project.

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

- Each party's responsibility for procurement of their portion of the Illiana Corridor Project;
- The sharing of revenues generated by the Illiana Corridor Project;
- Tolling policy for the Illiana Corridor Project;
- Funding of the Illiana Corridor Project and each party's financial approach with respect to their respective elements;
- Each party's financial responsibility for the Illiana Corridor Project;
- Operations and maintenance of the Illiana Corridor Project after completion of construction; and
- Roles and responsibilities of each of the agencies with respect to the Illiana Corridor Project.

1.7. Procurement Process

IFA will use a two step process to select the Developer. This RFQ represents the first step in the process. IFA will evaluate the SOQs received in response to this RFQ and, on the basis of these evaluations, intends, but is not bound to, short-list three or four

Proposers (“Short-Listed Proposers”) in accordance with the procedures and evaluation criteria described in Part A, Section 7 of this RFQ.

IFA intends to invite the Short-Listed Proposers to submit Proposals 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, or will form a single purpose entity to enter into, a PPA with IFA. Developer will become IFA’s private partner for the Indiana Project and develop, design, build, finance, operate and maintain the Indiana Project in exchange for periodic availability payments. Milestones and/or completion payments are also under consideration and, to the extent included, will be described in the RFP.

1.8. RFQ and Overall Procurement Schedule

Issue Request for Qualifications	November 12, 2013
Deadline for questions regarding the RFQ and any addenda, if any, issued before December 2, 2013	December 6, 2013
Deadline for questions regarding any addenda, if any, issued on or after December 2, 2013	three calendar days after the addendum is issued (but no later than three calendar days prior to the SOQ Due Date)
SOQ Due Date	January 10, 2014 at 3 P.M. Eastern
Anticipated Announcement of Short-Listed Proposers	February 19, 2014
Following announcement of the Short-Listed Proposers, as of the date of this RFQ, IFA anticipates the following procurement activities and schedule:	
Circulate Draft of RFP to Short-Listed Proposers	February 2014
Issue final RFP	May 2014
Proposal Due Date	August 2014
Award and execution of PPA (Commercial Close)	November 2014

Financial Close	March 2015
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This schedule is subject to modification at the sole discretion of IFA. Proposers will be notified of any change in the schedule for the RFQ phase by an addendum to this RFQ.

2. THE INDIANA PROJECT AND DEVELOPER RESPONSIBILITIES

2.1. Indiana Project Description

2.1.1. Overview

The Indiana Project is comprised of two distinct elements: the Indiana Portion and the I-65 Project. The Indiana Portion is a new tolled highway that begins at the Indiana/Illinois stateline and extends to I-65 north of Lowell, Indiana approximately 11.7 miles. The I-65 Project involves the construction of new lanes on a nontolled highway and runs along I-65 from SR 2 to US 30. See this Part A, Section 1.2 for additional information.

The purpose of the Indiana Project, is to strengthen the transportation network in the State, support economic development in the region and complete an important bypass for freight traffic around congested metropolitan highways, and provide access to one of the largest “inland port” intermodal freight areas in the U.S.

2.1.2. Indiana Project Design Features

(a) Indiana Portion.

The design features for the Indiana Portion are generally described below.

(1) Design Features:

- Typically, the mainline design consists of a four-lane divided highway with two 12-foot lanes in each direction separated by a depressed median. The total median width will be 60-foot minimum. The typical section includes two five-foot wide usable inside shoulders, four feet of which are paved, and a 13-foot wide outer shoulder, 12 feet of which are paved. The design speed for the Illiana will be 70 mph.;

(2) Local Access Roads Design Features:

- The local access roads will typically be separated from the mainline by any combination of roadside ditch, right-of-way fence, or open median. The typical cross sections of these access roads include two travel lanes in each direction (width varies between 11 and 12 feet). Paved shoulders, varying by specific alternative, will range from five to eight feet. The design speed for these roadways will be 45 mph.

(b) I-65 Project.

The I-65 Project involves the new construction of lanes south of US 231, which will have a 12-foot paved inside shoulder and a ten-foot paved outside shoulder. It will also include a double-sided guardrail median. The added lanes north of US 231 will involve the paving of a new ten-foot outside shoulder and striping the existing outside shoulder as a new outside lane. No material modifications to the concrete median barrier are currently anticipated. The end result will be a completed six-lane interstate from SR 2 to US 30, with the most significant difference being the median barrier (double-sided guardrail median on the southern portion and concrete median barrier on the northern portion). The design speed for the interstate will be 70 mph.

2.2. Environmental

Environmental studies for the Indiana Project are currently ongoing. The Indiana Portion and I-65 Project each have independent utility and separate environmental processes.

The Illiana Corridor Project achieved its Tier One record of decision (“ROD”) on January 17, 2013 and is currently pursuing the Tier Two NEPA process with an anticipated ROD in Spring 2014. Once obtained, the ROD for the Illiana Corridor Project will apply to the Indiana Portion. The Tier One ROD is included as part of the Project Documents.

INDOT is currently pursuing a Categorical Exclusion (“CE”) for the I-65 Project and that decision is anticipated in Spring 2014.

It is important to note that, at this time, both elements of the proposed Indiana Project, the Indiana Portion and the I-65 Project, remain 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 Indiana Project scope (including the scope of either section) may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Indiana Project, is intended to modify, limit, or otherwise constrain the environmental process or commit IFA or any other entity to undertake any action with respect to the Indiana Project, including any procurement for the final design and construction of the Indiana Project.

2.3. Permitting

With respect to the Indiana Project, once the ROD and the CE are obtained for the Indiana Portion and I-65 Project, respectively, IFA and INDOT intend to advance several key preconstruction environmental permits commensurate with the state of the

Indiana Project development, including: IDEM Rule 5, IDEM 401, USACE 404, and IDNR CIF.

Such list is not an exhaustive list of all permits required for the Indiana Project and Proposers are not entitled to rely upon such list.

Upon award, the Developer will generally be responsible for continuing to advance, obtain and maintain (including preparation of permit applications) all pending permits and obtain and maintain all other necessary regulatory, environmental, building and other permits (including any permit modifications) to develop, design, construct, finance, operate and maintain the Indiana Project. Developer's responsibility will include compliance with all NEPA commitments for mitigation and monitoring as set forth in the NEPA documents and all permit conditions included in any approvals, authorizations, determinations, and conditional permits. Developer will finalize all permit applications based on its proposed design and obtain final permits from the permitting agencies, including taking responsibility for any changes in permits and permit conditions arising out of the Developer's design. INDOT will support the Developer in coordination with environmental regulatory and permitting agencies. Except as otherwise required by law or set forth in the PPA, it is anticipated that INDOT will be the permittee on Indiana Project permits.

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

2.4. Toll Collection System Development and Operations and Maintenance

IFA is considering whether some or all of the design, installation, and integration of the toll collection system for the Indiana Portion, as well as toll collection system operations and maintenance (including back-office functions) (collectively, "Toll Work"), will be included in Developer's scope of work. If such Toll Work, or portion thereof, is included, Developer will be required to coordinate system design and toll collection operations and potentially with other facilities that may be identified in the RFP. The Indiana Portion will be tolled through a 100% all electronic tolling (including video) toll plaza-free open road system requiring no reduction in speed. If such Toll Work, or portion thereof, is included, the RFP will set forth the Toll Work requirements and specifications, including performance metrics, interoperability requirements and business rules.

2.5. ROW Acquisition

No ROW has been acquired for the Indiana Project as of the date of this RFQ. Following the ROD, IFA anticipates that INDOT will commence ROW acquisition and that portions of the ROW will be acquired (or access rights obtained) prior to award of

the PPA. No additional ROW is currently anticipated for the I-65 Project. To the extent that ROW 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 Developer.

2.6. Site Conditions

2.6.1. Geotechnical

INDOT has already performed certain geotechnical investigation work for the Indiana Project and certain historical geotechnical investigation work exists for the Indiana Project. Such work includes activities conducted on environmental resources such as wetlands, and historical/archaeological conditions. Additional geotechnical investigation work by INDOT is currently under way. IFA will make such historical and new information available to Short-Listed Proposers.

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

The Indiana Project is located within a region of the State that is subject to multiple types of loam soils as well as isolated pockets of peat and muck. The geotechnical investigations may denote the locations of some of these soil types, but it should not be assumed that the existence of these soils is limited to the areas of preliminary geotechnical investigation.

2.6.2. Utilities

INDOT has certain historical utility information for the Indiana Project and will make such information available to Short-Listed Proposers. INDOT is also currently undertaking additional utility investigation work which also will be made 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 RFP process, be asked to provide input on what, if any, additional utility investigation information may need to be collected. The Project Sponsors may decide to perform additional utility investigation based on the input received from Short-Listed Proposers during the RFP process.

2.6.3. Hazardous Materials

INDOT has certain hazardous materials information for the Indiana Project and will make such information available to Short-Listed Proposers. INDOT is also currently undertaking additional hazardous materials investigation work which also will be made available to Short-Listed Proposers. At this time, no material hazardous materials issues have been identified in the Indiana Project 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 may need to be collected. The Project Sponsors may decide to perform additional hazardous material investigation based on the input received from Short-Listed Proposers during the RFP process.

2.6.4. Hydrology

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

2.7. Third Parties

2.7.1. Railroad Companies

CSX and Norfolk Southern have rail lines and facilities that may be impacted by the Indiana Portion of the Indiana Project. Developer will be responsible for 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.

The RFP will provide further details regarding railroad coordination and the responsibility therefor.

2.7.2. Utility Companies

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

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

2.7.3. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include IDOT, Town Of Cedar Lake, IN, Town of Lowell, IN, City of Crown Point, IN, West Creek Township, IN, Cedar Creek Township, IN, Eagle Creek Township, IN, Lake County, IN, City of Wilmington, IL, Village of Peotone, IL, Village of Beecher, IL, Village of Elwood, IL, Village of Manhattan, IL, Village of Monee, IL, Village of Manteno, IL, Village of Grant Park, IL, Village of Channahon, IL, Village of Crete, IL, Village of Hazel Crest, IL, Village of Homewood, IL, City of Joliet, IL, Village of University Park, IL, Will County, IL, Kankakee County, IL, Chicago Metropolitan Agency for Planning (CMAP), Northwestern Indiana Regional Planning Commission (NIRPC) and FHWA, and it is anticipated that the Developer will play an active role in coordinating with these and other stakeholders. The RFP will set forth the parties' respective obligations for coordination with all governmental agencies and third-party stakeholders.

2.7.4. Other Due Diligence Activities

IFA is assessing if any additional information regarding site conditions or other due diligence beyond that which is provided in this Part A will be provided. The Short-Listed Proposers may, during the RFP process, be asked to provide input on this topic; however IFA and INDOT are under no obligation to provide such additional information.

2.8. Design and Construction Standards

IFA anticipates including in the RFP a set of project-specific standards and specifications, as well as a baseline project definition and configuration. The RFP may permit 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 federal and state mandated design and construction standards, as well as the Illiana Corridor Project definition set forth in the anticipated ROD.

2.9. Operations and Maintenance; Design-Build Contractor Warranties; Parent Guaranties

Developer will be responsible for performing operations and maintenance (routine and capital/life cycle) for the Indiana Project. Developer's design-build contractor may also be required to provide a warranty of the design and construction work for specified portions of the Indiana Project for a period specified in the PPA. Parent guaranties and warranty bonds from the design-build contractor may be required to support its obligations with respect to such warranties and work relating to such portions. Additional details regarding Developer's operations and maintenance responsibilities, as well as the obligations of the design-build contractor shall be set forth in the RFP.

3. INDIANA PROJECT FINANCING

3.1. Availability PPA

IFA intends to procure and deliver the Indiana Project under a design-build-finance-operate-maintain (“DBFOM”) model, with an availability payment structure.

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

3.2. Availability Payment Structure

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

- IFA will enter into a use agreement with INDOT that will provide that INDOT will pay for the use of the Indiana Project from an appropriation to be requested for each biennial fiscal period in an amount equal to the availability payments identified in the PPA.
- IFA may determine to pay Developer one or more milestone payments upon Developer’s achievement of specific milestones pertaining to construction of the Indiana Project. The amount of any milestone payments, the timing and manner of payment, and the relationship of such payments to the 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 of years prescribed in the PPA after substantial completion and after the Indiana Project is opened to traffic, 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 the Indiana Project, for other specified unavailability events or for failure by Developer to meet specific performance requirements and standards.

3.3. Public Funding; Milestone Payments

In addition to funds associated with, among other pre-award activities, ROW acquisition, preliminary engineering, the environmental process and the procurement process, it is currently anticipated that INDOT shall contribute an aggregate amount of \$60 million over three fiscal years. It is currently anticipated that all or a portion of such funds will

be paid to Developer through milestone payments. All of the foregoing funds from INDOT are subject to legislative appropriation by the State.

Additional details concerning milestone payments and the amounts and timing of any INDOT contributions to IFA for the Indiana Project shall be set forth in the RFP.

To the extent that payments under the PPA come from State or federal funds, Proposers should be aware that such state and federal funds shall be subject to legislative appropriation by the State of Indiana.

3.4. General; TIFIA and PABs

Except as described in this Part A, Section 3.3, Developer will be solely responsible for financing the Indiana Project; provided, however, that IFA expects to pursue the potential availability and use of federal programs, which may include the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) credit assistance and a private activity bonds (“PABs”) allocation (issued pursuant to Section 11143 of Title XI of SAFETEA-LU, which amended Section 142(a) of the Internal Revenue Code).

3.4.1. TIFIA

IFA has submitted a letter of interest to the TIFIA Joint Program Office (JPO) pursuant to MAP-21 guidelines. If IFA elects to pursue TIFIA, additional information shall be provided to the Short-Listed Proposers.

3.4.2. PABs

In addition to potential TIFIA assistance, IFA intends to apply for a PABs allocation to the Indiana Project 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 Proposer’s discretion. Further information regarding the process for obtaining a TIFIA commitment and a PABs allocation and regarding issuance by IFA of PABs as a conduit issuer will be provided to Short-Listed Proposers.

4. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP

4.1. Overview/Availability Payment P3 Agreement

IFA intends to enter into a PPA for the development, design, construction, finance, operation and maintenance of the Indiana Project. The anticipated availability payment concession structure will among other things, (a) obligate Developer to (i) design and construct the Indiana Project; (ii) invest and provide project financing; (iii) operate and maintain the Indiana Project, including performance of operations and maintenance activities on the I-65 Project during construction; (iv) potentially undertake some or all of the Toll Work; and (v) potentially provide a warranty (through the design-build contractor) of the design and construction work for portions of the Indiana Project; and (b) grant Developer the right to receive availability payments according to the agreed schedule for a period of up to approximately 35 years after substantial completion of the Indiana Project, under the terms and conditions specified by IFA in the PPA.

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

4.2. Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Indiana Project and the plan of finance for the Indiana Project 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 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 5.4. The Indiana Project is considered a major project by FHWA requiring major project review.

4.3. DBE Requirements

As the Indiana Project will use federal funds, IFA is required to apply the Disadvantaged Business Enterprises (“DBEs”) program requirements to all projects receiving federal dollars, including the Indiana Project. 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. Information regarding these requirements will be included in the RFP.

In responding to this RFQ, a Proposer is not required to include team members to satisfy DBE goals. Information regarding DBE requirements and goals for the Indiana Project 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 Indiana Project. Additional creative efforts to expand inclusion of other disadvantaged, minority- and women-owned firms and workers shall be encouraged.

4.4. Performance Security, Insurance and Indemnity

IFA anticipates that the PPA will require Developer and/or its lead contractor (i.e., Developer's team member with primary responsibility for construction of the Indiana Project; and if the lead contractor is a joint venture or other multi-party entity, then all members of such entity) to provide both payment and performance security and insurance coverage in connection with the construction work, and to indemnify, defend and hold the Project Sponsors and related entities and persons harmless against third party and other claims as specified in the PPA. Specific requirements for the performance and payment security (including the acceptable form and amounts thereof), insurance and indemnification will be set forth in the RFP and the PPA. IFA does not have the authority to provide a general indemnification to Developer.

5. DESCRIPTION OF PROCUREMENT PROCESS

5.1. Statutory Authority

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

5.2. Overall Process

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

IFA will evaluate the SOQs it receives in response to this RFQ and will 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 a scope of work for the Indiana Project. IFA will schedule one or more 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. Answers to questions that arise after the issuance of the final RFP may be addressed in the form of addenda.

Following receipt and evaluation of Proposals, IFA may select a 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. 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.

5.3. Payment for Work Product

IFA will offer to pay a stipend for work product in the amount of \$1,500,000 to each unsuccessful Short-Listed Proposer that submits a responsive and timely Proposal in exchange for ownership of the Proposal's work product and the ideas within.

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

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

5.4. Questions and Requests for Clarification; Addenda

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

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

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

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

IFA will provide responses to Proposer clarification requests within a reasonable time following receipt, subject to the deadlines set forth in this Part A, Section 1.7. IFA will post responses to those questions of general application and requests for clarifications which IFA deems to be material and not adequately addressed in previously provided documents on <http://www.in.gov/ifa/2763.htm> (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 shall be submitted only by a single representative of that Proposer, and must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

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

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

5.5. Project Documents

IFA has assembled certain documents and information relating to the Indiana Project (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. Except as otherwise specifically provided, neither Project Sponsor makes any representation or warranty as to the completeness of the list of available documents on the websites or the accuracy, utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in the RFP and PPA, Proposers shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk.

6. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

6.1. General

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

Subject to Part B, Volume 2, Section A, subsection b, SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations.

6.2. Format

Each responding Proposer shall submit one original and 15 copies (for a total of 16) of Volumes 1 and 3 of its SOQ, and one original and 8 copies (for a total of 9) of Volume 2 of its SOQ, for submission in (i) three loose-leaf three ring binders, contained, collectively, in one or more durable, sealed containers (with respect to the original SOQ and 8 copies consisting of three volumes) and (ii) two loose-leaf three ring binders, contained, collectively, in one or more durable, sealed containers (with respect to Volumes 1 and 3, for copy numbers 9 to 15). The original and 1 copy of Volume 2 shall contain original financial statement information for entities for which audited financial statements are prepared in a language other than English, but copy numbers 2 to 8 need only contain the English language translation of such audited financial statements. Each volume of the original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 15, as applicable, on its face and spine (and the copies containing financial information shall be specifically marked "Financial Information"). Each volume shall have the Proposer's name and volume number clearly marked on the face and spine.

If applicable (see Volume 2, Section A, subsection d), the original and Copy 1 of Volume 2 shall each contain the original, audited financial statements prepared in a language other than English together with their English language translations. Copies 2 through 15 of Volume 2 shall contain only the English language translations.

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

Proposer's "flash drive" or CDROM, or other physical conveyance of its electronic submission must be appended to Proposer's "Original" – Volume 1.

Submittals must be prepared on 8-1/2" x 11" sized white paper, except as noted below. Double-sided printing is requested. Each printed side shall be considered one page.

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. 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 page limit and need not be sequentially numbered:

- **Form A** and any letters required to be appended to **Form A**;
- **Form B-1**;
- the Executive Summary;
- the Confidential Contents Index;
- a table of contents
- the disclosures provided in response to Part B, Volume 1, Sections 1.10.1, 1.10.2, 1.10.3 and 1.11 (each of which should be provided in an appendix to Volume 1); and
- teaming agreements and summaries of teaming agreement key terms.

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 so long as the organizational charts, graphics and tables are legible.

Sequential numbering shall also be required in Volume 3, but not in Volume 2. Except for resume page limits, Volumes 2 and 3 (as described in Part B) do not have page limitations or type font size requirements.

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

6.3. Contents and Organization

Proposers must organize their SOQs in the order set forth in Part B. If a Proposer elects to include material in addition to the information specifically requested, such Proposer shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Proposers “tab” the contents of their SOQ to correspond to the volume, section, and subsection order and numbering system shown in Exhibit A.

6.4. SOQ Submittal Requirements

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

Request for Qualifications
Response to the Request for Qualifications to
Develop, Design, Build, Finance, Operate and Maintain the Indiana Portion of the Illiana
Corridor Project and the I-65 Added Capacity Project
through a Public-Private Partnership Agreement

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

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

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

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

SOQs must be submitted by 3:00 p.m. prevailing Eastern Time on the SOQ Due Date specified in this Part A, Section 1.7. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by IFA during normal business hours up to the SOQ Due Date and time specified.

Proposers are solely responsible for assuring that IFA receives their SOQs by the specified delivery date and time at the address listed above. IFA shall not be

responsible for any delays in delivery beyond the control of IFA, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

7. EVALUATION PROCESS AND CRITERIA

7.1. Responsiveness

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

7.2. Pass/Fail Evaluation

Following or in conjunction with evaluation of each SOQ for responsiveness, IFA will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under this Part A, Section 7.3.

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

(b) Proposer or lead contractor is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$100 million from an Eligible Surety, and (ii) either (A) a performance bond or bonds in the aggregate amount of \$100 million from an Eligible Surety or (B) a letter or letters of credit in the aggregate amount of \$100 million from a bank or financial institution having long-term, unsecured debt ratings of not less than “A-/A3” from one of the nationally-recognized rating agencies below (such bank or financial institution an “Eligible Financial Institution”). As used herein, an “Eligible Surety” is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at www.fms.treas.gov/c570/c570.html), rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group) or rated least A-, X or higher according to A.M. Best’s Financial Strength Rating and Financial Size.

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

(d) Proposer, Equity Members and the lead contractor (and if the lead contractor is a joint venture, consortium, partnership or other multi-party entity, then all

members of the lead contractor in the aggregate) have the financial capability to carry out the Indiana Project responsibilities potentially allocated to it as demonstrated by the materials provided in Volume 2 and Volume 3, Section B of the SOQ. An “Equity Member” means (i) each entity with a direct equity interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Proposer. 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) Proposer team has the development, design, construction, operations, and maintenance capabilities and capacity to carry out the Indiana Project responsibilities potentially allocated to it 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 Proposer’s ability to carry out the Indiana Project responsibilities potentially allocated to it in the PPA.

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

7.3. 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 project) is not an indication of weighting or importance.

7.3.1. Proposer Structure and Experience (80 Points Maximum)

The structure of the Proposer team and the background and experience of 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 Proposer and its individual team members with comparable projects (e.g., comparable scope and complexity), 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 Proposer's 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 Proposer, its individual team members, the management team and key personnel listed as required in Part B, Volume 3, Section C in working together.

Indiana 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.

7.3.2. Approach to Project (20 Points Maximum)

Proposer's approach to the Indiana Project (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 Project demonstrates:
- An understanding of and a sound approach to activities to be undertaken with respect to the development, design, and construction of the Indiana Project;
 - An understanding of the Indiana Project-specific risks and potential solutions (regardless of risk ownership) that may arise during the development, design, and construction phases; and
 - The ability to provide sufficient materials, equipment and qualified personnel to undertake Developer's anticipated obligations for the Indiana Project.

(b) The extent to which Proposer demonstrates an understanding of and sound approach to the operations, maintenance, and total life cycle costing of the Indiana Project, including Indiana Project-specific risks associated with operations, maintenance, and total life cycle costing of the Indiana Project and the performance of operations and maintenance activities on the I-65 Project during construction;

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

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

(e) The efficiency and effectiveness of Proposer's general approach to P3 contracting, integrating the Project Sponsors into project development and in structuring the roles and relationships of IFA/INDOT/Proposer/third parties.

7.4. SOQ Evaluation Procedure

IFA anticipates utilizing 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 Proposer or may request 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 sole 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 Proposer as well as other potential references not listed, including internal personnel of the Project Sponsors.

At the conclusion of this evaluation 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 INDOT, such professional and other advisors as IFA may designate. It is also anticipated that INDOT personnel may 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 Indiana Project and the State.

Each Proposer will be notified in writing via e-mail and a hard copy letter whether or not it has been selected for the short-list.

7.5. Changes in the Approach to the Indiana Project

IFA understands that as Proposers and IFA continue their individual and collective efforts to analyze and develop optimal development, design, construction, operations, maintenance and financing plans for the Indiana Project, it is likely that the approaches to such elements of the scope of work will change and evolve. IFA wishes to encourage that evolution and continued focus by Proposers on the best transportation solutions for the Indiana Project. Accordingly, it is IFA's intention to use the approach to the Indiana Project 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 Indiana Project in a way that renders the SOQ a misrepresentation of Proposer's intentions and capabilities.

7.6. Changes in Proposer Organization

Subject to the limitations herein, IFA may 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 Proposer team, in IFA's sole determination, less qualified to develop the Indiana Project. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without IFA's prior written consent:

- (a) Deletion, substitution or change in composition of a 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 Member of a Short-Listed Proposer, a guarantor of an Equity Member or 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).

7.7. 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.

8. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

8.1. Improper Communications and Contacts

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

The specific rules of contact are as follows:

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

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

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

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

except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by IFA's Public Finance Director, in her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, the PPA or the procurement or limit participation in public meetings or any public or Proposer workshop related to this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of IFA;

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

- Town Of Cedar Lake, IN
- Town of Lowell, IN
- City of Crown Point, IN
- West Creek Township, IN
- Cedar Creek Township, IN
- Eagle Creek Township, IN
- Lake County, IN,
- City of Wilmington, IL
- Village of Peotone, IL
- Village of Beecher, IL
- Village of Elwood, IL
- Village of Manhattan, IL
- Village of Monee, IL
- Village of Manteno, IL
- Village of Grant Park, IL

- Village of Channahon, IL
- Village of Crete, IL
- Village of Hazel Crest, IL
- Village of Homewood, IL
- City of Joliet, IL
- Village of University Park, IL
- Will County, IL
- Kankakee County, IL
- Chicago Metropolitan Agency for Planning (CMAP)
- Northwestern Indiana Regional Planning Commission (NIRPC)
- FHWA
- USDOT TIFIA Joint Program Office
- USDOT Secretary's Office
- USDOT Innovative Program Office
- Environmental, regulatory and permitting agencies
- Utilities
- Railroads (including Union Pacific, CSX, Norfolk Southern, Canadian National Railway and BNSF)

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 Indiana Project will be disseminated from IFA's office on agency letterhead. Any official

correspondence will be in writing and signed by either the RFQ Procurement Contact or IFA's Public Finance Director;

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

(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 letter of interest or 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 Indiana Project, any requests for a PABs allocation for the Indiana Project, any SEP-15 or other applications that may be submitted to FHWA or USDOT.

8.2. 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 Proposer submits any documents which Proposer believes are not subject to disclosure pursuant to the Public Records Act, it must conspicuously mark each document "CONFIDENTIAL" in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA to treat the entire SOQ as public information.

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

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

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

To the extent applicable, SOQs may also be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

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

8.3. Organizational Conflicts of Interest

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

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 Indiana Project or the procurement of the Indiana Project 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
- HNTB Indiana, Inc.
- ATC Group Services, Inc.
- American Structurepoint, Inc.
- Boomerang Ventures, LLC
- CPS Acquisitions, LLC
- Compass Rose Consulting, LLC
- Conveyance Group, Inc.
- Corradino, LLC
- Debbie L. Morris
- Dodd Title Corporation
- E.Valuations, LLC
- Earth Exploration, Inc.

- Franklin Property Matters, LLC.
- Hazeltine & Associate, Inc.
- J.F. New & Associates, Inc.
- K & S Engineers, Inc.
- Leitner and Associates, Inc.
- Metropolitan Abstracting Consultants, LLC
- Parsons Cunningham & Shartle Engineers, Inc.
- Professional Appraisal Services, LLC
- RWS South, Inc.
- Repp Real Estate Services, LLC
- Specialized Land Services, Inc.
- Stankoven and Company, Inc.
- Stephen J. Christian & Associates, P.C.
- TBE Group, Inc.
- Traynor & Associates, Inc.
- Vale Appraisal Group
- Woodco Enterprises, LTD
- AECOM
- Stantec
- Cardno JFNew
- Christopher B. Burke Engineering, LLC
- DLZ Indiana LLC

- Apex Consulting Engineers
- Ernst & Young Infrastructure Advisors, LLC
- Mayer Brown LLP
- Parsons Brinckerhoff, Inc.
- Aerometric
- The al Chalabi Group
- American Surveying & Engineering
- Eaton Hancock Associates
- GSG Consultants
- Howard R. Green
- Huff & Huff
- Images, Inc.
- JF New & Associates
- Sease, Gerig & Associates
- “Affiliates” of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity)

Such persons and entities are also prohibited from participating on a Proposer team as an Equity Member, 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, Proposer must make an immediate and full written disclosure to IFA that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, IFA may, at its discretion, disqualify Proposer. If an organizational conflict of interest that Proposer knew, or

should have known about, but failed to disclose exists and Proposer has entered into a PPA as 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.

8.4. Limitations on Proposer Team Membership

8.4.1. Prequalification and Licensing Requirements

Proposer will not be required to be licensed or prequalified by IFA or INDOT. However, Developer must be qualified to do business in the State and the lead contractor and lead engineer shall be properly licensed in accordance with the laws of the State at the time of the award. No Proposal will be invalidated by IFA if any of Proposer, lead contractor or lead engineer has not obtained the appropriate licenses in the State at the time Proposer submits its Proposal.

In addition, other members of Proposer team that will be undertaking work that requires an INDOT prequalification or an Indiana license must be prequalified and licensed prior to performing the applicable work assigned to such member. Prequalification and licensing requirements with respect to the submission of Proposals will be set forth in the RFP.

8.4.2. Participation on More Than One Proposer Team

To ensure a fair and competitive procurement process, Equity Members, 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 Member of a Proposer team that is not a Major Non-Equity Member. If a Proposer is not short-listed as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Equity Members and Major Non-Equity Members) are thereafter free to participate on Short-Listed Proposer teams, subject to the requirements of this Part A, Sections 7.6 and 8.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 8.4 may be disqualified from further participation as a Proposer for the Indiana Project.

8.4.3. Toll Collection System Integrators and Operators

As noted in this Part A, Section 2.4, IFA is considering including some or all of the Toll Work as part of the Indiana Project. Because such decision has not been made and because the market for independent toll collection system integrators and operators of electronic toll collection systems is small, teaming arrangements during this phase of the procurement may disproportionately affect the procurement to the detriment of IFA and the public, and may give certain Proposers a distinct and unfair competitive advantage over other Proposers. As a result, to ensure a fair procurement process, Proposers are prohibited from entering into exclusive teaming arrangements with independent toll collection system integrators and operators prior to the announcement of Short-Listed Proposers. In addition, no Proposer should include an independent toll collection system integrator or operator as a member of its team and the identity and experience of independent and affiliated toll collection system integrators and operators shall not be evaluated under this RFQ. Any Proposer that enters into an exclusive arrangement with an independent toll collection system integrator or operator, or identifies an independent toll collection system integrator or operator may, in IFA's sole discretion, be disqualified from consideration and not be eligible for short-listing. If included in Developer's scope of work, requirements relating to Toll Work shall be set forth in the RFP and the identity and experience of toll collection system integrators and operators may be considered or evaluated under the RFP. See also this Part A, Section 2.4.

9. PROTEST PROCEDURES; DEBRIEFINGS

9.1. Applicability.

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

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

9.2. Required Early Communication for Certain Protests.

Protests concerning the issues described in this Part A, Section 9.1(a) may be filed only after Proposer has informally discussed the nature and basis of the protest with IFA, following the procedures prescribed in this Part A, Section 9.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in this Part A, Section 5.5. The written request shall include an agenda for the proposed one-on-one meeting. IFA will meet with Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, IFA may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

9.3. Deadlines for Protests.

- (a) Protests concerning the issues described in Part A, Section 9.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than 5 business days after the addendum is issued.
- (b) Protests concerning the issues described in this Part A, Section 9.1(b) must be filed no later than 5 business days after receipt of the notification of non-responsiveness or that an SOQ has failed any of the pass/fail criteria set forth in this RFQ.

(c) Protests concerning the issues described in this Part A, Section 9.1(c) must be filed no later than 10 calendar days after the earliest of the notification of the short-list and the public announcement of the short-list.

9.4. Content of Protest.

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

9.5. Filing of Protest.

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

9.6. Comments from Other Proposers.

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

9.7. Burden of Proof.

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

9.8. Decision on the Protest.

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

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

9.9. Protestant's Payment of Costs.

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

9.10. Rights and Obligations of Proposers.

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

9.11. Debriefings

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

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- (c) Provide information on areas in which the unsuccessful Proposer's SOQ had weaknesses or deficiencies.

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

10. IFA RESERVED RIGHTS

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

- Modify the procurement process to address applicable law and/or the best interests of IFA and the State.
- Revise the scope, type, structure and specific terms of this procurement.
- Modify the procurement process described herein to address any concerns, conditions or requirements of FHWA.
- Modify the scope of the Indiana Project during the procurement process.
- Develop the Indiana Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If IFA is unable to negotiate a PPA to its satisfaction with a Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Indiana Project or exercise such other rights under the Statute and other provisions of State law, as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by IFA of a PPA, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 5.3 of this RFQ.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not 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 Short-Listed Proposer, and engage in negotiations with other than the highest ranked Short-Listed Proposer.
- Issue addenda, supplements and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ, regardless of whether the information or evidence was explicitly required by the RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Short-Listed Proposer without being bound by any provision in its Proposal.
- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal after the SOQ Due Date without IFA approval.
- Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ or RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from IFA.
- Add to the 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 any notice to proceed after execution of the PPA.
- Not pursue a TIFIA credit approval, a PABs allocation or pursue financing for the Indiana Project on behalf of Proposers or otherwise.

- Develop some or all of the Indiana Project itself.
- Exercise any other right reserved or afforded to IFA under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind IFA to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this Part A, Section 5.3, IFA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

PART B

Statement of Qualifications

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

VOLUME 1

Volume 1 of the SOQ shall contain the following:

General

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

(b) **Executive Summary:** An Executive Summary, not exceeding 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 Proposer's SOQ and its ability to satisfy the financial and technical requirements of the Indiana Project. The Executive Summary shall address why Proposer wants to become Developer.

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

shall such list be binding on IFA, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statute or IFA's responsibilities thereunder.

1. Proposer Structure and Experience

Proposers shall provide the following information relevant to qualifications of Proposer, its Equity Members, the lead or managing entity member of Proposer team, all Major Non-Equity Members and any other team members that 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 Proposer: (i) the lead engineering firm (if a consortium, partnership or any other form of a joint venture, all such members); (ii) the lead contractor (if a consortium, partnership or any other form of a joint venture, all such members); and (iii) the lead firm responsible for operations and maintenance (if a consortium, partnership or any other form of a joint venture, all such members). Proposer must identify all Major Non-Equity Members as defined above.

1.1. Proposer

Identify the legal name of Proposer. If the name is a "doing business as" (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Proposer and the state of its organization. If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

1.2. Equity Members

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

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

Identify all Major Non-Equity Members and any other team members that 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 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 SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Proposers shall not include more than one lead contractor or lead engineering firm (provided that the foregoing does not preclude the lead contractor or lead engineer from being a consortium, partnership or any other form of joint venture as otherwise contemplated in the RFQ). If the lead contractor or lead engineering firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis.

1.4. Management Structure

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

1.5. Form B-1 and Organizational Charts

Provide **Form B-1** (which may be attached as an appendix to Volume 1). Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements. A separate organizational chart covering key personnel shall also be provided.

1.6. Team Structure

Describe how Proposer team is structured and why it has been so structured. Explain how that structure will assure success for the Indiana Project 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 Proposer, Equity Members of 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 highways and interstates; in particular those with a construction value of \$200 million or more.
- ii. Permitting, coordination and oversight by U.S. federal agencies such as the Army Corps of Engineers and FHWA on environmentally sensitive transportation projects.
- iii. Design and construction of highways and interstates in urban corridors with significant maintenance of traffic issues and delivery under live traffic conditions, including high volumes of truck traffic.
- iv. Design and construction of highways and interstates on new terrain with significant maintenance of traffic issues.
- v. Design and construction of projects with significant erosion control management.
- vi. Design and construction of projects with significant soils issues related to loams, peats and mucks.
- vii. Design and construction of projects with unique hydrologic issues and water resource concerns.
- viii. Operation and maintenance of highway and interstate transportation projects delivered under a public-private partnership. including during the design and construction phase.
- 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 \$200 million or more.
- x. Success in financing project finance and public-private partnership projects (both equity and debt) with specific focus on comparable transportation infrastructure projects (particularly public-private partnership transportation projects for highways and interstates).
- xi. As to Proposer and its Equity Members only, participation as an Equity Member in availability payment concessions.
- xii. As to Proposer and its Equity Members 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 15 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 (measured from the date of issuance of this RFQ). 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 on such project to the Indiana Project and why that experience will provide value to IFA should Proposer be awarded the PPA. For projects listed in response to clauses (vii and viii) of this Part B, Volume 1, Section 1.7, also provide information on the equity investors (including percentage ownership), 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 1.8, provide in **Form D** the project name and contract number, owner's name, address, contact name and current e-mail address and telephone number, 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/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 1.8 by Equity Members, where such Equity Member acted in a role as a concessionaire/private partner/Equity Member 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 November 1, 2013, 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 all contact information is correct, and are advised that if any contact information provided is not current, IFA may elect to exclude the experience represented by that project in determining 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 1.8, 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 1.8.

1.9. Key Personnel

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

1.10. Legal Information

The following information regarding legal issues affecting 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 Proposer, any Equity Members and any Major Non-Equity Members that must be resolved in order to deliver the Indiana Project and perform its obligations under a PPA.

1.10.2. Legal Liabilities

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFQ) involving transportation projects in North America and those projects listed pursuant to Part B, Section 1.7 in which Proposer, any Equity Member, 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 telephone number (and e-mail address if available).

For purposes of this Section 1.10.2 and Section 1.10.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major 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 Member or any Major Non-Equity Member), and any Financially Responsible Party, that, (a) within the past five years (measured from the date of issuance of this RFQ) 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 contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a transportation project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major 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.

Include a similar list and description of all claims or disputes, if any, in connection with the projects included in the response to Part B, Section 1.7 and involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

With respect to the information solicited in this Part B, 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 Indiana Project Involvement

Provide a brief description of any prior work (past 5 years) 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 Indiana Project, or any portion thereof. 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 in response thereto.

2. Approach to Project

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

2.1. General Approach the Project

A description of Proposer’s conceptual plan to develop, design, construct, finance, operate and maintain the Indiana Project, including a discussion of life cycle cost analysis for alternatives, commitment of resources and the use of subcontractors and suppliers. The description shall include:

(a) A description of Proposer’s general approach to advancing Indiana Project development, including how Proposer team anticipates the allocation of responsibilities amongst its team members;

(b) An overview of Proposer’s general approach to the design, construction and operations and maintenance of the Indiana Project (including operations and maintenance during construction), including quality control/quality assurance and project oversight;

(c) A description of Proposer’s general approach to traffic management, health and safety, permit procurement, utility relocation and adjustment services, railroad coordination, environmental protection, and public relations;

(d) A description of 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; and

(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 Proposer, state how the lender or lead underwriter, as applicable, was selected and why the lender or lead underwriter, as applicable, was preferred (note Proposer is not required to select a lender or lead underwriter at this time).

2.2. Relationships, Roles and Responsibilities

A description of Proposer's view of the roles and responsibilities of IFA, Proposer and third parties in connection with the development, design, construction, financing, operation, maintenance of the Indiana Project (in terms of allocation of work, implementation/delivery, and long-term operations and maintenance). Describe Proposer's view of the optimal IFA/Proposer relationship and the anticipated nature of IFA participation sought by Proposer in connection with the Indiana Project and how that will achieve success. Identify what Proposer views as the most significant risks to the parties with respect to the development, design, construction, operation maintenance and financing of the Indiana Project, and how those risks can be addressed, mitigated or allocated in order to provide best value to IFA.

2.3. Availability of Resources

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

VOLUME 2

Volume 2 of the SOQ shall contain the following items.

Proposers shall package the information requested separately for each separate entity with a cover sheet identifying the name of the entity and its role in Proposer's organization (i.e., Equity Member, Financially Responsible Party, lead engineering firm, subcontractor, etc.).

Section A Financial Statements and Credit Ratings

Provide financial statements for Proposer, each Equity Member, lead contractor and each Financially Responsible Party (for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. For entities that are fund managers of an investment fund, provide the financial statements for the fund manager, the limited partnership(s) constituting the investment fund, and the general partner(s) of the investment fund.

Financial Statement information must include:

- i. Opinion Letter (Auditor's Report) for audited financial statements
- 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) for audited financial statements.

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, Proposer must include summaries of the Income Statements, Statement of Changes in Cash Flow 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 (or equivalent position or role) 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, then, subject to Part A, Section 6.2, 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 (a “Financially Responsible Party”) are provided to demonstrate financial capability of Proposer, Equity Members of Proposer, or lead contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer, Equity Member of Proposer or lead contractor, as applicable with respect to the Indiana Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Lead Contractor, then such Financially Responsible Party may, in the Department’s sole discretion, be required to guarantee the performance of the Lead Contractor.

Proposers shall note that IFA may, in its discretion based upon the review of the information provided, or Proposer’s form of organization, specify that an acceptable Financially Responsible Party is required as a condition precedent prior to short-listing. If the Developer’s lead contractor is a limited liability entity or a newly formed entity, a Financially Responsible Party must be identified and included with respect to the lead contractor’s

obligations relating to the Indiana Project (and all information required of Financially Responsible Parties must be provided).

For purposes of this subsection (e), (i) “parent company” means parent companies at any tier and (ii) “affiliate company” means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer, any Equity Member or any Major Non-Equity Member), and other financially liable or responsible parties for the entity.

- f. **Newly Formed Entity:** If Proposer, Equity Member 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 of such entity 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:** 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 8.
- i. **Credit Ratings:** Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

For entities that are fund managers of an investment fund, Proposer must provide a letter from the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the investment fund which certifies the following:

- The investment capacity of the fund (including supplemental information to the financial statements (as necessary) of the investment fund to positively

demonstrate the existence of existing and/or committed capital capacity for the Indiana Project, consistent with the likely equity investment and the Equity Member's responsibility to provide its share percentage. Examples of supplemental information include subscription agreements, letters from third party escrows holding deposits, etc.);

- 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.

To the extent that the entity cannot positively demonstrate the existence of existing and/or committed capital capacity for the Indiana Project, then IFA, in its sole discretion, reserves the right, but not the obligation, to request a guarantor, a Financially Responsible Party and/or additional Equity Members before or after the completion of IFA's evaluation of the SOQ.

Section B Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for Proposer, each Equity Member, 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 (or equivalent position or role) 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 Indiana Project 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 Proposer, each Equity Member, 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 executive officer, chief financial officer or treasurer (or equivalent position or role).

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 Indiana Project 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 downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- 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 (or equivalent position or role) 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 Proposer, Equity Members 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 (or equivalent position or role) 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 Proposer, each Equity Member of Proposer, each Major Non-Equity Member and each Financially Responsible Party.

Section B Surety or Bank/Financial Institution Letter

A letter from an Eligible Surety indicating that Proposer team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$100 million, as evidence of Proposer's or lead contractor's bonding capacity. Letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated Proposer's (and, if applicable, lead contractor's) backlog and work-in-progress in determining its bonding capacity.

As an alternative to including the performance bond in the bonding surety letter required by this section, Proposer may submit a letter from an Eligible Financial Institution indicating a willingness, without conditions or qualifications, to issue a letter or letters of credit for Proposer or lead contractor as account party in an aggregate stated amount of \$100 million at the time of the SOQ submission. If a bank/financial institution letter is provided, Proposer must also provide a bonding surety letter for the payment bond(s) 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 Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Eligible Surety's or Eligible 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 Indiana Project.

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 Members are acceptable, as is a single letter covering all Equity Members of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$100 million amount that the Eligible Surety and/or Eligible 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 Indiana Project. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by IFA for the Indiana Project, require payment and performance bond and/or letter of credit amounts in excess of the \$100 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 Proposer’s management team (including any individual who is listed in an organizational chart at a level equal or higher than the individuals described in clauses (i) through (iii) above);
- v. Unless included in response to clauses (i) through (iv) above, Proposer shall include the individuals proposed for the following job positions:
 - Construction Manager;
 - Lead Engineer;
 - Operations and Maintenance Manager;
 - Quality Manager; and
 - Maintenance of Traffic (MOT) Manager.

Each resume shall state the specific role(s) above that the proposed “Key Person” would be fulfilling for the Indiana Project.

Three references (no more than one per project) 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 (measured from the date of issuance of this RFQ), Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past five years (measured from the date of issuance of this RFQ); (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five years (measured from the date of issuance of this RFQ) so that the number of references equals three in total. References for each individual shall be placed on that individual's respective resume.

References shall be previous owners or clients with which the identified personnel have worked within the past five years (measured from the date of issuance of this RFQ) and shall include the name, position, company or agency, project name and performance time period, and current postal and e-mail addresses and telephone number. 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 Indiana Project.

While IFA recognizes personnel availability and scheduling issues impact 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 Indiana Project for the positions identified.

Note that in order for a Proposer to remain qualified to submit a Proposal after it has been placed on the shortlist, the Proposer's key personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the PPA Documents), unless otherwise approved in writing by IFA. If a Proposer wishes to make changes in key personnel identified in its SOQ, the Proposer shall submit to IFA a written request for IFA's approval of the change as soon as possible but in no event later than the date and time to be set forth in the RFP. Proposer may not make any changes in any key personnel identified in its SOQ after this deadline, except for unusual circumstances beyond its control, in which case IFA, in its sole discretion, will consider such requests.

Requests to change key personnel identified in this SOQ shall be transmitted to the RFQ Procurement Contact identified in Part A, Section 4.5, and shall include the

information requested for the corresponding key personnel in the RFQ. The Proposer shall submit an original and five copies of each such request package.

IFA will review requests to implement changes in key personnel identified in this SOQ very carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain IFA's approval for such changes in key personnel during the procurement process 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: Ms. Silvia Perez

The undersigned ("Proposer") submits this Statement of Qualifications (this "SOQ") in response to the Request for Qualifications dated _____, 2013 (as amended, the "RFQ"), issued by the Indiana Finance Authority ("IFA") to develop, design, construct, finance, operate and maintain the Indiana Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

- Volume 1: Transmittal Letter (this **Form A**), Executive Summary, Confidential Contents Index, Proposer Structure and Experience (including **Forms B-1, D and E**) and Approach to Project;
- Volume 2: Financial Qualifications, **Form F**; and
- Volume 3: **Forms B-2 and C**, Surety/Financial Institution Letter(s), Personnel Qualifications

Proposer acknowledges access to all materials posted on the Website 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 Indiana Project procurement process will be borne solely by Proposer, except, to the extent of any payment offered by IFA for work product, as described in Part A, Section 5.3 of the RFQ.

Proposer 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

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

[Insert Proposer name]

By: _____

Print Name: _____

Title: _____

FORM B-1 – PROPOSER TEAM SUMMARY*

PROPOSER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR EQUITY MEMBER(S) <i>(Duplicate for each Equity Member)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR NON-EQUITY MEMBER <i>(Duplicate for each Major Non-Equity Member)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FINANCIALLY RESPONSIBLE PARTY <i>(Duplicate for each Financially Responsible Party)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FORM B-2

**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.

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

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

By: _____ Print Name: _____

Title: _____ Date: _____

[Please make additional copies of this form as needed.]

FORM C

CERTIFICATION

Proposer: _____

Name of Firm: _____

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

Yes No

If yes, please explain:

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

Yes No

If yes, please explain:

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

Yes No

If yes, please explain:

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

Yes No

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

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

Yes No

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

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

Yes No

If yes, please explain:

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

Yes No

If yes, please explain:

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

Yes No

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

* The term "affiliate" has the meaning set forth in Part B, Section 1.10.2 of this RFQ.

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

By: _____

Print Name: _____

Title: _____

Date: _____

FORM D

PROJECT INFORMATION

Entity Involved (e.g., Proposer, Equity Member, Major Non-Equity Member), 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 e-mail address and phone number.
- (2) Provide financing value if the entity's role involved financing (for foreign currency transactions, use 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) 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 Member that will be future Equity Member 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 that reached financial close.
- (c) List only projects where the equity owner held at least 20% of equity ownership in the project at the time of financial close.

COMPANY NAME	PROJECT NAME AND LOCATION	FINANCING SIZE (1), (2)	DEBT AMOUNT & SOURCES (2), (3), (4)	DATE OF FINANCIAL CLOSE	START DATES	% OF WORKS COMPLETED BY May 1, 2013	LEVEL OF COMPANY'S PARTICIPATION (5)	TYPE OF CONCESSION/PPP (6)
<i>Example Entry:</i> 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) Financing 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) Inclusive of any TIFIA facility, Private Activity Bonds, and loans from multilateral institutions (e.g., the European Investment Bank, European Bank for Reconstruction and Development, etc.)
- (5) 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.
- (6) 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 MEMBERS, LEAD CONTRACTOR AND ANY FINANCIALLY RESPONSIBLE PARTY FOR FINANCIAL YEARS 2010, 2011 AND 2012 (1)**

(IF AN EQUITY MEMBER 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 MEMBER	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)
<i>Example Entry:</i> Financiers Corp.	Equity Member	\$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, Treasurer (or equivalent position or role) 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 DBFOM contracts for transportation projects.
- (3) Excludes goodwill and intangibles.
- (4) Long Term Liabilities / Net Worth

**EXHIBIT A
SOQ SUBMITTAL OUTLINE**

SOQ Component	Form (if any)	RFQ Section Cross-Reference
VOLUME 1 – <i>Submit 1 original and 15 copies of Volume 1</i>		
1. General		
(a) Transmittal Letter	Form A	Part B, Volume 1, General, (a)
(b) Executive Summary (not to exceed 8 pages)	--	Part B, Volume 1, General, (b)
(c) Confidential Contents Index	--	Part B, Volume 1, General, (c)
2. Proposer Structure and Experience		
(a) Proposer	--	Part B, Volume 1, Section 1.1
(b) Equity Members	--	Part B, Volume 1, Section 1.2
(c) Major Non-Equity Members and Other Identified Non-Equity Members	--	Part B, Volume 1, Section 1.3
(d) Management Structure	--	Part B, Volume 1, Section 1.4
(e) Proposer Team Summary	Form B-1 (may be attached as an appendix)	Part B, Volume 1, Section 1.5
(f) Organization Chart – Proposer Structure	--	Part B, Volume 1, Section 1.5
(g) Organization Chart – Key Personnel	--	Part B, Volume 1, Section 1.5
(h) Team Structure	--	Part B, Volume 1, Section 1.6
(i) Relevant Experience	--	Part B, Volume 1, Section 1.7
(j) Project Information	Form D (may be attached as an appendix)	Part B, Volume 1, Section 1.8
(k) Concession and P3 Experience	Form E (may be attached as an appendix)	Part B, Volume 1, Section 1.8
(l) Key Personnel	--	Part B, Volume 1, Section 1.9
(m) Legal Information		
(i) Legal Issues	--	Part B, Volume 1, Section 1.10.1
(ii) Legal Liabilities	--	Part B, Volume 1, Section 1.10.2
(iii) Legal Proceedings	--	Part B, Volume 1, Section 1.10.3

SOQ Component	Form (if any)	RFQ Section Cross-Reference
3. Approach to Project		
(a) General Approach to the Project	--	Part B, Volume 1, Section 2.1
(b) Relationships, Roles and Responsibilities	--	Part B, Volume 1, Section 2.2
(c) Availability of Resources	--	Part B, Volume 1, Section 2.3
VOLUME 2 – Submit 1 original and 8 copies of Volume 2		
1. Financial Statements and Credit Ratings	--	Part B, Volume 2, Section A
2. Additional Financial Information		
(a) Material Changes in Financial Condition	--	Part B, Volume 2, Section B
(b) Off-Balance Sheet Liabilities	--	Part B, Volume 2, Section C
(c) Financial Qualifications- Summary of Financial Information	Form F	Part B, Volume 2, Section D
VOLUME 3 – Submit 1 original and 15 copies of Volume 3		
1. Information Regarding Proposer, Equity Members, Major Non-Equity Members and Financially Responsible Parties	Form B-2	Part B, Volume 3, Section A
2. Certification	Form C	Part B, Volume 3, Section A
3. Surety or Bank/Financial Institution Letter	--	Part B, Volume 3, Section B
4. Personnel Qualifications		
(a) Resumes – Key Personnel (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section C
(b) Resumes – Other Members of Proposer’s Management Team (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section C
(c) Written commitment statements from employers	--	Part B, Volume 3, Section C