

EXHIBIT A

DEFINITIONS AND ACRONYMS

“Addenda/Addendum” means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

“Affiliate” means with respect to any referenced Person:

- (a) another Person, at any tier, that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with (to include by way of joint venture or partnership) the referenced Person (or any of its members, partners or shareholders holding a 10% or greater interest in such Person); and
- (b) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by
 - (i) the referenced Person,
 - (ii) any of the referenced Person’s members, partners or 10% or greater shareholders, or
 - (iii) any Affiliate of such referenced Person.

For purposes of this definition the term "control" means a Controlling Interest.

“Alternative Technical Concept” or **“ATC”** has the meaning set forth in ITP Section 3.1.

“Concept ATC” means a conceptual ATC which meets the requirements of ITP Section 3.2.

“Confidential” has the meaning set forth in ITP Section 2.3.1.

“Controlling Interest” means an interest held by a Person in another Person, when (a) such Person holds, directly or indirectly, beneficially or of record, a majority of the voting rights in such other Person; or (b) such Person possesses, directly or indirectly, the power to cause the direction of the management of such other Person, whether through voting securities, by contract, family relationship or otherwise.

“Cost and Pricing Data” means detailed back-up information regarding the basis for Proposer’s cost estimates for development, design, construction, operations, and maintenance of the Project. Cost and Pricing Data shall include supporting data, technical memoranda, calculations, formulas, unit and materials prices (if applicable) and such other cost, charge and fee information used by Proposer in the creation and derivation of its Proposal, including copies of all offers and all data and information received from all Subcontractors (at all tiers) identified in the Proposal and any other

potential Subcontractors that provided data and information used as the basis for the Price Proposal and the Contract Price.

“Design-Build Contractor” means the successful Proposer that enters into the PPA with IFA pursuant to this RFP. See also ITP Section 1.1.

“Equity Member” means (i) each member of a joint venture; (ii) each general partner of a limited or general partnership; (iii) each managing member of a limited liability company; (iv) each entity holding an equity interest in the Proposer entity if the Proposer entity was formed less than one year prior to the Proposal Due Date; (v) each entity proposed to holding an equity interest in the Proposer entity if the Proposer entity is not yet formed as of the Proposal Due Date; and (vi) each other entity with a Controlling Interest in Proposer (whether as a member, manager, partner, shareholder, joint venture member or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, shareholders with less than a 10% interest in the entity shall not be considered Equity Members, unless the shareholders have a Controlling Interest.

“Escrowed Proposal Documents” or **“EPD”** shall have the meaning set forth in ITP Section 5.12.1(a).

“Execution Documents” shall have the meaning set forth in ITP Section 6.1.1.

“Financially Responsible Party” means the parent company, Affiliate, or other entity whose financial statements that Proposer provides to demonstrate the financial capacity of Proposer and/or an Equity Member.

“Guarantor” means the ultimate parent of Proposer (or its Equity Members) or another entity(ies) acceptable to IFA that will guarantee all the obligations of a Proposer or an Equity Member under the PPA Documents.

“IFA” means the Indiana Finance Authority.

“Indiana Design Manual” means the Indiana Design Manual, as may be updated from time to time.

“INDOT” means Indiana Department of Transportation.

“Instructions to Proposers” or **“ITP”** means the documents, including exhibits and forms in Exhibit D, included in this Volume I of this RFP containing directions for the preparation and submittal of information by Proposers in response to this RFP. See also ITP Section 1.1.

“Key Personnel” means those personnel identified in Section 3.2.5 of Exhibit B and Form E of the ITP.

“Lead Engineering Firm” shall mean the entity with primary responsibility for design of the Project (which entity may be a consortium, partnership or any other form of joint venture).

“Major Participant” means each Equity Member as well as the following team members: (a) the lead construction firm (if not Proposer); (b) the Lead Engineering Firm (if not Proposer); (c) each Subcontractor that will perform work valued at 10% or more of the construction work; (d) each subconsultant that will perform 30% or more of the design work; and (e) any team member that is required for Proposer team to satisfy the INDOT Prequalification Work Type Certification requirements set forth in clauses (c)(i) through (c)(iv) in ITP Section 1.13.

“Non-Collusion Affidavit” means the affidavit, executed by or on behalf of Proposer, its Equity Members and any Major Participant that is on more than one Proposer team (as permitted by ITP Section 2.9.4), delivered with its Proposal and conforming to Form F to the ITP.

“NTP + 180 Schedule” means a logic-based, detailed critical path method schedule covering the period of 180 days following issuance of NTP.

“Post-Selection Deliverables” has the meaning set forth in ITP Section 5.12.1.

“Preferred Proposer” means the apparent best value Proposer, as evidenced by being the highest scoring Proposer based on the best value determination pursuant to ITP Section 5.3.

“Preliminary DBE Project Plan” means the plan submitted pursuant to Section 3.2.17 of Exhibit B to the ITP.

“Preliminary Design-Build Plan” means the plan submitted pursuant to Section 4.2 of Exhibit B to the ITP.

“Preliminary Performance Plans” means the Preliminary Project Management Plan and the Preliminary Design-Build Plan.

“Preliminary Project Baseline Schedule” means the Project schedule for design and construction required to be submitted with the Proposal and meeting the requirements set forth in Section 4.1.2(a) of Exhibit B to the ITP.

“Preliminary Project Management Plan” means the plan submitted pursuant to Section 4.1 of Exhibit B to the ITP.

“Preliminary Quality Management Plan” means the plan submitted pursuant to Section 4.1.3 of Exhibit B to the ITP.

“Preliminary Transportation Management Plan” means the plan submitted pursuant to Section 4.2.1 of Exhibit B to the ITP.

“Pre-Proposal Submittals” has the meaning set forth in ITP Section 2.10.1.

“Price Proposal” means that part of the Proposal described in Exhibit C of the ITP.

“Price Proposal Evaluation Committee” or **“PPEC”** means the committee that performs the review and evaluation of the Price Proposal as set forth in ITP Section 5.2.

“Price Proposal Score” means the score for evaluation of the Price Proposal Score as determined pursuant to ITP Section 5.3.2.

“Project” has the meaning set forth in ITP Section 1.1, as more fully defined in the PPA Documents.

“Project Sponsors” means, collectively, IFA and INDOT.

“Project Sponsors’ Authorized Representative” has the meaning set forth in ITP Section 2.2.1.

“Proposal” shall have the meaning set forth in ITP Sections 1.1 and 1.9.1.

“Proposal Bond” shall have the meaning set forth in Section 3.1 of Exhibit C to the ITP.

“Proposal Due Date” means the deadline for submission of Proposals identified in ITP Section 1.8.1.

“Proposal Letter” means the letter, executed by or on behalf of Proposer, delivered with its Proposal and conforming to Form A to the ITP.

“Proposal Revision” has the meaning set forth in ITP Section 5.9.

“Proposal Security” means a certified check in the amount of \$25 million payable to IFA or the proposal bond as described in Section 3 of Exhibit C to the ITP.

“Proposer” means the entity submitting a Proposal for the Project in response to this RFP.

“Proposer Authorized Representative” has the meaning set forth in ITP Section 2.2.2.

“Public Information Plan” means the plan submitted pursuant to Section 4.1.6 of Exhibit B to the ITP.

“Public-Private Agreement” or **“PPA”** has the meaning set forth in ITP Section 1.1.

“Request for Qualifications” or **“RFQ”** means IFA’s Request for Qualifications issued on July 26, 2019, as amended.

“Request for Proposals” or **“RFP”** means the set of documents identifying the Work to be performed and materials to be furnished to which a Proposer may be submit a Proposal in response. The RFP includes the ITP, PPA Documents, and Reference Information Documents. The RFP is issued only to Short-Listed Proposers. See also ITP Section 1.1.

“RFP Documents” has the meaning set forth in ITP Section 1.6.

Setting Date has the meaning set forth in ITP Section 1.8.1.

SharePoint Site has the meaning set forth in ITP Section 1.6.

Short-Listed Proposer means a Proposer shortlisted by IFA on October 11, 2019, based on IFA's evaluation of SOQ's delivered to IFA on September 13, 2019 in response to the RFQ.

Stakeholder means any of the entities listed in ITP Section 2.2.3(d).

State means State of Indiana.

Statement of Qualification or "**SOQ**" means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by IFA. See also ITP Section 1.1.

Stipend Agreement means the agreement entered into between IFA and Proposer and in the form of Form N to the ITP.

Surety means the individual or entity committing to provide any of the bonds identified in this RFP.

Technical Proposal means that part of the Proposal described in Exhibit B of the ITP.

Technical Proposal Evaluation Committee or "**TPEC**" means the committee that performs the review and evaluation of the Technical Proposal as set forth in ITP Section 5.2.

Technical Proposal Score means the score for evaluation of the Technical Proposal as determined pursuant to ITP Section 5.3.1.

Total Project Duration means the number of days proposed at Form L.

Total Proposal Score means the score for evaluation of the Proposal as determined pursuant to ITP Section 5.3.

Website has the meaning set forth in ITP Section 1.1.

For definitions of other initially capitalized terms, see Exhibit 1 of the PPA.

EXHIBIT B

TECHNICAL PROPOSAL INSTRUCTIONS

1. General Instructions

This Exhibit B describes the submission format for Technical Proposals and outlines the required information that will comprise a Technical Proposal.

Proposers shall submit the information required by this Exhibit B in the organization and format specified herein. The Technical Proposal shall be organized in the order listed in Exhibit E (except for appendices that may be included in the appropriate volume), and shall be clearly indexed. Each component of the Technical Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit D unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

Evidence of signature authority shall be provided for all individuals signing forms. Item C on page 7 of Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories. Place all authorizations in a single, tabbed section in an appendix.

2. Format

The Technical Proposal shall be limited to an aggregate of 70 pages (if double-sided, 35 sheets), plus the Executive Summary, resumes, appendices, and exhibits containing required forms, graphs, matrices, drawings, and other pertinent data. The materials required by Section 3.1 through Section 3.3 of this Exhibit B and in any required appendix shall not be included in the 70 page limit).

The Technical Proposal shall be contained in two volumes: Volume 1-Executive Summary, Administrative Materials and Forms and Volume 2-Preliminary Performance Plans. Appendices, as applicable, may be included in the volumes or in separate binders.

3. Contents of the Technical Proposal

The required contents and organization of the Technical Proposal are presented in this Exhibit B and summarized in the Proposal checklist provided in Exhibit E. Proposers must provide all the information set out in this Exhibit B. A copy of the checklist for the Technical Proposal shall be included in each volume of the Technical Proposal. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal. The Technical Proposal shall not contain any information relating to pricing, the Price Proposal or Project development costs.

The Technical Proposal shall consist of the following major elements:

- (a) Executive Summary (in Volume 1);
- (b) Proposer Information, Certifications, and Documents (in Volume 1, unless otherwise noted);
- (c) Preliminary Performance Plans (in Volume 2, unless otherwise noted).

3.1 Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposal and Proposer's ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not exceed 6 single-sided pages. The Executive Summary shall not include any information regarding pricing or the Price Proposal. It shall, at a minimum, include the following:

- (a) An explanation of the organization and contents of the Proposal;
- (b) A summary of any changes to the information submitted in Proposer's SOQ;
- (c) A summary of Proposer's organization, Equity Members, Major Participants and Key Personnel, including identification of any approved changes in any of the foregoing since submission of the SOQ;
- (d) A summary of the proposed management, decision making, and day-to-day operation structure of Proposer, and a statement that each Major Participant who is not an Equity Member has committed to provide the specified people;
- (e) A summary of the Preliminary Project Management Plan;
- (f) A summary of Proposer's approach to addressing environmental sensitivity, safety, traffic management, and construction staging;
- (g) A summary of Proposer's approach to satisfying the applicable DBE requirements;
- (h) A summary of any innovative concepts and approved ATCs included (including the listing of the ATC number);
- (i) A summary describing Proposer's approach for working with the Project Sponsors and third parties, including the approach to resolving conflicts; and
- (j) A summary of Proposer's conceptual Project schedule, anticipated milestones for development, design and construction of the Project.

Each Proposer shall attach to the Executive Summary the following two organization charts:

- (1) A table indicating the roles of the Equity Members and Major Participants (other than Equity Members) and their shares of ownership of any joint venture or other entities; and
- (2) A table showing the relationship among Proposer, any Equity Members, any Guarantors and Financially Responsible Parties and their respective current and planned shares of ownership in Proposer or of any joint venture or other entities comprising Proposer.

These charts will not be counted towards the page limit for the Executive Summary.

The Executive Summary shall be contained in Volume 1.

3.2 Proposer Information, Certifications and Documents

All materials in Section 3.2 shall be contained in Volume 1 unless otherwise noted.

If a form required hereunder calls for execution or information concerning a Major Participant and that Major Participant is a consortium, partnership or joint venture, the form must be provided for both the consortium, partnership or joint venture entity, as well as the individual members of the consortium partnership or joint venture; provided, however, that execution of the form, if required, on behalf of the consortium partnership or joint venture need only be by an authorized signatory of the consortium partnership or joint venture.

3.2.1 Proposal Letter

The Proposal shall include the Proposal Letter (Form A). Proposer shall attach to the Proposal Letter evidence of authorization to execute and deliver the Proposal, the PPA and all other documents required to be executed by Proposer or Design-Build Contractor in connection with the PPA and award of the PPA, and shall identify its authorized representative(s). If Proposer is a consortium, partnership or any other form of joint venture, then the Equity Members of Proposer may each execute a single document authorizing a nominated and identified representative to execute documents on each of their behalves in respect of Proposer.

3.2.2 Information About Proposer, Major Participants and Subcontractors

The Proposal shall include a completed chart on Form B-1, including the names, contact information, role in organization, licensing information, and description of work (if applicable) for Proposer and Equity Members.

The Proposal shall include a completed Form B-2 providing information about Proposer, its Major Participants and proposed Subcontractors as specified in the Technical

Proposal. A separate Form B-2 shall be provided for Proposer and each Equity Member, Major Participant, and proposed Subcontractor.

The Proposal shall include a completed Form B-3 providing information regarding (i) each Major Participant (excluding Equity Members that do not fall into clauses (a) through (e) of the definition of Major Participants); and (ii) all other Subcontractors identified by Proposer as of the Proposal Due Date, including those included in Proposer's SOQ.

The Proposal shall include copies of organizational documentation described in pages 6 through 7 of Form A for Proposer and Equity Members, as well as other documentation required by Form B-2. If any modification to the organizational documents for such entity is contemplated prior to award or, if Proposer intends to form an affiliated entity to be Design-Build Contractor, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in pages 6 through 7 of Form A) for such proposed entity.

If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed partnership, joint venture or teaming agreement or, if the entities making up Proposer have not executed a partnership, joint venture or teaming agreement, a summary of the key terms of the anticipated agreement.

If the Design-Build Contractor is to be a consortium, partnership (other than a limited partnership) or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each Equity Member and any other member who will make up the Design-Build Contractor indicating they will accept joint and several liability for the Design-Build Contractor's obligations under the PPA Documents. If the Design-Build Contractor is to be a limited partnership, the Proposal shall contain a letter signed by each general partner indicating they will accept joint and several liability for the Design-Build Contractor's obligations under the PPA Documents. If the Design-Build Contractor is not a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, such a letter shall not be required.

The Proposal shall contain executed contracts, or if a contract has not been executed, detailed, signed term sheets or heads of terms outlining the key commercial and required contract terms between Proposer and Lead Engineering Firm.

The contracts, term sheets, and/or heads of terms shall include the respective parties' agreed positions on the following minimum commercial terms: scope of work, completion deadlines under the contract, warranties, payment provisions, liquidated damages, limitations on or exclusions from the Subcontractor's liability, bonds, bank and/or corporate guarantees, security package, and insurance. Any pricing information shall be specifically redacted from such documents.

3.2.3 Responsible Proposer and Major Participant Questionnaire

The Technical Proposal shall include a Form C-1, a (Proposer, Equity Member, Major Participant and Financially Responsible Party Questionnaire), which is substantially the same form as the Form C-1 provided in Proposer's SOQ.

Form C-1 shall be provided in one of two ways: (a) a Proposer may provide it on its own behalf and on behalf of Equity Members, other Major Participants, and any Financially Responsible Party (each a “firm” for purposes of Form C-1), or (b) by Proposer (on its own behalf) and individually by each of the Equity Members, other Major Participants, and any Financially Responsible Parties.

The form executed by a Proposer shall be signed by the same individual(s) who signed the Proposal Letter. The forms signed by Equity Members, other Major Participants, and Financially Responsible Parties shall be signed by an authorized representative of such Equity Member, other Major Participants, or Financially Responsible Parties as applicable, and the Technical Proposal shall include evidence of signature authorization for such individual(s).

3.2.4 Industrial Safety Record

The Proposal shall include an industrial safety record on Form D for Proposer, each Equity Member and each Major Participant of a Proposer’s team that will perform or supervise installation and/or construction on the Project. If any such entity does not have an industrial safety history (for example if the firm is newly formed), Form D is not required for such entity, but a statement shall be provided explaining why the form is not included. If any such entity does not have an industrial safety history for as long as indicated in Form D, Form D is required for such entity for the applicable years, but a statement shall be provided explaining why all years on the form are not included. Should any of these parties have been a member of a joint venture on past projects, the safety record of the joint venture in full shall be included as part of Form D.

3.2.5 Key Personnel

The Technical Proposal shall contain copies of resumes for all Key Personnel listed in this Section 3.2.5 of this Exhibit B. Resumes must contain the individual’s qualifications and relevant work experience. For each project cited, the resume must name the corresponding firm for which the individual worked when assigned to the project, and the number of years the individual worked on that identified project. Resumes shall be contained in the appendix to Volume 2.

Key Personnel:

- Project Manager;
- Design Manager;
- Structural Design Lead Engineer;
- Roadway Design Lead Engineer;
- Construction Manager;
- Design-Build Coordinator;

- Design Quality Manager;
- Construction Quality Manager;
- Maintenance of Traffic Design-Build Coordinator;
- Environmental Compliance Manager;
- Utility Coordination Manager;
- Safety Manager; and
- Project Scheduler.

The Technical Proposal shall identify the Key Personnel and shall include Form E (Personnel Work Assignment Form and Commitment of Availability) identifying personnel work assignments, as well as a statement signed by Proposer and the employer of each designated Key Personnel, committing to maintain such individual's availability for and active involvement in the Project. The Technical Proposal shall contain written confirmation that the Key Personnel will be available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA. Refer to Section 7.3 of the PPA and Section 1.3 of the Technical Provisions for information regarding time commitment requirements and limitations for Key Personnel and IFA's rights if it is determined that any such personnel are not devoting sufficient time to the prosecution and performance of the Work.

The Technical Proposal shall contain, for each of the above named Key Personnel, the resumes for those Key Personnel that IFA ultimately approved that were submitted as part of the Pre-Proposal Submittal process.

Form E shall be signed by Proposer and the employer of each of the Key Personnel.

A Proposer may not make any changes in its Key Personnel identified in its SOQ except as provided in ITP Section 2.10.2.

3.2.6 Letter Regarding Pre-Proposal Submittals

The Proposal shall include the following:

- (a) If a Proposer's organization, any Equity Member or Major Participant has changed since submission of the SOQ, Proposer shall specifically describe such changes and, if applicable, include a copy of IFA's approval letter provided under ITP Section 2.10.2;
- (b) IFA's approval letter of the Key Personnel provided under ITP Section 2.10.3; and

- (c) IFA's approval letter(s) regarding any ATCs used by Proposer in the Proposal provided under ITP Section 3.4 and copies of those ATCs and any associated revisions or clarifications that were submitted to the Project Sponsors in connection with the approval or conditional approval thereof. Proposer is to redact any pricing or cost savings information.

3.2.7 Non-Collusion Affidavit

The Proposal shall include Form F, certifying that the Proposal is not the result of and has not been influenced by collusion.

Form F shall be executed by Proposer (i.e., the individual who signed the Proposal Letter on behalf of Proposer) and the official representative of each Equity Member and any Major Participant that is on more than one Proposer team (as permitted by ITP Section 2.9.4), each such entity on its own behalf.

3.2.8 DBE Certification

The Proposal shall include Form G (DBE Certification) confirming that Proposer will obtain DBE commitments equal to or exceeding the DBE participation goal or will exercise good faith efforts to meet the goal and shall substantiate and document its good faith efforts. This Certification shall apply to the entire Project.

3.2.9 Conflict of Interest Disclosure

Attention is directed to Section 2.9.2 of the ITP. Proposers' attention is also directed to 23 CFR Part 636 Subpart A.

Each Proposer, on behalf of itself, and each of Proposer's Equity Members, Major Participants, other Subcontractors identified in the Proposal and Financially Responsible Parties, shall voluntarily disclose to the Project Sponsors, in writing, any fact that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. The Proposal shall include a certification on Form H by Proposer, on behalf of itself and each of Proposer's Equity Members, Major Participants, other Subcontractors identified in the Proposal and Financially Responsible Parties, describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest. Each Proposer, on behalf of itself and each of Proposer's Equity Members, Major Participants, other Subcontractors identified in the Proposal and Financially Responsible Parties, shall complete and deliver a certification on Form H even if Proposer and such entities have nothing to disclose, in which case, Proposer shall so indicate on Form H.

If Proposer made a disclosure regarding conflicts of interest in its SOQ, Proposer shall complete and deliver the Form H certification, appending its RFQ response to Form H.

IFA may preclude or disqualify a Proposer from participation in the procurement and subsequent PPA if Proposer is deemed to have an unfair competitive advantage or a conflict of interest under applicable state.

3.2.10 Certification Regarding Buy America

The Technical Proposal shall include Form Q, regarding Buy America requirements of 23 USC Section 313 and implementing regulations, as well as IFA's Buy America Requirements set forth in the Standard Specifications, signed by an authorized representative of Proposer.

3.2.11 Certification Regarding Equal Employment Opportunity

The Technical Proposal shall include Form R, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.

A Form R shall be provided by Proposer, each Equity Member, each Major Participant and each proposed Subcontractor identified in Proposer's Proposal.

3.2.12 Use of Contract Funds for Lobbying Certification

The Technical Proposal shall include executed copies of Form S, regarding use of contract funds for lobbying. Form S must be modified and duplicated as needed and must be executed by each of the following: Proposer; each Equity Member; each Major Participant; and all proposed Subcontractors identified in Proposer's Proposal.

3.2.13 Debarment and Suspension Certification

The Technical Proposal shall include an executed copy of Form K, regarding debarment and suspension of contractors. The form is to be signed by the Proposer Authorized Representative as defined in ITP Section 2.2.2.

3.2.14 Guarantor Commitment Letter

If a Guaranty is required by IFA, the Proposal shall include the following: (a) an irrevocable letter signed by the Guarantor in the form of Form P committing to provide a Guaranty in the form of Exhibit 14 of the PPA concurrently with the execution and delivery of the PPA by Proposer; (b) evidence of authorization of the signatory to that letter; (c) Form B-2 for the Guarantor(s); (d) financial capability information for the Guarantor(s) as described in Section 2 of Exhibit C (which financial capability information should be provided with the Price Proposal and not the Technical Proposal); and (e) such other information concerning the Guarantor(s) as IFA may request. A Guaranty of Design-Build Contractor's obligations under the PPA is required under the circumstances set forth in ITP Section 2.11.

3.2.15 Insurance

The Proposal shall contain written evidence from an insurance company(ies), broker(s), agent(s) or advisor(s) expressly stating that it/they have read the PPA (including the insurance requirements) and that Proposer will be able to obtain and maintain the insurance types and amounts required by the PPA Documents and can do so under the terms, and subject to the conditions, specified in Section 9 of the PPA. Evidence from multiple entities are acceptable if Proposer intends to secure the required coverage through multiple insurance companies, brokers or agents.

3.2.16 Confidential Contents Index

A page executed by Proposer that sets forth the specific items (and the section and page numbers within the Proposal at which such items are located) that Proposer deems to be a trade secret or other confidential information protected from disclosure by an exception in the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA to treat the entire Proposal as public information. If a Proposer does not believe anything in the Technical Proposal is confidential, an executed statement by the Proposer so stating should be submitted. Notwithstanding the foregoing, the list required under this Section 3.2.16 of this Exhibit B is intended to provide input to the Project Sponsors as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on the Project Sponsors, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Public Records Act or the responsibilities of the Project Sponsors thereunder.

3.2.17 Preliminary DBE Project Plan

The Proposal shall include Proposer's Preliminary DBE Project Plan which shall describe the contents of the plan, as well as the general approach of Proposer to meeting the DBE goals for the Project over the course of the Project and complying with the DBE requirements of the PPA Documents. The Preliminary DBE Project Plan shall not indicate that the DBE goals for the Project will not or cannot be met. The Preliminary DBE Project Plan shall include the following elements:

- (a) A comprehensive and aggressive approach to achieving the DBE goals;
- (b) Approach to encourage participation of DBE firms;
- (c) Approach to outreach and assistance for potential DBE firms who may be eligible to become certified and participate as a DBE; and
- (d) A description of how Proposer shall challenge and expand technical, management and business capabilities of participating DBE firms by incorporating mentoring, training and assistance efforts for firms wishing to expand their capabilities.

If Proposer is selected as the Preferred Proposer, Proposer's Preliminary DBE Project Plan submitted by the Preferred Proposer in its Proposal shall not limit, modify, or alter IFA's right to review and approve the DBE Project Plan after award of the PPA.

3.2.18 Prequalification Information

The Technical Proposal shall include a completed Form T, identifying the names of each team member that is required for the Proposer team, as of the Proposal Due Date, to satisfy the INDOT prequalification requirements set forth in ITP Section 1.1.3.

3.3 Stipend Agreement

The Proposal shall include two originals and three copies of an executed Form N (Stipend Agreement) if Proposer wants to be eligible to receive payment of the stipend; provided, however, that, if Proposer does not wish to accept the stipend, it may include an express written statement, dated and executed by Proposer, that it irrevocably rejects the payment of a stipend.

3.4 Responsible Proposer Recertification

Proposer, on behalf of itself, and all Equity Members, Major Participants and Financially Responsible Parties, shall submit an executed Form C-2 (Responsible Proposer Recertification) to the Authorized Representative at the address identified in ITP Section 2.2.1 on a date to be designated by IFA after the Proposal Due Date (currently anticipated to be no earlier than September 2, 2020 and no later than September 7, 2020). Proposer may submit the executed Form C-2 (Responsible Proposer Recertification) via email on the deadline with a hard copy delivered no more than one day after the deadline.

4. Preliminary Performance Plans

The Technical Proposal shall contain the following preliminary performance plans and materials:

- (a) Preliminary Project Management Plan
- (b) Preliminary Design-Build Plan
- (c) Total Project Duration

The Preliminary Performance Plans shall describe the project management philosophy, the plan, and schedule for executing the Project and any related PPA administration, and how Proposer plans to achieve and satisfy the Project requirements.

4.1 Preliminary Project Management Plan

Proposer shall present a Preliminary Project Management Plan, which shall consist of several management plans and components that describes the Design-Build Contractor's managerial approach. The Preliminary Project Management Plan shall describe the

project management philosophy, the plan, and schedule for executing the Project and any related PPA administration, and how Proposer plans to achieve and satisfy the requirements of the PPA Documents.

4.1.1 Project Management Approach

The Preliminary Project Management Plan shall provide a description of the proposed approaches to managing all Project design, construction, and maintenance (during construction) activities throughout the term of the PPA. A responsive expression of the proposed management approaches shall include an overview of the management sections included in the Preliminary Design-Build Plan.

- (a) Management Structure and Personnel - Describe the proposed overall project management organization for design, construction, and maintenance (during construction), identifying participating firms/organizations and individuals. It shall include:
 - (i) An organization chart outlining the structure of Proposer's project management organization for design, construction, and maintenance (during construction), including quality sub-organizations and a description of the roles allocated, responsibilities, interrelation and Work to be accomplished by each member of the management team and each sub-organization, including identified subcontractors and suppliers (at all tiers);
 - (ii) Information describing how each of the Key Personnel involved with design, construction, and maintenance (during construction) will fit into the organization, including a description of each Key Personnel's function and responsibility relative to the Project, and indicating the percent of time that he/she will devote to the Project;
 - (iii) Qualification and experience required for task managers in each sub-organization reporting to the Key Personnel involved with design, construction, and maintenance (during construction);
 - (iv) Information regarding the current and projected workload and backlog of Proposer team (including all Major Participants), and a description of Proposer's plan to provide the experienced personnel, materials, equipment, and facilities required to successfully complete all aspects of the Project on a timely basis and within any applicable time frames set forth in the PPA Documents;
 - (v) Information describing Proposer's approach to management and coordination of utilities, including a description of roles assigned to utility coordination personnel and a description of Proposer's overall ability to successfully complete coordination on a timely basis; and

- (vi) Information describing Proposer's approach to management and coordination of railroads, including a description of roles assigned to railroad coordination personnel and a description of Proposer's overall ability to successfully complete coordination on a timely basis.
- (b) Internal Organization Systems - Describe the organizational systems to be used by Proposer, which shall include:
- (i) A description of Proposer's team decision-making process, how internal disputes between team members will be resolved, and how Proposer will avoid adverse impacts to the Project (cost, schedule, or quality) in the event of such disputes;
 - (ii) A description of the methods to be used to establish lines of communication and documentation within Proposer's team, including communication among the sub-organizations and management personnel;
 - (iii) A description of how Proposer intends to interface with the Project Sponsors, their consultants, applicable third parties, and relevant federal, state, and local agencies, including the Stakeholders; and local police and fire departments, on all matters including planned transportation and utility infrastructure in the Project area; and
 - (iv) A description of Proposer's approach to store and retain Project-related documents and information, including (i) in what medium (digital or otherwise) the documents will be maintained; (ii) If electronic, what format will be used; and (iii) Proposer's approach for security and backup of the project documentation.
- (c) Response and mitigation measures for a Pandemic, including:
- (i) Methods to ensure and maximize labor and Key Personnel availability and continuity; and
 - (ii) Methods to ensure availability of supplies, materials, and equipment, including backup plans for unavailability due to a Pandemic.

4.1.2 Schedule Submissions

- (a) Preliminary Project Baseline Schedule

The Proposal shall include a summary level "Preliminary Project Baseline Schedule" and narrative for all design, construction, and maintenance (during construction) of the Project, including key activities, milestones and constraints (including the Completion Deadlines). The narrative shall be included within the body of the Technical Proposal

and shall count towards the maximum page count, but the actual Preliminary Project Baseline Schedule shall be submitted in an appendix to the Technical Proposal and shall not count towards the page count. The Preliminary Project Baseline Schedule shall use a high level critical path method and shall represent Proposer's plan for completing the Work between issuance of NTP and Substantial Completion. Selection of a Proposer shall not be deemed to be acceptance or approval of Proposer's Preliminary Project Baseline Schedule.

The Preliminary Project Baseline Schedule shall be in the form described in Section 1.3 of the Technical Provisions and Section 4 of the PPA; provided, however, that the Preliminary Project Baseline Schedule submitted with the Proposal (a) does not need to be cost loaded, and (b) activity duration will not be limited to 20 days. The Preliminary Project Baseline Schedule shall include at least the following:

- A narrative not to exceed five pages which describes: 1) the proposed execution of the Work through Substantial Completion, 2) plan to mobilize Key Personnel, equipment, materials, and supplies, 3) a description of system to be in place to prepare and update the Project Baseline Schedule, 4) description of Proposer's plan to integrate design and Subcontractor activities into Proposer's scheduling and reporting system, 5) interfaces with the Project Sponsors, and 6) summary of major risks to the schedule, with an explanation of planned contingencies and an approach to deal with these risks, should they arise; and
- Schedule activities or milestones representing major design, construction, maintenance (during construction), Type 1 Utility Adjustments, and Type 2 Utility Adjustments necessary to achieve Substantial Completion, at least developed to a level of detail that defines the Critical Path taking into account all constraints, including review times by the Project Sponsors and access dates for IFA-Provided Property, consistent with the PPA requirements.

For purposes of clarity, if Proposer is selected as the Preferred Proposer, the Preliminary Project Baseline Schedule shall not limit, modify, or alter IFA's right to review and approve the Post Award Baseline Schedule or any Project Schedule after award of the PPA, including the Project Baseline Schedule.

(b) NTP + 180 Schedule

The Proposal shall include a detailed schedule and narrative for 180 days following NTP (the "NTP + 180 Schedule") consistent with the Preliminary Project Baseline Schedule. The NTP + 180 Schedule submission shall be in accordance with Section 1.3.2.1 of the Technical Provisions and Section 4 of the PPA and shall represent Proposer's plan for undertaking the Work for the first 180 days following issuance of the NTP.

The NTP + 180 Schedule shall be provided with the Technical Proposal in one separate, sealed envelope labeled "[Proposer Name]: NTP + 180 Schedule for the I-69 Section 6 Contract 5 Project." The separate sealed envelope shall include the original and all required copies.

Receipt of the NTP + 180 Schedule is a pass/fail item, but the NTP + 180 Schedule will not be considered during the evaluation, but will be reviewed for consistency with the Preliminary Project Baseline Schedule. If Proposer is selected as the Preferred Proposer, the NTP + 180 Schedule submitted by the Preferred Proposer in its Proposal will be subject to negotiation as set forth in this ITP and such submittal shall not limit, modify, or alter IFA's right to review and approve the NTP + 180 Schedule prior to award of the PPA or any Project Schedule submitted after award of the PPA, including the Project Baseline Schedule.

Proposers are advised that approval of the NTP + 180 Schedule shall be a condition to award of the PPA and the approved schedule shall be Exhibit 15 to the PPA.

4.1.3 Preliminary Quality Management Plan

The Preliminary Project Management Plan shall describe Proposer's quality approach to design and construction for the Project, including at least the following:

- (a) For the design quality component of the Preliminary Quality Management Plan, a description of the design deliverable process, a description of the internal process for design reviews, a description of quality assurance and quality control functions, and an explanation of how the Project Sponsors will be involved. The design quality component shall also present Proposer's approach to reporting relationships and responsibilities, including Project Sponsor oversight procedures to be implemented; conformance with federal oversight requirements as described in various places within the Technical Provisions; how design quality management will be documented; and how changes will be made to correct design deficiencies; and
- (b) For the construction quality component of the Preliminary Quality Management Plan, include a description of the approach for integrating with design, documenting the control of materials, any testing, inspection and monitoring of construction activities for which the Technical Provisions require Design-Build Contractor QA/QC, including reporting procedures, methodologies, and corrective actions. Include an explanation of how the Project Sponsors will be involved, and how construction will be documented and corrected.

4.1.4 Safety Management

Include a description of the Safety Plan, including a description of Proposer's methods for responding to a Pandemic from a safety perspective and protecting personnel, workers, the public and the Work, to be implemented through Final Acceptance, meeting the requirements set forth in the PPA Documents.

4.1.5 Environmental Management

Describe the management approach to environmental compliance and permitting. The management approach shall:

- (a) Describe applicable qualifications and experience of the environmental team that will be available during the Project;
- (b) Describe Proposer's methods to develop its Environmental Compliance and Mitigation Plan that will ensure permits, issues and commitments associated with Governmental Approvals are integrated into the Work;
- (c) Describe Proposer's methods for ensuring adequate installation, maintenance and repair of erosion and sediment control devices; and
- (d) Describe Proposer's methods for working within and protecting a wellhead protection area.

4.1.6 Public Information Plan

The Public Information Plan shall describe Proposer's approach to supporting the Project Sponsors with IFA's Public Involvement Plan (PIP), including at least the following:

- (a) A description of Proposer's public information team, including the Public Information Coordinator and designated assistant, with a summary of qualifications and experience;
- (b) A description of Proposer's system for recording and assisting IFA in responding to complaints and inquiries related to the Project from the public;
- (c) A description of tools and techniques offered by Proposer to effectively support IFA with public outreach, public engagement, and communication during design and construction; and
- (d) A description of the qualifications and experience of proposed staff members who will be engaged for purposes of public information and community outreach.

4.2 Preliminary Design-Build Plan

The Preliminary Design-Build Plan shall present Proposer's design-build technical solutions.

The Preliminary Design-Build Plan shall include information relevant to Proposer's schematic and proposed approach to construction sequencing, maintenance of traffic, roadway elements, bridge structures, retaining walls and other surface structures, in each case as set forth in Section 4.2.1 through Section 4.2.5 of this Exhibit B.

4.2.1 Preliminary Transportation Management Plan

The Preliminary Design-Build Plan shall include a description of the Preliminary Transportation Management Plan, including:

- (a) A description of the construction staging and traffic control and sequencing proposed to accommodate traffic during the construction of the Project. The construction traffic control information shall include the following:
 - (i) The overall traffic management and control and sequencing approach;
 - (ii) Conceptual construction staging diagrams including initial and ultimate proposed treatment of mainline and ramps of the Project, for mainline widening and for any staging of structures, major drainage trunk lines or culverts; and
 - (iii) A description of the intended laydown, recycling, staging, disposal and maintenance locations to be used during construction, including avoidance of any sensitive areas.
- (b) A description of innovative best management practices planned to be used during MOT phases, including incident management, emergency vehicle access, temporary ITS elements, advance notifications, messaging, and signing, etc. that might increase safety and add value to the Project Sponsors and the traveling public.
- (c) A narrative description of how Proposer intends to schedule and sequence the construction including accelerated methods to minimize impacts on the environment, communities, third parties and traveling public while still meeting the requirements of the PPA Documents.
- (d) A description of how the Project ROW and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion and sediment control and local road damage;
- (e) A preliminary plan showing the construction sequencing and maintenance of traffic concept and technical solutions. Proposer's plans shall be presented in English units on 100 scale roll plots and shall clearly identify the Work to be completed.
 - (i) Preliminary Maintenance of Traffic plans shall include the following:
 - Traffic control devices for each phase/stage of construction;
 - Locations of positive protection;

- Locations of crossovers (if applicable);
- Critical typical sections depicting construction phase lines, number of lanes, lane widths, shoulder widths, pavement markings, barriers, construction clear zone, cut/fill slopes, cross slopes and pavement section;
- Proposed detour routes of closures; and
- Phasing schematic (100 scale) of the interchanges at: I-465 & I-69, I-69 & Epler Avenue, Southport Road & I-69, County Line Road & I-69, Harding Street & I-465, Mann Road & I-465, and US 31 & I-465.

4.2.2 Roadway Elements

The Preliminary Design-Build Plan shall include a description of the roadway elements for the Project and shall include the following:

- (a) A description of Proposer's approach to the selection of materials, including information regarding borrow for earthwork including subgrade treatment, that will meet the requirements of the PPA Documents;
- (b) A description of quality, longevity and service life of all roadway elements of the Project;
- (c) The approach to addressing geotechnical related issues for the Project; and identification of the scope and objectives of future investigations (as applicable);
- (d) A preliminary plan showing the roadway concept and technical solutions. Proposer's plans shall be presented in English units on 11" x 17" plan sheets or equivalent scale roll plots and shall clearly identify the Work to be completed.
 - (i) Road plans shall conform to INDOT plan preparation guidelines for preliminary field check plans (Indiana Design Manual 14-2.01(05)), except as noted, and shall include the following:
 - Title sheet;
 - Index sheet;
 - Typical sections;
 - Plan and profile sheets (roll plots at same scale will be allowed in lieu of INDOT plan and profile sheets);

- Plan and profile sheets shall include: topographic survey, lane shifts and tapers, utilities, project limits, construction limits, horizontal and vertical alignment data, storm sewer drainage system, small structures, roadside barrier locations, proposed and existing right-of-way, retaining walls, roadside & median ditches and detention locations;
 - Interchange Geometric Tie-In Detail Sheets; and
 - Level One Checklists.
- (ii) Conceptual Signing, Lighting, ITS and Signal Plans (as each are defined in the IDM) shall be provided on equivalent scale roll plots only to locate sign structures, lighting structures, ITS structures, and signal structures.

4.2.3 Bridge Structures, Retaining Walls, Sound Barriers, and Other Structures

The Preliminary Design-Build Plan shall provide a description of each of the highway bridge structures, retaining walls, sound barriers, and other structures required for the Project. The information shall include at least the following:

- (a) A description of Proposer's approach to the selection of materials that will meet the requirements of the PPA Documents;
- (b) The approach to addressing geotechnical related issues for the Project; and identification of the scope and objectives of future investigations (as applicable);
- (c) Bridge plans, which shall conform to INDOT plan preparation guidelines for preliminary plans in the Indiana Design Manual, except as noted, and shall include the following:
 - Title Sheet;
 - Index Sheet;
 - Maintenance of Traffic Layout over the Bridge (replacement phased construction typical sections for each phase showing existing removal, new construction, lanes, shoulders, permanent barrier, and temporary barrier);
 - Layout Sheet;
 - General Plan;
 - Removal Plan;

- Preliminary Plans of Substructures, including plan, elevations, sections, and foundation type (reinforcing details not required);
 - Preliminary Plans of Superstructure, including framing plan, beam or girder details, floor slab plan, typical section, diaphragm elevations, and sections (reinforcing details not required); and
 - Conceptual drawings, including description/approach/details;
- (d) Proposed retaining wall locations, limits, and height ranges in a table format on 11" x 17" plan sheets, including section details indicating wall types, materials, aesthetic treatments, type and limits of backfill, limits of surface seal and anti-graffiti coating, and location of steepened reinforced side slopes;
- (e) Proposed locations and limits of sound barriers, including section details where sound barrier is adjacent to roadside barrier or guardrail, sound barrier adjacent to barrier and on top of retaining wall, and sound barrier on side slopes; and
- (f) A description of the quality, longevity and service life of all bridge, retaining walls, sound barriers and other structure elements of the Project.

4.2.4 Utility Adjustment Work Elements

The Preliminary Design-Build Plan shall include a description of the Utility Adjustment Work elements for the Project and shall include the following:

- (a) A table describing any Utility conflicts, the proposed treatment (protection, relocation, etc.);
- (b) Proposer's approach and solutions involving Utility Adjustments to accommodate the Project, including minimizing any Type 1 Utility Adjustments or Type 2 Utility Adjustments;
- (c) Proposer's approach to staging and constructing Citizens Energy Group Type 2 Utility Adjustments; and
- (d) Any specific Type 1 Utility Adjustments and Type 2 Utility Adjustments which Proposer will not require in order to complete the Work (whether due to Proposer's designs, construction means and methods or otherwise). If Proposer identifies any such Type 1 Utility Adjustments and/or Type 2 Utility Adjustments in its Proposal, such Utility Adjustments will, in IFA's sole discretion, be eliminated from the PPA Documents as part of final negotiations prior to execution of the PPA and such commitment will be reflected on Attachment 1 to Exhibit 7 of the PPA; provided, however, that, IFA reserves the right to require such Type 1

Utility Adjustment and/or Type 2 Utility Adjustments, regardless of any identified for elimination by Proposer.

4.2.5 Drainage Design, Culvert Replacement, and Detention

The Preliminary Design-Build Plan shall include a description of the drainage design and a list of all major trunklines, detention basins, existing culvert rehabilitation in Segment A and Segment C, and proposed culvert replacements including the proposed type, size and materials. Describe the approach to quality, longevity and service life of all drainage elements of the Project.

4.3 Total Project Duration

Provide Form L.

A completed Form L that includes Proposer's proposed Substantial Completion Deadline consistent with the Preliminary Project Baseline Schedule. The maximum number of days between the issuance of NTP and Substantial Completion must be consistent with the time periods indicated in Form L. The "Last Allowable Dates" in Form L are not-to-exceed time periods. Proposer may propose a Substantial Completion Deadline shorter than the not-to-exceed time period for Substantial Completion under the "Last Allowable Dates" in Form L, but shall not propose a time period in excess of the not-to-exceed period. The proposed durations of the Preferred Proposer for Substantial Completion, and Final Acceptance shall be incorporated into the PPA Documents and shall be binding on the Design-Build Contractor.

EXHIBIT C

PRICE PROPOSAL INSTRUCTIONS

1. General Instructions

This Exhibit C describes the submission format for the Price Proposal.

Each Proposer shall submit the information required by this Exhibit C in the organization and format specified herein. The Price Proposal shall be organized in the order listed in Exhibit E, and shall be clearly indexed. Each component of the Price Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit D unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. Except as expressly provided in the Proposal forms (e.g., requirements to fill the forms out, etc. and changing or removing header/footer information), no substantive change shall be made in the Proposal forms. In addition, no additional information shall be submitted electronically beyond what is included in the hard copies of the Price Proposal.

Evidence of signature authority shall be provided for all individuals signing forms. Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories. Place all authorizations in a single, tabbed section in the Appendix.

1.1 Format of Price Proposal; Interpretation Matters

The Price Proposal shall be in U.S. Dollar currency only and all amounts shall be clearly identified as real or nominal dollars. Where pricing is to be provided, it shall be provided in 2020 dollars and such pricing shall be as of the Proposal Due Date.

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Price Proposal, IFA, in its sole discretion, shall determine which copy shall control and take precedence. If there are any differences between the sum of individual line amounts and totals, the individual line amounts will prevail.

1.2 Contents of Price Proposal

All parts of the Proposal that indicate price are to be included in the Price Proposal. No parts of the Proposal that indicate price terms are to be included in the Technical Proposal.

The required contents and organization of the Price Proposal are presented in this Exhibit C and summarized in the Proposal checklist provided in Exhibit E. Proposers are to provide all the information set out in this Exhibit C. **A copy of the checklist for the Price Proposal shall be included in the Price Proposal**, indicating Proposer's use of such

checklist to ensure all contents of the Price Proposal are provided. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

2. Financial Capacity Information

2.1 Financial Statements

Proposers shall clearly identify any differences between the financial capacity information submitted in the Proposal and the information submitted in the SOQ.

The Price Proposal shall include the following information for Proposer, all Equity Members, any Guarantor and any Financially Responsible Party:

- Audited financial statements (in printed form and on a flashdrive) for all periods subsequent to those included in the SOQs, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS).
- In addition, interim unaudited statements (in printed form and on a flashdrive) for the period since the most recent completed fiscal year and to the extent not included in the SOQ for the above entities are to be provided.

The financial statements, whether for the most recent completed fiscal year or for the period since the most recent completed fiscal year, must meet the following requirements:

1. Financial statement information must include:
 - a. Opinion Letter (Auditor's Report) (only required for audited, fiscal year-end financial statements)
 - b. Balance Sheet
 - c. Income Statement
 - d. Statement of Changes in Cash Flow
 - e. Footnotes

For purposes of clarity, interim financial statements are not required to be audited and an Opinion Letter (Auditor's Report) is not required. However, interim financial statements must be prepared following the same guidelines (U.S. GAAP or IFRS) as the audited financial statements.

2. 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, including the IFRS as adopted

by the European Union (collectively, 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 must be provided in **U.S. dollars**. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the financial statements for the applicable time periods converted to U.S. dollars by a certified public accountant.

c. **Audited** – Fiscal year end financial statements must be audited by an independent party qualified to render audit opinions (e.g. Certified Public Accountant). If audited financials are not available for the Proposer, an Equity Member, Guarantor or Financially Responsible Party, the Proposal shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief financial officer or treasurer of the entity.

d. **English** – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be accompanied with the original financial statement information for Proposer's original hard-copy Price Proposal submission (including electronic submission) and one additional copy (in Price Proposal copy #1). All remaining hard copies of the Price Proposal need only include a translation of all such financial statement information with certification(s), as more fully set forth in Section 2.2.4 of the ITP.

e. **Newly Formed Entity** - If Proposer or any Equity Member 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).

f. **SEC Filings** - If the team or any other 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 latest 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.

g. **Credit Ratings** - Appropriate credit ratings, including credit rating reports, must be supplied for Proposer, Equity Members, any Guarantor and any Financially Responsible Party, to the extent such entities have credit

ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.

2.2 Material Changes in Financial Condition

A letter from the chief executive officer, chief financial officer or treasurer for each of Proposer, Equity Members, any Guarantor and any Financially Responsible Party, either: (a) providing information on any material changes in financial condition (e.g., a rating downgrade by a nationally recognized rating agency), corporate form (e.g., significant mergers, acquisitions, or reorganizations), or market capitalization since submittal of the SOQ and those that are pending or (b) certifying that no such material changes have occurred or (c) if the foregoing entities are Securities and Exchange Commission (or public companies in foreign entities) registered companies and have made such disclosures in public filings then the letter must indicate specific references to such filings, documents, and page references. Additionally, Proposers shall be required to provide updated information following the Proposal Due Date about such entities as such information becomes public.

The following list identifies certain items that IFA would consider 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. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the PPA, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses, and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material adverse changes and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the fiscal periods between submission of the SOQ and most recent completed fiscal periods (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.

List of Representative Material Changes

- (a) An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- (b) A change in tangible net worth of 10% of shareholder equity;
- (c) 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;

- (d) A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- (e) Non-payment of any debt service;
- (f) 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;
- (g) In the current and three most recently completed fiscal years or in the aggregate over the three most recently 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; or
- (h) Other events known to the affected entity which represents a material change in financial condition over the past three fiscal years, or may be pending for the next reporting period.

3. Proposal Security and Surety Information

The Proposal shall include Proposal Security in the form of a certified check in the amount of \$25 million payable to IFA or one or more Proposal Bonds, as specified below. A combination of certified check and Proposal Bond is not permitted. The Proposal Security is intended to secure the obligations of Proposer under the RFP with respect to the Technical Proposal and the Price Proposal.

If a proposal bond is provided, it shall be in the amount of \$25 million of the Price Proposal and in the form of Form J ("Proposal Bond") and shall be issued by an Eligible Surety. The Proposal Bond shall be subject to forfeiture in accordance with ITP Section 4.7.

Forfeiture of Proposal Security in accordance with ITP Section 4.7 will constitute liquidated damages. By submitting its Proposal, Proposer agrees and acknowledges that such liquidated damages:

- (a) are reasonable in order to compensate IFA for damages it will incur as a result of Proposer's failure to satisfy the obligations under this RFP to which Proposer agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of the Project, the Project Sponsors, with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs);

- (b) would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts;
- (c) represent good faith estimates and evaluations as to the actual potential damages that the Project Sponsors would incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal, and do not constitute a penalty; and
- (d) are agreed by Proposer in order to fix and limit Proposer's costs and to avoid later disputes over what amounts of damages are properly chargeable to Proposer.

3.1 Proposal Bond

If a single Proposal Bond is provided, it shall be in the amount of \$25 million and in the form of Form J (Proposal Bond) (with such non-material alterations to the form as may be agreed to by IFA in writing, in its sole discretion, prior to the Proposal Due Date) ("Proposal Bond") and shall be issued by an Eligible Surety. If multiple Proposal Bonds are provided, the aggregate value of the Proposal Bonds shall equal \$25 million and each such Proposal Bond shall be in the form of Form J and issued by an Eligible Surety. The Proposal Bond or Proposal Bonds, as applicable, shall be subject to forfeiture in accordance with ITP Section 4.7.

3.2 Surety Information

The Proposal shall provide one or more letter(s) from an Eligible Surety setting forth the following information regarding the Performance Bond and Payment Bond to be provided in accordance with Section 8 in the PPA:

- (a) the name of the Surety (which must be an Eligible Surety) and the name and address of the agent;
- (b) the letter must state that the Eligible Surety has reviewed the PPA, including PPA Section 8, and is prepared to issue the Performance Bond and Payment Bond in the form and amount required by the PPA;
- (c) the Eligible Surety has read this RFP (including this ITP) and any Addenda, and has evaluated the backlog and work in progress for the entity for which it will provide the bonds in determining its willingness to issue the Performance Bond and Payment Bond;
- (d) the letter(s) include(s) no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the PPA; provided, however, that the Eligible Surety may reserve in its letter(s) the right to reasonably approve any material adverse changes made to the PPA following the date of the

letter(s), but excluding any Change Orders and any changes or information reflected in the Proposal, such as Proposal Commitments;

- (e) the letter must state whether the Eligible Surety has defaulted, or been found to have been in default by a judicial or arbitration tribunal, on any obligation within the past 10 years (measured from the date of issuance of the RFQ), and the details in the event of such default; and
- (f) if more than one letter is provided, each letter shall set forth the portion of the bond amount or the particular bond that the Eligible Surety will be issuing and either identify itself as the “lead surety” or assent to another’s identification as the “lead surety” for purposes of communications by IFA to the Sureties, it being understood that a communication to such “lead surety” is a communication to all Sureties, and the “lead surety,” among other things, is obligated to communicate IFA’s message to other issuing Sureties.

4. Confidential Contents Index

A page executed by Proposer that sets forth the specific items (and the section and page numbers within the Price Proposal at which such items are located) that Proposer deems to be a trade secret or other confidential information protected from disclosure by an exception in the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA to treat the entire Price Proposal as public information. If a Proposer does not believe anything in the Price Proposal is confidential, an executed statement by the Proposer so stating should be submitted. Notwithstanding the foregoing, the list required under this Section 4.0, is intended to provide input to the Project Sponsors as to the confidential nature of a Price Proposal, but in no event shall such list be binding on the Project Sponsors, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Public Records Act or the responsibilities of the Project Sponsors thereunder. In addition, in no event shall the Contract Price or the total amount on Form I be considered confidential. See ITP Section 2.5.

5. Price Proposal Information

Proposer shall submit a Price Proposal using Form I, setting forth the total price for the work required under the PPA Documents. Proposer shall submit a Summary Cost Table using Form I-1, summarizing the elements of the total price for the work required under the PPA Documents.

6. Verification

Each Proposer shall satisfy itself as to the revenues, payments, costs and tax consequences of entering into the PPA and becoming the Design-Build Contractor. The Project Sponsors make no representations or warranties, express or implied, and assume no liability whatsoever, with respect to revenues, payments, costs or the consequences

of federal, state, local or other income tax treatment of Design-Build Contractor under the PPA.

EXHIBIT D

REQUIRED FORMS

(provided in a separate file)

EXHIBIT E

SUMMARY AND ORDER OF PROPOSAL CONTENTS

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Volume 1		
A. Executive Summary		
Executive Summary (Exclude price information)	No forms are provided	<u>Exhibit B, Section 3.1</u>
B. Proposer Information, Certifications and Documents		
Proposal Letter	<u>Form A</u>	<u>Exhibit B, Section 3.2.1</u>
Authorization Documents	No forms are provided	<u>Exhibit B, Section 3.2.1</u>
Identification of Proposer and Equity Members	<u>Form B-1</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Proposer Organization	<u>Form B-2</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Major Participants and Identified Subcontractors	<u>Form B-3</u>	<u>Exhibit B, Section 3.2.2</u>
Letter accepting joint and several liability, if applicable	<u>No forms are provided</u>	<u>Exhibit B, Section 3.2.2</u>
Responsible Proposer and Major Participant Questionnaire	<u>Form C-1</u>	<u>Exhibit B, Section 3.2.3</u>
Industrial Safety Record for Proposer, Equity Members and Major Participants	<u>Form D</u> (as applicable)	<u>Exhibit B, Section 3.2.4</u>
Personnel Work Assignment Form and Commitment of Availability	<u>Form E</u>	<u>Exhibit B, Section 3.2.5</u>
Letter(s) Regarding Pre-Proposal Submittals	No forms are provided	<u>Exhibit B, Section 3.2.6</u>
Non-Collusion Affidavit	<u>Form F</u>	<u>Exhibit B, Section 3.2.7</u>
DBE Certification	<u>Form G</u> No forms are provided for the DBE Project Plan or Job Training Plan	<u>Exhibit B, Section 3.2.8</u>
Conflict of Interest Disclosure	<u>Form H</u>	<u>Exhibit B, Section 3.2.9</u>

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Certification regarding Buy America	<u>Form Q</u>	<u>Exhibit B, Section 3.2.10</u>
Certification regarding Equal Employment Opportunity	<u>Form R</u>	<u>Exhibit B, Section 3.2.11</u>
Use of Contract Funds for Lobbying Certification	<u>Form S</u>	<u>Exhibit B, Section 3.2.12</u>
Debarment and Suspension Certification	<u>Form K</u>	<u>Exhibit B, Section 3.2.13</u>
Guarantor Commitment Letter	<u>Form P</u>	<u>Exhibit B, Section 3.2.14</u>
Insurance	No forms are provided	<u>Exhibit B, Section 3.2.15</u>
Confidential Contents Index	No forms are provided	<u>Exhibit B, Section 3.2.16</u>
Preliminary DBE Project Plan	No forms are provided	<u>Exhibit B, Section 3.2.17</u>
Prequalification Information	<u>Form T</u>	<u>Exhibit B, Section 3.2.18</u>
Responsible Proposer Recertification (to be delivered after the Proposal Due Date)	<u>Form C-2</u>	<u>Exhibit B, Section 3.4</u>
C. Proposal		
Stipend Agreement	<u>Form N</u>	<u>Exhibit B, Section 3.3</u>
Volume 2		
F. Preliminary Performance Plans		
Preliminary Project Management Plan	No forms are provided	<u>Exhibit B, Section 4.1</u>
Project Management Approach	No forms are provided	<u>Exhibit B, Section 4.1.1</u>
Preliminary Project Baseline Schedule Narrative	No forms are provided	<u>Exhibit B, Section 4.1.2(a)</u>
Preliminary Quality Management Plan	No forms are provided	<u>Exhibit B, Section 4.1.3</u>

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Safety Management	No forms are provided	<u>Exhibit B, Section 4.1.4</u>
Environmental Management	No forms are provided	<u>Exhibit B, Section 4.1.5</u>
Public Information Plan	No forms are provided	<u>Exhibit B, Section 4.1.6</u>
Preliminary Design-Build Plan	No forms are provided	<u>Exhibit B, Section 4.2</u>
Preliminary Transportation Management Plan	No forms are provided	<u>Exhibit B, Section 4.2.1</u>
Roadway Elements	No forms are provided	<u>Exhibit B, Section 4.2.2</u>
Bridge Structures, Retaining Walls, Sound Barriers, and Other Structures	No forms are provided	<u>Exhibit B, Section 4.2.3</u>
Utility Adjustment Work Elements	No forms are provided	<u>Exhibit B, Section 4.2.4</u>
Drainage Design and Culvert Replacement/Rehabilitation	No forms are provided	<u>Exhibit B, Section 4.2.5</u>
Total Project Duration	<u>Form L</u>	<u>Exhibit B, Section 4.3</u>
G. Volume 1 Appendices		
Copies of Organizational Documents	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Proposer Teaming Agreement or Key Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Executed Contracts or Term Sheets/Heads of Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
H. Volume 2 Appendices		
Key Personnel Resumes	No forms are provided	<u>Exhibit B, Section 3.2.5</u>
Technical/Design Drawings, Graphs and Data	No forms are provided	<u>Exhibit B, Section 2</u>
Preliminary Project Baseline Schedule	No forms are provided	<u>Exhibit B, Section 4.1.2(a)</u>

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
H. NTP + 180 Schedule		
NTP + 180 Schedule (Narrative plus Schedule)	No forms are provided	<u>Exhibit B, Section 4.1.2(b)</u>

Price Proposal – Volume 3

Proposers shall follow the order of the Price Proposal Checklist in their submissions. A referenced copy of this document shall be submitted with the Price Proposal.

Price Proposal Component	Form (if any)	ITP Section Cross-Reference
Volume 3		
A. Financial Capacity Information		
Financial Statements	No form provided	<u>Exhibit C, Section 2.1</u>
Material Changes in Financial Condition	No form provided	<u>Exhibit C, Section 2.2</u>
B. Proposal Security and Surety Information		
Proposal Security	<u>Form J</u> (if in the form of a bond); no forms provided for certified check	<u>Exhibit C, Section 3.1</u>
Surety Information	No forms are provided	<u>Exhibit C, Section 3.2</u>
C. Confidential Contents Index		
Confidential Contents Index	No forms are provided	<u>Exhibit C, Section 4</u>
D. Price Proposal Information		
Proposal Price Form	<u>Form I</u>	<u>Exhibit C, Section 5</u>
Summary Cost Table Form	<u>Form I-1</u>	<u>Exhibit C, Section 5</u>