

EXHIBIT D
REQUIRED FORMS

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**INDIANA FINANCE AUTHORITY
SHERMAN MINTON CORRIDOR PROJECT
INSTRUCTIONS TO PROPOSERS**

FORM A

PROPOSAL LETTER

PROPOSER: _____

Proposal Due Date: November 13, 2020

The undersigned (“**Proposer**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (as amended, the “**RFP**”) issued by the Indiana Finance Authority (“**IFA**”), a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, in cooperation with the Indiana Department of Transportation (“**INDOT**”), dated June 15, 2020, to design and build the Sherman Minton Corridor Project (the “**Project**”), as more specifically described herein and in the documents provided with the RFP (the “**RFP Documents**”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

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

a) Subject to ITP Section 4.6.2, to keep this Proposal open for acceptance initially for 150 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of Proposer on whose behalf this Proposal is submitted, without first obtaining the prior written consent of IFA, in IFA’s sole discretion; and

b) If this Proposal is accepted, to provide security (including bonds and insurance) for the due performance of the Public-Private Agreement (“**Agreement**”) as stipulated in the Agreement and the RFP.

If IFA properly draws on Proposer’s Proposal Security in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety/ies or other

financial institution(s) providing the Proposal Security refuses to honor IFA's proper draw thereon, by its signature(s) below, the undersigned undertakes, on behalf of Proposer's Equity Members, and by such signature, Proposer's Equity Members each assume, joint and several liability to IFA for the entire stated amount (in the case of a certified check made payable to IFA) or penal sum (in the case of a Proposal Bond) of the Proposal Security.

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

The following individual(s) is/are authorized to enter into negotiations with IFA on behalf of Proposer and Design-Build Contractor in connection with this RFP, the Project and the Agreement: _____ ***[insert names]***

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

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents
- Price Proposal, including Proposal Security and Documents

Proposer acknowledges receipt of the following Addenda and sets of questions and responses:

Addenda issued:

XXXXXXX

[_____]

Responses issued

XXXXXXXXX

[_____]

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions and that it agrees to the terms and conditions of the RFP

Documents. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the SharePoint Site, the Addenda (if any) and responses to questions and comments, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Design-Build Contractor and do not contain internal inconsistencies, errors or omissions; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted a Reasonable Investigation in preparing this Proposal; and that it has notified the Project Sponsors in writing of any deficiencies or errors in or omissions from any RFP Documents or other documents provided by IFA and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the SOQ previously delivered to IFA (as amended and resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such SOQ, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that IFA is not bound to award the Agreement to the best financial Proposal, lowest price, the highest ranked Proposal or any Proposal that IFA may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by Proposer, except any stipend that IFA may pay Proposer in accordance with the Stipend Agreement and ITP Section 6.3. Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such work product.

Subject to Proposer's rights to assert exemptions under the Public Records Act, the application of which exemptions shall be as determined by IFA, in its sole discretion, Proposer consents to disclosure of its Proposal by the Project Sponsors pursuant to Indiana Code 8-15.5-4-13 to any Persons after award and execution of the Agreement by IFA and acknowledges and agrees to the provisions and deadlines set forth in ITP Section 1.8.4. Proposer acknowledges and agrees to the disclosure terms of the ITP. Proposer expressly waives any right to contest such disclosures. In addition, Proposer confirms and understands that Proposer and the Proposer team must maintain the confidentiality of (i) the procurement process, (ii) documents transmitted to Proposer by on or behalf of either or both of the Project Sponsors, and (iii) the contents of its Proposal and its other submittals to IFA until the award and execution of the PPA.

Proposer agrees that the Project Sponsors will not be responsible or liable for any errors, omissions, inaccuracies, inconsistencies or incomplete statements in this Proposal.

Proposer acknowledges the procurement protest procedures set forth in ITP Section 7.0 and agrees that if it files a protest of this procurement or award of an Agreement

hereunder and that protest is denied or is otherwise unsuccessful, Proposer shall forfeit its Proposal stipend and shall be liable to the Project Sponsors for the Project Sponsors' costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the Project Sponsors as a consequence of the protest.

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

Proposer's business address:

(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 consortium, partnership or any other form of 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]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. If Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If Proposer is a partnership, enter the state or country of formation. If Proposer is a limited liability company, enter the state or country of organization.

- B. Describe in detail the legal structure of Proposer/Design-Build Contractor and Equity Members.
 - 1. If Proposer/Design-Build Contractor/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation (and amendments, if any) and bylaws for Proposer/Design-Build Contractor/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

 - 2. If Proposer/Design-Build Contractor/Equity Member is a general partnership or includes a general partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

 - 3. If Proposer/Design-Build Contractor/Equity Member is a limited partnership or includes a limited partnership as a joint venture member, partner or member, attach full names and addresses of all general partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

 - 4. If Proposer/Design-Build Contractor/Equity Member is a consortium, joint venture or includes a joint venture as a joint venture member, partner or

member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

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

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

- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if Proposer is a:
 - corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation, with sufficient information (or orientation within corporate documents) demonstrating the authority of the certifying officer.
 - partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the

general partner, with sufficient information (or orientation within partnership documents) demonstrating the authority of the certifying officer.

- limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s), with sufficient information (or orientation within organizational documents) demonstrating the authority of the certifying officer. If there is no managing member, each member shall provide the foregoing information, also , with sufficient information (or orientation within each such member's organizational documents) demonstrating the authority of the individual certifying such evidence.
- consortium or other form of joint venture, such evidence shall be in the form of a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member, with sufficient information (or orientation within joint venture or consortium documents) demonstrating the authority of the certifying officer.
- consortium, joint venture or a partnership, the Proposal must be executed by all consortium or joint venture members or all general partners, as applicable.

D. Except as set forth in this clause D, Design-Build Contractor's partnership agreement, limited liability company operating agreement, charter or joint venture/consortium agreement, as applicable, must include an express provision satisfactory to IFA, in its sole discretion, (i) stating that, in the event of a dispute between or among joint venture members, partners, members or shareholders, as applicable, no joint venture member, partner, member or shareholder, as applicable, shall be entitled to stop, hinder or delay work on the Project; (ii) a statement agreeing that the partners, members, shareholders, or joint venture/consortium members are jointly and severally liable to IFA for the acts or omissions of the Design-Build Contractor under the PPA Documents; and (iii) providing for continuation of Proposer (and Design-Build Contractor) in the event of bankruptcy or withdrawal of any of its members. Proposer shall submit the applicable agreement to IFA and identify on a cover page where in the agreement the provision can be found. If Design-Build Contractor is not yet formed, provide draft organizational documents and indicate where the provision is found. If Design-Build Contractor is an existing partnership, limited liability company or joint venture not formed or created for the Project and is unable to modify its partnership agreement, limited liability operating agreement or joint venture agreement, as applicable, it may satisfy this requirement by submitting a unanimous consent executed by its partners, members or joint venturers, as applicable, agreeing to abide to the provisions of this clause (D).

FORM B-1

IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS

| NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, email) | ROLE OF ENTITY IN PROPOSER ORGANIZATION | INDOT/KYTC Prequalification Categories (Specify Which) | Description of Work/Services To Be Performed By Entity (if applicable) |
|--|--|---|---|
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| | | | |
| | | | |
| | | | |

The above information is true, correct and accurate.

Executed _____.

(Signature)

(Name Printed)

(Title)

(Proposer)

FORM B-2

INFORMATION ABOUT PROPOSER'S ORGANIZATION

1.0 Name of Proposer: _____

2.0 Name of firm completing **Form B-2**: _____

Firm's role on Proposer team (check one):

Proposer; Equity Member; Major Participant; Financially Responsible Party

3.0 Year established: _____ State/county of organization: _____

4.0 Firm's licenses, registrations and credentials (attach copies): _____

5.0 Name of firm's authorized representative executing **Form B-2**: _____

6.0 Representative's Title:

7.0 Representative's Phone No.: _____ E-mail address: _____

8.0 Name of firm's CEO/chairman: _____

9.0 Federal Tax ID No.: _____

10.0 North American Industry Classification Code:

11.0 Type of Business Organization (check one):

Corporation; Partnership; Joint Venture; Limited Liability Company;

Other (describe) _____

12.0 Business address: _____

Headquarters address: _____

Location of office performing work: _____

13.0 Describe firm's role/anticipated scope of work: _____

14.0 How many years (measured from the date of issuance of this RFQ) has the firm completing the form been: (a) in its current line of business; and (b) in business under its present name?

| Name | No. of years in business | No. of years under present name |
|------|--------------------------|---------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

15.0 Under what other or former names has the entity completing this form operated and during what years?

| Name | Year(s) |
|------|---------|
| | |
| | |
| | |

16.0 If the firm completing **Form B-2** is a partnership, joint venture or limited liability company, provide the name and role of each partner, joint venturer or member firm, as applicable, in the space below. Complete a separate **Form B-2** and **Form C** (Certification) for each partner, joint venturer and member firm and include in the SOQ.

| Name of entity | Role (e.g., partner, joint venturer, member) |
|----------------|--|
| | |
| | |
| | |
| | |
| | |

17.0 If the firm completing Form B-2 is Proposer or a Financially Responsible Party:

If the Proposer organization has already been formed, as an attachment, provide complete copies of the organizational documents and, if available, evidence of Proposer’s right to conduct business in the State. If the Proposer organization has not yet been formed, provide draft copies of the underlying agreements, if available. If Proposer is a partnership, joint venture, limited liability company or

other privately held company, include a statement that the Equity Members will be fully liable for performance under the PPA Documents if Proposer is selected

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed _____.

(Signature)

(Name Printed)

(Title)

(Proposer)

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

If any Major Participant or Subcontractor identified above is a single purpose entity formed for the Project, complete the following matrix for each such single purpose entity:

| Name of Major Participant/Subcontractor | Form of Entity (partnership, joint venture, LLC, corporation, etc.) | Entities with Ownership Interest | Percentage of Ownership Interest |
|---|---|----------------------------------|----------------------------------|
| Ex: Contractor AB, JV | Joint venture | Contractor A | 60% |
| | | Contractor B | 40% |
| | | | |

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants resulting in an agreement to enter into any Contracts with respect to the Project, except for those listed above. Proposer agrees that it will follow applicable PPA Documents requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that IFA has determined that a Proposer's efforts to obtain participation by Subcontractors could reasonably be expected to produce 6% Disadvantaged Business Enterprises participation of the Contract Price for the professional services and construction portions of the Work.

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed _____.

(Signature)

(Name Printed)

(Title)

(Proposer)

FORM C-1

RESPONSIBLE PROPOSER, EQUITY MEMBER, MAJOR PARTICIPANT AND FINANCIALLY RESPONSIBLE PARTY QUESTIONNAIRE

PROPOSER'S NAME: _____

NAME OF ENTITY PROVIDING THIS FORM: _____

Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For a limited partnership, Equity Member means the general partners only.

The term "**affiliate**" means a parent company at any tier, subsidiary company at any tier, entity under common ownership, joint venture or partnership involving such entities (but only as to activities of a joint venture or partnership involving Proposer, any Equity Member or any Major Participant 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 Participant), and other financially liable party for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFQ) in North America. For a limited partnership, Equity Member means the general partners only. Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

Has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

1. Sought protection under any provision of any bankruptcy act within the past 10 years (measured from the date of issuance of the RFQ)?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

2. 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 10 years (measured from the date of issuance of the RFQ)?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

3. 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 10 years (measured from the date of issuance of the RFQ)?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

4. 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, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law within the past 10 years (measured from the date of issuance of the RFQ).

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

5. 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 governing any of common construction wages, (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 within the past 10 years (measured from the date of issuance of the RFQ)?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

6. Been convicted of violating a state or federal law respecting the employment of undocumented aliens within the past 10 years (measured from the date of issuance of the RFQ)?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

7. 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 10 years (measured from the date of issuance of the RFQ)?

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. If no, so state.

Yes ___ No ___

8. Performed or managed any construction project that involved serious, repeated or multiple failures to comply with safety rules, regulations, or requirements within the past 10 years (measured from the date of issuance of the RFQ)?

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. If no, so state.

Yes ___ No ___

9. With respect to questions 1 – 8 above, if not previously answered or included in a prior response on this form, been involved in 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 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain and provide the information requested as to such similar items set forth in the matters referenced above on separate sheets attached hereto. If no, so state.

Yes ___ No ___

10. Had any instance where it submitted a bid on a public works project and found to be nonresponsive or found by an awarding body not to be a responsible bidder?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

11. Had any settled adverse claim, dispute or lawsuit with the owner of a public works project during the last five years in which the claim, settlement or judgment exceeded fifty thousand dollars (\$50,000)?

If yes, please explain the circumstances, including the amount of the claim, settlement or judgment and other details. If no, so state.

Yes ___ No ___

12. Had liquidated damages assessed against it during or after completion of a contract in the last five years?

If yes, please explain the circumstances, including the amount and basis for the assessment (e.g., \$X total at \$Y/day). If no, so state.

Yes ___ No ___

13. Had a surety for the firm or any affiliate complete a contract on the entity's behalf or paid for completion because the entity was in default or terminated by the project owner within the last five years?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

14. Had any license, credential, or registration revoked or suspended in the past five years?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed _____, 2020.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

FORM C-2

RESPONSIBLE PROPOSER RECERTIFICATION

PROPOSER'S NAME: _____

Check one of the following boxes.

- Proposer, on behalf of itself, and all Equity Members, Major Participants and Financially Responsible Parties, certifies that, as of the date of this recertification, there have been no changes in any of the foregoing entities' responses to the questions in Form C-1 that were submitted with its Proposal on or before November 13, 2020.

- Proposer, on behalf of itself, and all Equity Members, Major Participants and Financially Responsible Parties, certifies that, as of the date of this recertification, there have been changes in one or more of the Proposer's responses to the questions in Form C-1 that were submitted with its Proposal on or before November 13, 2020. In the area below are the question number(s) with responses that have changed and a revised response for such question. Proposer, on behalf of itself, and all Equity Members, Major Participants and Financially Responsible Parties, certifies that, other than as listed below, as of the date of this recertification, there have been no changes in any of the foregoing entities' responses to the questions in Form C-1 that were submitted with its Proposal on or before November 13, 2020.

| |
|---|
| Question #__ Revised Response: |
| |
| Question #__ Revised Response: |
| |
| <i>[Proposer to insert relevant question numbers and revised responses above. Repeat as necessary]</i> |

Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed _____, 2020.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

Proposer shall submit this completed and executed Form C-2 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 December 2, 2020 and no later than December 7, 2020).

FORM D
INDUSTRIAL SAFETY RECORD
FOR PROPOSER, EQUITY MEMBERS AND MAJOR PARTICIPANTS

PROPOSER'S NAME: _____

NAME OF TEAM MEMBER: _____

ROLE OF TEAM MEMBER: _____

This form shall be filled out separately and provided for Proposer, each Equity Member and each Major Participant of Proposer's team that has undertaken work in the United States and will perform or supervise construction and installation Work for the Project, and including information for any entity affiliated with such team member that has undertaken work in the United States. Information must be provided with regard to all construction, installation and integration work undertaken in the United States (including the State of Indiana) by the entity, with separate statistics relative to the State of Indiana. For team members that are members of joint ventures, information as to the joint venture shall be provided as though 100% of the results were for the listed participant. Proposer may be requested to submit additional information or explanation of data which IFA may require for evaluating the safety record.

For purposes of this form, the term "affiliated" means 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 Proposer, any Equity Member or any Major Participant 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 Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in the United States. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years in the United States.

| | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
|--|-------------|-------------|-------------|-------------|
| 1) Total Hours Worked (in thousands) Nationwide: Indiana: | | | | |
| 2) Number of fatalities: * Nationwide: Indiana: | | | | |
| 3) Number of lost workdays: * Nationwide: Indiana: | | | | |
| 4) Number of lost workdays* cases: Nationwide: Indiana: | | | | |
| 5) Number of injury/illness* cases: Nationwide: Indiana: | | | | |
| 6) Number of days of* restricted work activity due to injury/illness: Nationwide: Indiana: | | | | |

| | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
|--|-------------|-------------|-------------|-------------|
| 7) Incidence Rate** Lost Workday Cases Nationwide: Indiana: Days Lost Nationwide: Indiana: | | | | |
| 8) Worker's Compensation Experience Modifier Nationwide: Indiana: | | | | |

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Indiana that the information is true and accurate within the limitation of those records.

Executed _____, 2020.

Name of Company (Print)

Signature

Address

Title

City

State and ZIP Code

Telephone Number

(or international address, if applicable)

FORM E

PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY

Name of Proposer: _____

| Key Personnel Assignment | Name of Individual Assigned and Employer |
|---|---|
| Project Manager | |
| Design Manager | |
| Structural Design Lead Engineer | |
| Construction Manager | |
| Design-Build Coordinator | |
| Design Quality Manager | |
| Construction Quality Manager | |
| Maintenance of Traffic Design-Build Coordinator | |
| Structural Steel Painting Manager | |
| Public Information Coordinator | |
| Environmental Compliance Manager | |
| Safety Manager | |
| Project Scheduler | |

Proposer's Name: _____ (the "Proposer")

Employer's Name: _____ (the "Employer") *[Note: duplicate as necessary to ensure all employers execute]*

COMMITMENT OF AVAILABILITY

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named Key Personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: _____

Signed: _____

Printed Name: _____

Title: _____

[replicate as necessary:]

Employer's Name: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____, 2020

(Signature)

(Name Printed)

(Title)

(Signature)

(Name Printed)

(Title)

Subscribed and sworn to before me this ___ day of _____, 2020.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes (i) the entity making the Proposal and so that it is signed by and on behalf of all partners, members, joint venture members, (ii) Equity Members of Proposer, and (iii) each Major Participant that is allowed to be on more than one team pursuant to ITP Section 2.9.4.]

FORM G

DBE CERTIFICATION

DBE REQUIREMENTS

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and construction work on the Project.

Disadvantaged Business Enterprises: 6%

DBE Certification

By signing the Proposal, Proposer certifies that (1) the above DBE project goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Proposer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the PPA, the Design-Build Contractor will submit a final DBE Performance Plan meeting the requirements set forth in Section 7.1.3 of the PPA.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by Proposer will become property of IFA and Proposer will be precluded from participating in any reprocurement of the PPA for the Project.

[Name]

[Title]

FORM H

CONFLICT OF INTEREST DISCLOSURE STATEMENT

[TO BE COMPLETED BY PROPOSER ON ITS BEHALF AND ON BEHALF OF ALL ENTITIES ON THE PROPOSER TEAM]

Proposer's attention is directed to 23 CFR Part 636, Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "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.

Proposers are advised that in accordance with Section 2.9.2 of the Instructions to Proposers, certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with the Project Sponsors in connection with the procurement and document preparation for the Project.

1. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of Proposer's team (including Proposer, Design-Build Contractor, the Major Participants, proposed consultants and proposed Subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate "None".

By way of example only, and in no way limiting Proposer's disclosure obligations, Proposer should disclose (a) any current contractual relationships with the Project Sponsors, (b) any past, present, or planned contractual or employment relationships with any Project Sponsor member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any Project Sponsor member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

Disclosure:

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Explanation:

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Proposer Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____, 2020

FORM I

PRICE PROPOSAL FORM

| | | |
|--|--|----------------|
| Total Proposal Amount (in US dollars) | | \$_____ |
|--|--|----------------|

Proposer proposes the above total amount from IFA as the Contract Price for all Work under the PPA Documents.

Proposer Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____, 2020

FORM I-1
SUMMARY COST TABLE FORM

| <u>Cost Category</u> | <u>Capital Cost</u> | |
|--|---------------------|-----------------------|
| | <u>Labor Cost</u> | <u>Non Labor Cost</u> |
| Mobilization (may not exceed 5 % of the Contract Price) | | |
| Project Management | | |
| Design and Engineering | | |
| Bridge Deck Replacement | | |
| Structural Steel Repair | | |
| Hanger Cable Replacement | | |
| Substructure Repair | | |
| Bridge Painting | | |
| Bridge Deck Overlay | | |
| HMA Overlay & Preventative Maintenance | | |
| Maintenance of Traffic | | |
| Signing, Lighting, Signals, and ITS | | |
| Demobilization | | |
| Record Drawings (Must Equal 0.5% of Contract Price) | | |
| Performance Bonds and Payment Bonds | | |
| Insurance | | |
| Contingency and Profit | | |
| Temporary Patching Allowance | | \$730,000 |
| Permanent Patching Allowance | | \$320,000 |
| Structural Repairs Allowance | | \$500,000 |
| Subtotals | | |

| <u>Cost Category</u> | <u>Capital Cost</u> |
|----------------------|---------------------|
| Total | (Contract Price) |

Cost Category Description for Elements Contained in Form I-1

Mobilization

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the Project mobilization provisions as specified in the PPA Documents. The maximum amount allowed under this item shall not exceed 5% of the Contract Price.

Project Management

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the field offices and general Project management and Project management personnel.

Design and Engineering

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the design and engineering as specified in the PPA Documents, including surveys, geotechnical, landscaping and aesthetics, environmental compliance and utility coordination and design.

Bridge Deck Replacement

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with bridge deck replacement.

Structural Steel Repair

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with structural steel repair.

Hanger Cable Replacement

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with replacement of all hanger cables.

Substructure Repair

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with all substructure repairs.

Bridge Painting

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with bridge painting.

Bridge Deck Overlay

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with bridge deck overlays.

HMA Overlay & Preventative Maintenance

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with HMA overlays and preventative maintenance.

Maintenance of Traffic

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with maintenance of traffic.

Signing, Lighting, Signals, and ITS

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with signing, lighting, signals, and ITS.

Demobilization

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with demobilization from the Project.

Record Drawings

Includes full compensation for furnishing all labor, materials, tools, equipment, fees, and incidentals; performing all work efforts associated with Record Drawings for the Project as specified in the PPA Documents. The amount payable for Record Drawings shall equal 0.5% of the Contract Price.

Performance Bonds and Payment Bonds

Includes full compensation for the premiums, commissions and other costs for all bonds required by the PPA Documents, including the Performance Bond, Payment Bond and any Warranty Bond. Profit, overhead and mark-up may not be applied to this amount.

Insurance

Includes full compensation for the premiums, commissions and other costs for all insurance required by the PPA Documents. Profit, overhead and mark-up may not be applied to this amount.

Contingency and Profit

Includes full compensation for furnishing all labor, materials, tools, equipment, fees, and incidentals; performing all work efforts not otherwise included in other Cost Categories and all contingency and profit.

FORM J

PROPOSAL BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____ **[NOTE: insert name of Proposer as the Principal and delete this bracketed text]**, as Principal and _____, as Surety or as Co-Sureties, each a [corporation] duly organized under the laws of the State of Indiana, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Indiana, are hereby jointly and severally held and firmly bound unto the Indiana Finance Authority (“IFA”), in the sum of \$[10,000,000] **[NOTE: insert amount and delete this bracketed text; amount must be \$10,000,000 if a single bond is provided; multiple bonds in lesser amount may be provided if the sum equals \$10,000,000]** (the “Bonded Sum”). This Bonded Sum reflects [a portion of]**[NTP: delete bracketed language if a single bond is provided]** the total amount payable to IFA by the Principal if it is identified as the apparent highest ranked proposer or awarded a contract based on its Proposal for the development, design and construction of the Project (the “Project”), for the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its Proposal to design and construct the Project through a Public-Private Agreement (the “Agreement”), which Proposal is incorporated herein by this reference and has been submitted pursuant to IFA’s Request for Proposals dated as of June 15, 2020, as amended or supplemented, (the “RFP”), in accordance with the Instructions to Proposers (“ITP”) included in the RFP (initially capitalized terms not otherwise defined herein shall have the meaning set forth in the ITP);

NOW, THEREFORE:

1. The condition of this bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to IFA as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the "Co-Sureties") of notice of such forfeiture from IFA:

(a) Principal's receipt of written notice from IFA that either (i) no Agreement for the Project will be awarded by IFA pursuant to the RFP, or (ii) IFA has awarded an Agreement for the Project, has received the executed Agreement and other required documents, and does not intend to award the Agreement to Principal;

(b) Except as expressly provided otherwise in the RFP and/or agreed to by IFA in writing, Principal's performance of its obligations, as set forth in the ITP, to achieve commercial close by the applicable deadline, as such deadline may be extended in accordance with the RFP; or

(c) If IFA has not previously delivered notice of forfeiture hereunder, failure of IFA to notify Principal that it is the Preferred Proposer within 150 days after the Proposal Due Date.

2. The Principal and the Surety or Co-Sureties hereby agree to pay to IFA the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days after occurrence of any occurrences in Section 4.7 of the ITP.

3. Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate IFA for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of IFA's transportation improvement program, including 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). Principal further acknowledges that these damages 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. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that IFA would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

4. The following terms and conditions shall apply with respect to this bond:

(a) This Proposal Bond shall not be subject to forfeiture in the event that IFA disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.

(b) If suit is brought on this bond by IFA and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by IFA in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

(c) Any extension(s) of the time for award of the PPA that Principal may grant in accordance with the PPA or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

(d) Correspondence or claims relating to this bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of _____, 2020.

Principal

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

By: _____

Co-Surety

By: _____

Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

FORM K

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned Proposer certifies on behalf of itself and all Equity Members, Major Participants and proposed Subcontractors the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its Proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: _____, 2020

Proposer: _____

Signature: _____

Title: _____

FORM L

COMPLETION DEADLINES

Last Allowable Dates:

| Milestone | Deadline |
|---------------------------------|--|
| Substantial Completion Deadline | [843] days after issuance of NTP |
| Final Acceptance Deadline | 150 days after Substantial Completion Deadline |

Proposal Commitment Dates (cannot exceed the above table):

| Milestone | Deadline |
|------------------------|--|
| Substantial Completion | [insert duration from issuance of NTP not later than [843] days after issuance of NTP, and no earlier than [663] days after issuance of NTP] (i.e., proposed "Total Project Duration" in days) |

FORM M

FORM OF WAIVER AND RELEASE RE: STIPEND
WORK PRODUCT TRANSFER OF RIGHTS AND RELEASE OF CLAIMS

The undersigned certifies and agrees on behalf of Proposer, its Equity Members, its Major Participants and all other members of the Proposer team, that:

[**NTD**: Check ALL of the following boxes]

- It has reviewed the provisions set forth in this Work Product Transfer of Rights and Release of Claims and expressly recognizes and agrees to be bound by the provisions set forth herein.
- It (a) has received and agreed to an offer from the Indiana Finance Authority (“IFA”) for the payment of a stipend in an amount, under certain circumstances, and subject to the terms and conditions of the Stipend Agreement and the Instructions to Proposals issued by IFA on June 15, 2020, as amended, the “ITP”), in respect of the Sherman Minton Corridor Project, including Section 6.3 thereof, and (b) is eligible to receive all or a portion of the total amount available for a stipend from IFA for work product received by the Indiana Finance Authority (“IFA”) pursuant to the Stipend Agreement and the ITP.
- It has reviewed the provisions set forth in this Work Product Transfer of Rights and Release of Claims and hereby, upon receipt of the amount of the stipend as prescribed under the Stipend Agreement and Section 6.3 of the ITP: (a) transfers all rights to its work product to the Project Sponsors; (b) waives all rights to protest the procurement of the Project; and (c) fully, unconditionally and irrevocably releases and waives all claims against the Project Sponsors arising out of or relating to: (i) the use of the work product; (ii) the Project; and (iii) this procurement.

Upon Proposer’s receipt of any stipend amount, and in consideration thereof, the Project Sponsors shall each have all right to, and be entitled to use all work product submitted by Proposer to the Project Sponsors during the procurement (including ATCs, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans and specifications) and any work product contained in its Proposal, if submitted, without any further compensation or consideration to Proposer. The foregoing rights of the Project Sponsors shall not apply to work product that is expressly required to be returned to Proposer under the RFP. Upon Proposer’s receipt of any stipend amount, this right shall extend to allow the Project Sponsors to use such work product in the performance of its functions. Capitalized terms used, but not defined, herein shall have the meanings ascribed in the ITP.

Proposer: _____

Date: _____

Signature: _____

Title: _____

FORM N

FORM OF STIPEND AGREEMENT

**STIPEND AGREEMENT
(Sherman Minton Corridor Project)**

THIS STIPEND AGREEMENT is made and entered into as of November 13, 2020, by and between the Indiana Finance Authority, a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions ("IFA") and [_____], a [_____] ("Proposer"), with reference to the following facts:

A. Proposer is one of the proposers shortlisted to submit Proposals for the Sherman Minton Corridor Project (the "Project"), and wishes to submit a Proposal in response to the Request for Proposals for the Sherman Minton Corridor Project issued by IFA on June 15, 2020 as amended, the "RFP". Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

B. The RFP provides for the execution and delivery of a Stipend Agreement between IFA and each Proposer.

NOW, THEREFORE, Proposer hereby agrees as follows:

1. SERVICES AND PERFORMANCE

(a) By executing this Agreement, Proposer has irrevocably elected to accept payment of a stipend subject to the terms hereof.

(b) IFA hereby retains Proposer to actively participate in good faith in the procurement process and to prepare a responsive and compliant Proposal in response to the RFP. Responsiveness and compliance shall be determined pursuant to the ITP. Proposer shall be considered a vendor for purposes of payment of the stipend.

(c) Subject to the provisions of the RFP Documents regarding ownership of the Proposal and Proposer work product, all work product submitted by Proposer to the Project Sponsors during the procurement and in connection with the Proposal (including all ATCs, written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans, specifications, and other graphic and visual aids generated by or on behalf of Proposer for the purpose of developing its Proposal during this procurement process) shall be considered work for hire, and the products of such work shall become the property of the Project Sponsors without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Stipend Agreement. The foregoing rights of the Project Sponsors shall not apply to work product that is expressly required to be returned to Proposer under the RFP.

2. TERM

Unless otherwise provided herein, the provisions of this Stipend Agreement shall remain in full force and effect until the earlier to occur of (a) 12 months from the date of the execution of this Stipend Agreement or (b) the date payment is delivered hereunder; provided that if payment has not been made under this Stipend Agreement prior to the date referred to in clause (a) above, this Stipend Agreement shall continue in full force and effect until the date on which such payment has been made by IFA and received by Proposer. Work pursuant to this Stipend Agreement is authorized to commence effective upon the execution date of this Stipend Agreement, and the work product is due and must be delivered to IFA no later than the earlier of (i) 15 days after delivery to Proposer of notice by IFA of the cancellation by IFA of this procurement or (ii) the Proposal Due Date.

3. COMPENSATION AND PAYMENT

IFA shall pay to Proposer (or as it may direct) a stipulated stipend payment for this procurement if none of the circumstances in Section 6.3.2 of the ITP apply and preclude Proposer from receiving the stipend. The form of invoice submitted by Proposer shall be as set forth in Exhibit 1 hereto.

4. INDEMNITIES AND SURETYSHIP

(a) Proposer agrees that it will indemnify, defend, and hold harmless the Project Sponsors and all of the Project Sponsors' respective officers, agents, representatives, employees, successors and assigns from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) asserted, incurred, suffered or awarded as a result of or that relate to any third party claims, suits, actions, allegations or proceedings arising out of or caused by any acts, actions, negligence, omissions, fault, willful misconduct, violation of law or breach of contract by Proposer, its Equity Members, Major Participants, other team members or their respective agents, employees, or representatives arising out of or relating to the work product performed hereunder or in connection with or contained in the Proposal, whether direct or indirect, and whether to any person or property to which the Project Sponsors or said parties may be subject, except that Proposer shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence or willful misconduct of the Project Sponsors or any of their respective officers, agents, representatives or employees. The foregoing indemnity shall survive the expiration or termination of this Stipend Agreement and shall expressly apply to and include all third party claims, suits, actions or allegations of infringement, confidential information, domestic or foreign patent rights, copyrights, intellectual property rights, moral rights, trade secrets, proprietary rights, licensing rights and unauthorized use. Notwithstanding the foregoing, except for such matters covered by the immediately preceding sentence, the indemnity shall not cover use by the Project Sponsors of such work product performed under this Stipend Agreement after award of the Agreement. Should Proposer become the Design-Build Contractor under the Agreement, the indemnity under this Section 4(a) shall continue to

apply in accordance with its terms and be additive to any indemnifications set forth in the Agreement.

(b) Proposer's obligation to indemnify, defend, and pay for the defense or, at the Project Sponsors' option, to participate and associate with the Project Sponsors in defense of any claim and any related settlement negotiations, shall be triggered by either of the Project Sponsors' notice of claim for indemnification to Proposer. Only a final and unappealable adjudication or judgment specifically finding sole negligence or willful misconduct of the Project Sponsors or any of their respective board members, officers, agents, representatives or employees shall excuse performance of this provision. Proposer shall pay all costs and fees related to this obligation and its enforcement by the Project Sponsors. A failure by the Project Sponsors to notify Proposer of a claim shall not release Proposer of the above duty to defend.

(c) For purposes of this Section 4, "third party" means any Person (as defined in the Agreement) other than an Indemnified Party (as defined in the Agreement) and Proposer, except that a "third party" includes any Indemnified Party's employee, agent or contractor who asserts a claim that is (a) against an Indemnified Party, (b) within the scope of the indemnities and (c) not covered by the Indemnified Party's worker's compensation program.

5. COMPLIANCE WITH LAWS

(a) Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Project Sponsors during this procurement process, are, upon their receipt by the Project Sponsors, the property of the Project Sponsors and are subject to the Public Records Act.

(b) Proposer shall comply with all federal, state, and local laws; ordinances; rules; and regulations applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Stipend Agreement. Proposer shall also comply with all customary vendor payment requirements of the State of Indiana, including completion of a W-8 form.

(c) Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Stipend Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement.

6. ASSIGNMENT

Proposer shall not assign, transfer, pledge, sell, or otherwise convey this Stipend Agreement without IFA's prior written consent, in its sole discretion. Any assignment of this Stipend Agreement without the required consent of IFA shall be null and void and

may, in IFA's sole discretion, disqualify Proposer from further consideration for the procurement process and the Project.

IFA may assign, transfer, pledge, sell, or otherwise convey this Stipend Agreement (a) without Proposer's consent, to IFA and any other Person that succeeds to the governmental powers and authority of IFA, and (b) to others with the prior written consent of Proposer. Where consent is required but not given, any assignment of this Stipend Agreement shall be null and void.

7. MISCELLANEOUS

(a) Proposer and IFA agree that Proposer, its Equity Members, Major Participants and other team members and their respective employees are not agents or representatives of the Project Sponsors as a result of this Stipend Agreement.

(b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(c) This Stipend Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

(d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is by the courts held to be illegal or in conflict with any law of the State of Indiana, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions to be invalid.

(e) This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

(f) This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(g) As required by IC 5-22-3-7, Proposer, on behalf of itself and the Equity Members certifies that, (i) in accordance with IC 5-22-3-7 (A) Proposer, except for *de minimis* and nonsystematic violations, has not violated the terms of (1) IC 24-4.7 (Telephone Solicitation Of Consumers), (2) IC 24-5-12 (Telephone Solicitations), or (3) IC 24-5-14 (Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) Proposer will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law; and (ii) an Affiliate or principal of Proposer and any agent acting on behalf of Proposer or on behalf of an Affiliate or principal of Proposer

(A) except for *de minimis* and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal Law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Stipend Agreement, even if IC 24-4.7 is preempted by federal Law.

(h) Proposer and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Project Sponsors or the State, as set forth in IC 4-2-6 et seq., IC 4-2-7 et seq., the regulations promulgated thereunder, Executive Order 04-08, dated April 27, 2004. If Proposer is not familiar with these ethical requirements, Design-Build Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If Proposer or its agents violate any applicable ethical standards, Proposer may be subject to penalties under IC 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable Laws.

(i) Proposer and its agents shall abide by all requirements of IC 8-15.5-13 in respect of the prohibition on political contributions by Proposer. Neither Proposer nor any individual who has an interest in Proposer, may make any contribution to any candidate, or committee, during and up to and including three (3) years following the term of this Stipend Agreement.

(j) The parties agree that the exclusive original jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of this Stipend Agreement shall be the Indiana Commercial Court in Marion County, Indiana.

IN WITNESS WHEREOF, this Stipend Agreement has been executed and delivered as of the day and year first above written.

INDIANA FINANCE AUTHORITY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT 1

FORM OF INVOICE

[See attached]

FORM OF INVOICE FOR STIPEND AMOUNT

Reference is made to that Request for Proposals to Design and Construct the Sherman Minton Corridor Project through a Public-Private Agreement issued on June 15, 2020 (as amended, the "ITP") by the Indiana Finance Authority ("IFA").

Reference is also made to that certain Stipend Agreement (the "Stipend Agreement") dated as of November 13, 2020, by and between IFA and [_____] ("Proposer").

Capitalized terms used, but not defined, herein shall have the meanings ascribed in the ITP.

Pursuant to Section 6.3.1 of the ITP and the Stipend Agreement, Proposer hereby requests payment of \$300,000. Attached to this invoice is an executed irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against IFA, in the form of Form M to the ITP. Proposer represents and warrants to IFA that (a) Proposer submitted to IFA a timely and responsive, but unsuccessful, Proposal by the Proposal Due Date in accordance with the terms and conditions of the RFP Documents and (b) Proposer is eligible for payment pursuant to Section 6.3 of the ITP.

Proposer acknowledges that submission of this invoice, and payment by IFA of any amount in response to this invoice, is in all respect subject to the terms and conditions of the ITP, Stipend Agreement and the other RFP Documents.

CERTIFICATION

The undersigned Proposer hereby certifies that (a) Proposer is entitled to payment of the stipend pursuant to the terms of the ITP and the Stipend Agreement; (b) the irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against the Project Sponsors, in the form of Form M to the ITP, has been executed and delivered to IFA and is in full force and effect and (c) that this entire invoice and all other supporting documentation are each, and collectively, true, correct and complete.

PROPOSER: _____

By: _____

Name: _____

Title: _____

FORM O

PROPOSER COMMENTS/QUESTIONS FORM

Proposer: _____

Comment Sheet ___ of ___ Sheets

| No. | Document (e.g., ITP, Contract, TPs) | Section No. | Category (1, 2, 3 or 4) | Comment(s) | Reserved for IFA Response |
|------------|--|--------------------|-----------------------------------|-------------------|----------------------------------|
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FORM P

GUARANTOR COMMITMENT LETTER

[____], 2020

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Silvia Perez

RE: GUARANTOR COMMITMENT TO PROVIDE PARENT GUARANTY FOR THE
SHERMAN MINTON CORRIDOR PROJECT – DESIGN-BUILD CONTRACT

Dear Ms. Perez:

_____ [INSERT NAME OF ENTITY PROVIDING THE GUARANTY], hereinafter
“Guarantor,” is _____ [DESCRIBE RELATIONSHIP TO PROPOSER].

This commitment letter is provided on behalf of _____ [INSERT NAME OF
PROPOSER] (“Proposer”) in connection with Proposer’s proposal (“Proposal”) for the
public-private agreement (“Public-Private Agreement”) to design and build the Sherman
Minton Corridor Project (the “Project”).

Guarantor hereby unconditionally and irrevocably agrees to provide a guaranty,
guaranteeing to the Indiana Finance Authority (“IFA”) all the obligations of Proposer with
respect to the Public-Private Agreement in the form of Exhibit 14 of the Public-Private
Agreement and guaranteeing all the obligations of the Design-Build Contractor named
in the Proposal that are described in such Exhibit 14 to the Public-Private Agreement.
This commitment extends to all Proposal Commitments that will be incorporated into the
Public-Private Agreement, and to all changes from the form of Public-Private Agreement
included in the Request for Proposals for the Project that may be negotiated between
IFA and Proposer.

This commitment is subject only to award of the Public-Private Agreement to Proposer
and execution of the Public-Private Agreement by IFA.

Sincerely,

[Title]

[Attach evidence of authorization of the signatory to the letter, which may include a
Power of Attorney signed by an authorized individual of the entity or other authority, as
evidenced by the partnership agreement, joint venture agreement, corporate charter,
bylaws or resolution.]

FORM Q

BUY AMERICA CERTIFICATION

(To be signed by authorized signatory(ies) of Proposer)

The undersigned Proposer hereby certifies on behalf of itself and all Subcontractors (at all tiers) the following with regard to the Project:

- a. Proposer shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the PPA Documents only if domestic steel and iron will be used on the Project, as well as Buy America requirements set forth in the Standard Specifications. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Contract Price.
- b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this PPA be investigated, Proposer has the burden of proof to establish that it is in compliance.
- c. At Proposer’s request, IFA may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by IFA.

Date: _____, 2020

Signature: _____

Title: _____

Proposer’s Name: _____

FORM R

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by Proposer, Equity Members, each Major Participant and each non-exempt Subcontractor.]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[NTD: check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[NTD: check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____, 2020

If not Proposer, relationship to Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposer, Major Participants (other than Equity Members) and proposed non-exempt Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants and all proposed Subcontractors]

FORM S

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

The undersigned [**NTD**: check one]

Proposer Equity Member Major Participant proposed Subcontractor

The undersigned certifies, to the best of its knowledge and belief, that:

1. The firm/entity for which the undersigned is making this certification has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of such firm/entity, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The firm/entity for which the undersigned is making this certification also agrees that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure

Date: _____, 2020

Firm/Entity: _____

Signature: _____

Title: _____

Proposer: _____

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Subcontractors.]

FORM T

PREQUALIFICATION IDENTIFICATION

[This form will be used to provide information about the team members, as of the Proposal Due Date, required for the Proposer team to satisfy the Prequalification Work Type Certification requirements set forth in ITP Section 1.13 (other than clauses (i)-(vi) of Section 1.13(c), which need not be satisfied as of the Proposal Due Date.]

Proposer Name _____

| ITP Section Cross-Reference | Prequalification Work Type | Proposer Team Member Satisfying Prequalification |
|------------------------------------|---|---|
| <u>Section 1.13(a)</u> | INDOT Certificate of Qualification for at least \$150 million in the aggregate | |
| <u>Section 1.13(b)(i)</u> | \$Unlimited in the following INDOT construction prequalification work type: D (a) Highway or Railroad Bridges over Water | |
| <u>Section 1.13(b)(ii)</u> | \$Unlimited in the following INDOT construction prequalification work type: D (c) Bridge Involving Protection of Railroad Tracks | |
| <u>Section 1.13(c)(vii)</u> | INDOT Prequalification Work Type E (l) Structural Steel Erection | |
| <u>Section 1.13(c)(viii)</u> | INDOT Prequalification Work Type E (m) Cleaning and Painting Bridges | |

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| <u>Section 1.13(d)(i)</u> | INDOT Prequalification Work Type Certification in 3.2 Complex Traffic Capacity and Operations Analysis | |
| <u>Section 1.13(d)(ii)</u> | INDOT Prequalification Work Type Certification in 5.6 Waterway Permits | |
| <u>Section 1.13(d)(iii)</u> | INDOT Prequalification Work Type Certification in 5.9 Archaeological Investigations | |
| <u>Section 1.13(d)(iv)</u> | INDOT Prequalification Work Type Certification in 5.10 Historical/Architectural Investigations | |
| <u>Section 1.13(d)(v)</u> | INDOT Prequalification Work Type Certification in 6.1 Topographic Survey Data Collection | |
| <u>Section 1.13(d)(vi)</u> | INDOT Prequalification Work Type Certification in 7.1 Geotechnical Engineering Services | |
| <u>Section 1.13(d)(vii)</u> | INDOT Prequalification Work Type Certification in 8.2 Complex Roadway Design | |
| <u>Section 1.13(d)(viii)</u> | INDOT Prequalification Work Type Certification in 9.1 Level 1 Bridge Design | |
| <u>Section 1.13(d)(ix)</u> | INDOT Prequalification Work Type Certification in 9.2 Level 2 Bridge Design | |
| <u>Section 1.13(d)(x)</u> | INDOT Prequalification Work Type Certification in 10.1 Traffic | |

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|-------------------------------|--|--|
| | Signal Design | |
| <u>Section 1.13(d)(xi)</u> | INDOT Prequalification Work Type Certification in 10.3 Complex Roadway Sign Design | |
| <u>Section 1.13(d)(xii)</u> | INDOT Prequalification Work Type Certification in 10.4 Lighting Design | |
| <u>Section 1.13(d)(xiii)</u> | INDOT Prequalification Work Type Certification in 10.5 Intelligent Transportation System Design | |
| <u>Section 1.13(d)(xiv)</u> | INDOT Prequalification Work Type Certification in 10.6 Intelligent Transportation System Integration | |
| <u>Section 1.13(d)(xv)</u> | INDOT Prequalification Work Type Certification in 14.1 Regular Bridge Inspections | |
| <u>Section 1.13(d)(xvi)</u> | INDOT Prequalification Work Type Certification in 14.2 Complex Bridge Inspections | |
| <u>Section 1.13(d)(xvii)</u> | INDOT Prequalification Work Type Certification in 14.5 Bridge Load Capacity Rating & Other Bridge Analysis/Testing | |
| <u>Section 1.13(d)(xviii)</u> | INDOT Prequalification Work Type Certification in 16.1 Utility Coordination | |
| <u>Section 1.13(d)(xix)</u> | INDOT Prequalification Work Type Certification in 17.3 Storm Sewer and Detention Design | |
| <u>Section 1.13(d)(xx)</u> | INDOT Prequalification Work Type Certification in 18.1 | |

| | | |
|-------------------------------|--|--|
| | Pavement Analysis and Design | |
| <u>Section 1.13(d)(xxi)</u> | KYTC Prequalification Work Type Certification in [Bridge] Spans Less Than 500 Feet (Including Culvert Design) | |
| <u>Section 1.13(d)(xxii)</u> | INDOT Prequalification Work Type Certification in Level 3 Design Elements, including design and rehabilitation of deck truss, through truss, and tied-arch through truss type structures | |
| <u>Section 1.13(d)(xxiii)</u> | KYTC Prequalification Work Type Certification in [Bridge] Spans Greater Than 500 Feet | |

Note:

1. In accordance with Section 1.13(d) of the ITP, Proposer (or its Equity Members or Major Participants) must have the required prequalification for either Level 3 Design Elements, including design and rehabilitation of deck truss, through truss, and tied-arch through truss type structures (INDOT) or [Bridge] Spans Greater Than 500 Feet (KYTC).