

Utilizing The Division of Supplier Diversity's Certified Business Resources

This document is an overview of some of the basic services that The Division of Supplier Diversity offers to those seeking to do business with diverse vendors in Indiana. This is not a complete list of services and if you need further assistance please contact our office directly by phone at (812) 232-3061 or e-mail at mwbe@idoa.in.gov.

First is our online database of State Certified MWBE and IVBE vendors that will allow you to find the right vendor to fulfill your needs.

<http://www.in.gov/idoa/mwbe/2743.htm>

Second is a page on our website where Prime bidders post notices for specific projects.

<http://www.in.gov/idoa/mwbe/2757.htm>

We also have a page that lists the procurement opportunities for all the state departments.

<http://www.in.gov/idoa/mwbe/2488.htm>

We offer the ability to post notices seeking MBEs, WBEs, and IVOSBs as a service to the public and are happy to help you in your pursuit of certified subcontractors. Please see below for two examples of the kind of documents we post to the website. (***dave mara Hope Water Distribution System Improv - Minority Solicitation & Airport Financial Advisory Services RFQual***)

When sending a notice that you would like the Division of Supplier Diversity to post you should follow the below guidelines:

- Ads seeking MWVBE participation must be sent in 7 business days prior to be counted as a good faith effort.
- Send an Email stating your request and the details of the project you are referring to.
- Attach a separate .pdf or word document to the email.
 - The separate document attached to your email does not have to have all the letter head and other things shown in these examples but should include at the very minimum the following information:
 - Project title
 - Scope of work you are looking to subcontract
 - Deadline for when quotes must be turned in
 - Point of Contact for the plans to the project
 - Point of Contact for the project manager
 - Point of Contact to answer questions about the project
- When sending email requests for posting format the subject line is as follows:
 - Business Opportunity Notice: (Name of the project as you would have it appear on our website), (Deadline date for replies to your notice), (Your Company Name)
 - Your subject like should look like this:
 - Project # & Title, Date & County – Prime Contractor
- All requests for postings should be received by close of business Wednesday of any given week. These requests will be processed and posted to <http://www.in.gov/idoa/mwbe/2757.htm> by close of business on the Thursday of every week.
- Any requests received after the aforementioned deadline will be posted the following week.

- These guidelines have been established to better serve the public in a fair and timely manner.
- The last resource is DSD's weekly e-blast that is sent out every Friday to almost 16,000 readers. If you'd like to subscribe and have exciting business opportunities sent your way, please sign up at <https://tinyurl.com/4tfh46c5>.

We hope this was helpful. Please feel free to email or call us directly if you have any questions at all. We want to make sure that we are helping facilitate your Indiana State Certified MBE/WBE/IVOSB needs.

Thank you for your time and consideration.

Respectfully,

Indiana Department of Administration

The Division of Supplier Diversity

402 W. Washington Street, Room W462 | Indianapolis, IN 46204

(317) 232-3061 | mwbe@idoa.IN.gov



Dave O'Mara Contractor, Inc.
1100 East O & M Avenue, PO Box 1139
North Vernon, Indiana 47265
www.daveomara.com

Phone: 812.346.4135

Fax: 812.346.6305

October 1, 2015

Minority and Women's Business Enterprises Division
402 W Washington Street, Room 2469
Indianapolis, IN 46204

RE: **Town of Hope, Indiana – Water Distribution System Improvements
Bids Thursday, October 15, 2015 @ 2pm**

To Whom It May Concern:

Our firm has purchased plans and proposals to bid as a prime contractor for the project listed below. We are inviting quotations from MBE/WBE contractor/supplier firms that might be interested in working with us on this project.

**PROJECT: Town of Hope, Indiana – Water Distribution System Improvements
COUNTY: Bartholomew**

The project consists of the installation of approximately 15,500 linear feet of water mains while including backfill, asphalt street restoration and all appurtenances required.

Plans will be added to our ftp site for your viewing and consideration. You can find a link to our ftp site by visiting our website, daveomara.com, click on "projects", "all bidding projects", "2015 projects."

MBE/WBE firms may contact our estimating department to obtain copies of item pages of the contract(s) they are interested in quoting. Also, plans and specification are available for viewing at the office of Dave O'Mara Contractor, Inc. between the hours of 8am and 5pm Monday through Friday.

A written quotation should be sent to our Estimating Department at 812.346.6305 **on or before 4pm, Wednesday, October 14, 2015**. If you require additional information, please contact our Estimating Department at 812.346.4135 AND by email to tammym@daveomara.com as soon as possible.

Sincerely,

Tamika Hines
Dave O'Mara Contractor, Inc.



Indianapolis Airport Authority

REQUEST FOR QUALIFICATIONS

Solicitation for:

Airport Financial Advisory Services

**Issued:
December 1, 2015**

**Proposals Due:
December 29, 2015
at 2:00 p.m. (local time)**

**Indianapolis Airport Authority
Request for Qualifications
Airport Financial Advisory Services**

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REQUEST FOR PROPOSAL
AIRPORT FINANCIAL ADVISORY SERVICES

SECTION ONE
GENERAL INFORMATION

1.1 INTRODUCTION

This is a Request for Qualifications (RFQual) issued by the Indianapolis Airport Authority (Authority). The Authority requires the services of a professional, qualified financial advisory firm.

The Authority will consider proposals from national, regional, and local firms that can provide services to the Authority supporting capital financings, debt program management, and swap/derivative advisory services. It is the intent of the Authority to solicit responses to this RFQual in accordance with the scope of work, proposal preparation section, and specifications contained in this document.

1.2 SCOPE OF THE RFQual

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One	A general description of the many factors affecting the proposal process.
Section Two	The specific information covering proposal procedures.
Section Three	A description of the services to be provided by any successful Respondent.
Section Four	A description of the required format and subject content of any acceptable proposals offered in response to this document.
Section Five	A general discussion of the method that will be used by an evaluation team in the selection of a Respondent with whom to enter contract negotiations.
Exhibits	Details supporting this basic RFQual document.

1.3 PROPOSAL DUE DATE AND TIME

All Proposals must be received at the address below no later than 2:00 p.m. Local Time on December 29, 2015. All mailed proposals must be received at the below address, and all hand delivered proposals must be received at Guest Services (Level 3 of Terminal) which is located also at the below address. All Proposals must be addressed to:

Airport Financial Advisory Services
Courtney Kasper, Sourcing Buyer
Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Dr.
Indianapolis, IN 46241

All Proposals must be submitted in a sealed envelope clearly marked with Respondent's name and contact information, RFQual-Airport Financial Advisory Services and the Proposal Due Date and Time. All submittals shall include one (1) complete, original proposal marked "ORIGINAL", six (6) complete copies of the original proposal, one (1) electronic copy on CD or DVD, and other related documentation required by this RFQual. Any proposal received after the Proposal Due Date and Time will be unopened and returned to the Respondent upon request. All rejected proposals not claimed within thirty days of the date of rejection will be destroyed.

1.4 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFQual may be modified or withdrawn in writing at the address noted above or by email to the Sourcing Buyer at FAforIAA@ind.com and received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Authority after the exact hour and date specified for receipt of proposals will not be considered an acceptable proposal. If it becomes necessary to revise any part of this RFQual or if additional data is necessary for an exact interpretation of provisions of this RFQual prior to the due date for proposals, a supplement will be issued by the Authority. If such addenda issuance is necessary, the Authority reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

1.5 CONTRACT OBLIGATIONS

Although the Authority anticipates that any Respondent submitting a proposal will provide the major portion of the services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFQual. Respondents are encouraged to team with local qualified firms in their proposal to this RFQual. However, the Respondent must obtain the approval of the Authority before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFQual and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFQual is subject to the Supplier Diversity Program. The requirements are explained elsewhere in the RFQual.

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

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

1.6 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Authority reserves the right to

make determinations of confidentiality. The Authority will not consider prices to be confidential information.

1.7 PROPOSAL LIFE

All proposals made in response to this RFQual must remain open and in effect for a period of not less than 90 days after the date for proposals. Any proposal accepted by the Authority for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Authority.

1.8 BUSINESS DIVERSITY PARTICIPATION

Supplier Diversity goals will not be numerically evaluated on this solicitation. If a firm is certified as a minority, women, or veteran (M/W/VBE) - owned business enterprise, include that information in the response. The Authority only recognizes those M/W/VBE firms certified by the State of Indiana, City of Indianapolis, or Mid-States Minority Supplier Development Council. While these proposals are to be made by individual firms, M/W/VBE participation should also be considered for any subcontracting. The Authority's overall M/W/VBE goals are 15% MBE, 10% WBE, and 3% VBE.

For supplier diversity participation questions, please visit the Authority's Supplier Diversity website: supplierdiversity.ind.com or http://www.indianapolisairport.com/employment_business/diversityProgram.aspx.

1.9 DISCUSSION FORMAT

The Authority reserves the right to conduct discussions, either oral or written, with the Respondents determined by the Authority to be reasonably viable to being selected for award. If discussions are held, the Authority may request best and final offers.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the Authority's requirements.

The Authority reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. The Authority reserves the right to reopen discussions after receipt of best and final offers, if it is clearly in the Authority's best interest to do so and the Airport Executive Director or designee makes a written determination of that fact. If discussions are reopened, the Authority may issue an additional request for best and final offers from all Respondents determined by the Authority to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the Authority may select for negotiations the offers that are most advantageous to the Authority, considering price or cost and the evaluation factors in the RFQual.

The Authority also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The Authority retains sole authority to determine whether contact with Respondents is for clarification or discussion.

1.10 TIMELINE

The following timeline is intended to illustrate the anticipated time line for the RFQual.

<u>ACTIVITY</u>	<u>ANTICIPATED COMPLETION DATE</u>
RFQual posted to www.indianapolisairport.com	December 1, 2015
Written questions due to FAforIAA@ind.com	December 8, 2015 at 12:00 p.m. (local time)
Written responses to questions posted via Addendum posted to www.indianapolisairport.com	December 11, 2015
Proposals due	December 29, 2015 at 2:00 p.m. (local time)
Contract Execution	No later than February 29, 2016

1.11 SALES TAX

The Respondent's proposal pricing should not include Sales Tax for the State of Indiana.

END OF SECTION ONE

**SECTION TWO
PROPOSAL PROCEDURES**

2.1 INQUIRIES ABOUT THE RFQual

All inquiries and requests for information affecting this RFQual must be submitted in writing to:

E-mail: FAforIAA@ind.com

Or if e-mail is not an option for your company then mail to the following address:

Airport Financial Advisory Services
Courtney Kasper, Sourcing Buyer
Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Dr.
Indianapolis, IN 46241

Inquiries should be submitted no later than 12:00 pm Local Time on December 8, 2015. The Authority reserves the right to decide whether any questions are appropriate to answer. If responses are provided by the Authority, the responses will be written. Copies of the written responses will be issued via Addendum and will be available on the Indianapolis Airport website on December 11, 2015. No negotiations, decisions or actions shall be initiated by any Respondent as a result of any verbal discussion with any representative of the Authority or with any Authority employee.

Inquiries are not to be directed to any consultant or staff member of the Authority. Such action may disqualify Respondent from further consideration for a contract as a result of this RFQual. The use of e-mail to FAforIAA@ind.com for submitting questions is encouraged. The addendum will be available at www.indianapolisairport.com.

2.2 PROPOSAL SUBMISSION

One (1) original, six (6) copies, and one (1) electronic copy on CD or DVD of the proposal for the RFQual-Airport Financial Advisory Services must be received by the Authority's office on or before the due date and time for proposals as specified. Each copy of the proposal must follow the format indicated in Section Four of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired.

2.3 CONTRACT NEGOTIATIONS

After recommendation of a selected Respondent by appropriate officials of the Indianapolis Airport Authority, contract negotiations will commence. The contract will be based on the contract as it appears attached in Exhibit "C" - Sample Contract. If at any time contract negotiation activities are judged to be ineffective by the Executive Director of the Authority or designee, Authority will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and the Authority execute a completed contract or Authority determines that no acceptable alternative proposal exists.

END OF SECTION TWO

SECTION THREE SPECIFICATIONS

3.1 DESCRIPTION OF ENTITY

Indianapolis International Airport (IND): With over 10,000 acres under ownership, Indianapolis International currently occupies approximately 7,700 acres, or about 12 square miles. Air operations are conducted on two parallel runways and one “crosswind” runway. The airport is served by 9 major and several national and regional passenger air carrier airlines.

At 1.2 million square feet and a cost of \$1.1 billion, the Indianapolis International Airport represents the largest development initiative in the history of the City of Indianapolis. Strategically located between the two parallel runways, a “midfield” position greatly improves aircraft taxi time and travel. This state-of-the-art structure replaced the existing terminal and houses forty (40) passenger flight gates, (38 domestic and 2 international), in two (2) concourses.

Additionally, the complex consists of Foreign Trade Zone operations, the US Postal Service Eagle Network Hub, Airport Fire Department facilities, Federal Aviation Administration Air Traffic Control Tower, parking structures and out-lots, tenant occupied structures, aircraft parking aprons, maintenance and equipment facilities, commercial, corporate and private hangars, rental car accommodations and several support facilities necessary for the operation of the Airport.

The Authority does not receive any local tax dollars. Operations are funded through revenues, categorized as either “airline” or “non-airline.” In addition to passenger air operations, IND is a significant cargo and air freight handler, (8th nationally), home to the second largest Federal Express hub in the world. Non-airline revenue consists of income from parking, space rentals, land leases, fuel sales, and retail and concessions. Capital improvement projects are funded by cash generated from operating activities, local bond issues as well as state and federal grants.

2014 statistics:

- The number of Enplaned Passengers for fiscal year 2014: 3,686,245
- Aircraft Operations: 148,899
- Total Cargo moved (in tons): 1,102,241
- Landed Weights (in tons): 2,140,112 in Passenger Aircraft; 2,638,343 in Freight Aircraft

There are an approximately 10,000 employees working at the Airport. Approximately 400 are employed by the Authority and are responsible for the administration, operation, and maintenance of the Airport.

Additional information, financial and statistical data can be found at our website: www.indianapolisairport.com. The 2014 CAFR (Comprehensive Annual Financial Report) may be found at http://www.indianapolisairport.com/information_news/financialReports.aspx.

3.2 SCOPE OF WORK

Provide advice and comprehensive recommendations relating to the issuance of bonds and the Airport’s financing program for the below transaction and ongoing responsibilities.

TRANSACTIONAL RESPONSIBILITIES:

- With respect to all bond financings, assist in the sizing and structuring of the bond sale, formulate relevant forecasts, quantitative models and judgments, couponing and maturity schedules, provide a comparable sales analysis, and present alternative financing strategies as needed;
- Arrange calls/meetings with bond underwriters, institutional investors, rating agencies, financial publications, credit/liquidity enhancers, and other market participants and prepare relevant presentation materials;
- Coordinate with underwriters for internet/web-based presentations;
- Work with bond counsel in advance of the offering of any securities to ensure acceptance of the financing structure and the ability of bond counsel to deliver an unqualified opinion and tax certificate;
- Assist in the preparation and review of legal documents in coordination with the underwriter's counsel and other relevant parties, including offering documents, bond disclosure, principal agreements, and closing documents associated with any bond financings or other transactions;
- Set syndicate policies and closing procedures for negotiated transactions and determine any other matters which may assist the Airport in obtaining the lowest practical interest cost;
- At the completion of each transaction, summarize the transaction describing any unique financing feature and other characteristics of the transaction;
- Assist in the negotiation, bidding, and structuring of any related master agreements and terms for derivative instruments or direct placements and assist in negotiation of any related swap documentation and pricing;
- Present the Airport with an analysis of the benefit of any credit enhancement, such as bond insurance, lines of credit, letters of credit, and liquidity facilities. Assist in procuring any such credit/liquidity enhancement and negotiating appropriate fees and terms;
- Issue requests for proposals, bids, or qualifications from trustee banks, feasibility consultants, verification agents, and other specialized service providers relating to the Airport's bonds, as needed.

ONGOING RESPONSIBILITIES:

- Identify appropriate strategies on an ongoing basis to enhance the Airport's overall financial and strategic position and the impact of any anticipated transactions on the Airport's current and projected debt service (rates and charges);
- Assist the Authority in refining and updating its unofficial variable rate debt policy.
- Prepare an annual comprehensive plan of finance that considers the Airport's outstanding debt portfolio, future capital needs, the Airport's credit/liquidity agreements, key financial and legal covenants as defined in the Airport's Master Bond Ordinance and Use and Lease Agreements, the ongoing conditions of the capital markets, the general economy, airline and airport sectors, and constraints imposed upon the Authority by virtue of any Debt, Derivative Instrument, Swap, or Credit Policies;

- Monitor the Airport's existing swap portfolio, prepare termination analyses, and develop reporting that facilitates restructuring or termination variable rate debt;
- Evaluate swap counterparty diversification strategies and credit risk management strategies;
- Provide continuing updates and advise on proposed state or federal legislation that may have an impact on the Authority and its financial plans and/or refunding opportunities;
- Review annual debt service forecast for the Airport's Operating Budget and Rates and Charges, including fixed rate bonds, variable rate bonds, swap payments, and all associated credit facilities;
- Prepare debt service forecasts as needed;
- Review underwriter presentation books, summarize proposals, and discuss with Authority the ideas presented. Recommend actions based on ideas as required.

3.3 REQUIRED QUALIFICATIONS

The required qualifications are a minimum of five (5) years of municipal advisory experience to at least two (2) airport issuers with debt transactions in excess of \$100 million, two (2) non-airport issuer transactions in excess of \$100 million, and advisory experience with at least one (1) municipal issuer with synthetically fixed variable rate debt in the last two (2) years.

3.4 LENGTH OF CONTRACT

This contract will run for three (3) years, commence on contract execution date and end on February 28, 2019. This contract will have the option to renew the contract for three (3) additional one (1) year terms. The total term of the contract shall not exceed six (6) years.

3.5 PRICING

The Authority requires the pricing associated with this RFQual be a firm proposal price, in the appropriate format as discussed in section 4.2.6, that must remain open and in effect for a period of not less than 90 days from the final proposal due date.

END OF SECTION THREE

SECTION FOUR PROPOSAL PREPARATION INSTRUCTIONS

4.1 GENERAL

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

- Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
- The proposal must be no longer than 20 pages of 10 pt. type with margins at minimum of 1" (excluding appendices). Tabbed appendices are permitted if clearly labeled and will not be included as part of the 20 page limit.
- The Authority may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the Authority will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five (5) calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the Authority as a minor error or omission and may result in disqualification of the proposal from further evaluation.

4.2 SUBMISSION REQUIREMENTS

Interested entities and/or teams are invited to respond to this RFQual through the submission of a detailed proposal which summarizes the Respondent's ability, ideas, knowledge, experience and qualifications to deliver the services referenced in Section 3.2, Scope of Work. Respondents may respond to this RFQual and/or partner, or "team", with another entity in responding hereto.

In addition, the proposal must include the following:

4.2.1 ABILITY TO MEET THE REQUIRED QUALIFICATIONS AND SUMMARY OF ABILITY AND DESIRE TO SUPPLY THE SCOPE OF WORK AND EXPERIENCE

Respondent must state that they meet the required qualifications and standards to be followed that are listed in the RFQual. Respondent must also summarize their ability to supply the Scope of Work and Experience defined in Section Three of this RFQual and subject to the terms and conditions set forth in the RFQual. Any exceptions must be noted and an explanation provided if applicable.

4.2.2 RESPONDENT COMPANY PROFESSIONAL QUALIFICATIONS

Respondent must disclose the following items:

- Firms' affiliation or relationship with any underwriters and whether any personnel of the firm, who will be providing advice to the Authority, were associated with an underwriting firm within the two (2) years preceding the RFQual.
- Finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

- Pending investigation of the firms, positive enforcement, or disciplinary actions taken within the past three (3) years by the SEC, FINRA, MSRB, courts, professional licensing boards, or other regulatory bodies.
- Indicate if the organization has ever failed to complete any work awarded to it. If so, please indicate date, where, and why. Provide an affirmative statement or proof that the Respondent Company does not have a record of substandard work.
- In addition, describe any pending litigation or other factors that could affect the organization's ability to perform this contract.

4.2.3 PROJECT APPROACH

The description must indicate, at least generally, the methodology the Contractor will follow to fulfill the requirements of the Scope of Work. Include as much detailed explanation as necessary. The Authority intends that each Respondent provide a detailed and comprehensive description of all services that the Respondent will provide if it enters into a contract pursuant to the RFQual.

4.2.4 RESPONDENT QUESTIONNAIRE

Respondent to include in their submission answers to the Questionnaire in Exhibit "B". In the submission, Respondent to include the question number and question with their answer as instructed in Exhibit "B".

4.2.5 BUSINESS DIVERSITY PARTICIPATION

If Respondent is an M/W/VBE firm, certification information should be included in the proposal. Copies of City of Indianapolis, State of Indiana, or Mid-States Minority Supplier Development Council Certifications shall be attached as a tabbed appendices for certified firms and excluded from the total proposal page count.

4.2.6 PRICING PROPOSAL

The pricing proposal (Exhibit "A") will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform Airport Financial Advisory Services for the Indianapolis Airport Authority. If there are any services described in the Scope of Work section that would not be included in such compensation, so state specifically, along with an indication of any proposed additional charges.

Failure to comply fully with the requirements of this Section 4.2.6 will be cause for the Authority to reject, as non-compliant, a proposal from further consideration.

4.2.7 SAMPLE CONTRACT

A sample contract (Reference Exhibit C – Sample Contract) for your review. Indicate if your entity accepts the contract language or provide a description and listing of your recommended changes and the reasons thereof. The Authority reserves the right to change the contract language at any time and is not required to make any of the changes recommended by your entity.

4.2.8 REFERENCES

The Respondent should include a list of at least two (2) airport (excluding the Indianapolis Airport Authority) and (2) non-airport issuers for which advisory services were provided on municipal bond issue transactions exceeding \$100 million each and for whom the Respondent has provided services that are the same or similar to those services requested in this RFQ in the last two (2) years. The respondent should also include a list of issuers with synthetically fixed variable rate debt which advisory services were provided. Listed organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references may be provided to the evaluation team and used in evaluating the written proposals.

Respondent should include the following information for each reference:

- a) Name of the organization;
- b) Initial dates service started;
- c) List of services performed;
- d) Responsible official or contact person;
- e) Address, telephone number and email address.
- f) Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any co-prime or sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.

4.2.9 SUBCONTRACTORS

The Respondent must list any subcontractors which it proposes to use in providing the required services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractor is certified as a Minority-Owned, Women-Owned or Veteran-Owned Business Enterprise by the State of Indiana or City of Indianapolis. See Section 1.5, Section 4.2.5.

END OF SECTION FOUR

SECTION FIVE PROPOSAL EVALUATION

5.1 PROPOSAL EVALUATION PROCEDURE

The Authority has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFQual requirements. All evaluation personnel will use the evaluation criteria stated below.

The categories of evaluation criteria, in order of importance, are as follows:

- Technical Compliance with Scope of Work
- Firm and Management Team's Relevant Experience
- Experience and availability of time of personnel assigned to the Authority
- Diversity and Inclusion Initiatives
- Price

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

END OF SECTION FIVE

END OF REQUEST FOR PROPOSAL

For notifications on new opportunities listed on our Web site and to learn other relevant business information about the IAA, connect with us on Twitter (www.twitter.com/IAA_business) and Facebook: (www.facebook.com/IndianapolisAirportAuthority).

Notice: Please be advised that individuals interested in receiving information about potential business opportunities with the Indianapolis Airport Authority ("IAA") regarding employment opportunities, bid packages, Requests for Proposals and all other opportunities related to public procurement, should refer to IAA's social media pages solely as a supplement to, and not as a substitute for, the IAA's official procurement site, which is www.indianapolisairport.com.

**Pricing Proposal
Exhibit A**

Public Market Per-Bond Fee:

First	\$ _____	Million	\$ _____	per \$1,000 bond
Next	\$ _____	Million	\$ _____	per \$1,000 bond
Next	\$ _____	Million	\$ _____	per \$1,000 bond
Over	\$ _____	Million	\$ _____	per \$1,000 bond

Lead Advisor _____ % Per-Bond Fee
Co-Advisor _____ % Per-Bond Fee

Direct Placement Per-Bond Fee:

First	\$ _____	Million	\$ _____	per \$1,000 bond
Next	\$ _____	Million	\$ _____	per \$1,000 bond
Next	\$ _____	Million	\$ _____	per \$1,000 bond
Over	\$ _____	Million	\$ _____	per \$1,000 bond

Lead Advisor _____ % Per-Bond Fee
Co-Advisor _____ % Per-Bond Fee

- Per-Bond Fees will be Per issue and not cumulative.
- Expenses for pricing or other required meetings will be paid only if discussed and approved in advance by Authority Treasurer.

Annual Retainer Fees (If Proposed):

Annual Fees \$ _____
Quarterly Fees (if applicable) \$ _____

Lead Advisor _____ % Per-Bond Fee
Co-Advisor _____ % Per-Bond Fee

Hourly Rate paid to firm requested to provide additional services
\$ _____ per hour.

EXHIBIT "B"

QUESTIONNAIRE

Please provide responses by stating the associated number and restating the question in your submittal.

- 1) Has your company name changed in the last five (5) years? If so, please reference the former name of your company.
- 2) Is your company or, if applicable, its parent company currently involved in any bankruptcy proceedings?
- 3) Describe the firms' overall relevant experience with financings of medium/large hub airports and/or other large municipal issuers, the involvement in comparable bond issues of similar size, types and structures to that of the Authority, including financings in Indiana, and a description of other financial advisory services performed for issuers similar to the Authority.
- 4) Describe relevant experience and analytic capability of the individuals to be assigned to the issuer, identification of the individual in charge of day-to-day management, and the percentage of time committed for each individual on the account.
- 5) Describe the firms' municipal advisory experience necessary to assist issuers with large (in excess of \$100 million) negotiated sales setting syndicate policies and closing procedures, and determination of other matters which may assist the Authority in obtaining the lowest practical interest cost.
- 6) Describe the firms' approach to assisting issuers with preparation and materials for bond rating agency presentations.
- 7) Describe the firms' approach to monitoring and positioning issuers of synthetically fixed callable variable rate debt to timely restructure when favorable market conditions exist.
- 8) Describe the firms' access to sources of current market information, including the resources of the trading desk(s) to assist in pricing of negotiated sales and information to assist the Authority in planning and executing competitive sales.
- 9) Provide a description of the firms' proposed team, listing and describing the types of professionals as well as their education, licensing, and background. Respondent will describe its team's experience, if any, across Central Indiana.
- 10) Provide information with regard to the organization's resources that it deems advantageous to the successful provision of the requested services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.
- 11) Provide a brief description explaining why the Authority should select your company as the most suitable Respondent. Describe what unique features or qualifications your organization can offer the Authority.
- 12) Describe any anticipated potential problems, the organization's approach to solving these problems, and any special assistance that will be requested from the Authority.
- 13) Include a list of any and all legal proceedings (civil or criminal actions or administrative proceedings) within the last three (3) calendar years in which the Respondent was a

named party that would impact the Respondent's reputation or ability to provide financial advisory services.



Indianapolis Airport Authority

APPENDIX “C”

(SAMPLE) CONTRACT

for

Airport Financial Advisory Services

Agreement made as of the_____ day of _____ in the year of 2016.

BETWEEN the:

Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

and the Contractor:

For:

Airport Financial Advisory Services

(SAMPLE)

**CONTRACT FOR
Airport Financial Advisory Services**

This is an Agreement between the Indianapolis Airport Authority (“Authority”) and _____ (“Contractor”), referred to hereinafter as “Party” or collectively as “Parties.”

Whereas, Authority seeks the assistance of a company to Airport Financial Advisory Services; and

Whereas, Contractor possesses independent qualifications and abilities to perform such efforts; and

Whereas, Contractor is willing to provide such services in accordance with the terms and conditions set forth herein.

Now, therefore, the above named Parties enter into this Agreement upon the following terms and conditions:

I. Scope of Work

Contractor shall report to, and act under the direction of Senior Director of Finance, or her/his designee, in providing the services which are more particularly described in Appendix A – Scope of Work attached hereto and made a part hereof.

II. Consideration

For all services rendered under this Agreement, the Authority agrees to pay the Contractor an amount not to exceed \$ _____, in accordance with Appendix B – Schedule of Fees and Reimbursable Expenses attached hereto and made a part hereof. Contractor will be paid only after Authority has received and reviewed Contractor’s itemized and detailed invoice for services rendered. All payments made to Contractor shall be net thirty (30) days.

III. Term

This Agreement shall commence on _____ and shall expire on _____ (“Term”).

IV. Option to Renew

Prior to the expiration of the Term or any renewal term, the Authority may elect to extend this Agreement, in whole or in part, for a period of one (1) year. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement. In no event shall any Renewal Term exceed the Term of the original agreement. The cumulative term of the Agreement, including any renewals, shall not exceed six (6) years.

V. Access to Records

Contractor, and its subcontractors, if any, must provide the Authority, its auditors or its duly authorized representatives, with access to all books, documents, papers, and accounting

records and other evidence pertaining to all costs incurred under this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor must make such materials available at their respective offices at all reasonable times and maintain and provide access to all of the required records for a period of three (3) years after final payment for services is made by the Authority. Copies thereof shall be furnished at no cost to the Authority if so requested.

VI. Assignment

Contractor binds its successors and assignees to all terms and conditions of this Agreement. Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Authority, provided that the Contractor gives written notice (including evidence of such assignment) to the Authority thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one (1) party. Notwithstanding the foregoing, the Contractor shall not assign or sub-contract the whole or any part of this Agreement to any other person or entity without the prior written consent of the Authority.

VII. Attorney's Fees and Penalties

Both parties shall in good faith perform its obligations required hereunder and do not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

VIII. Changes in the Work

In the event the Authority requires a change in scope, character, or complexity of the work after the work has progressed, adjustments in compensation to the Contractor shall be determined by the Authority in the exercise of its honest and reasonable judgment and agreed upon by the Contractor. The Contractor shall not commence the additional work or the change of scope until authorized in writing by the Authority. No claim for additional compensation shall be made in the absence of a fully executed amendment to this Agreement.

IX. Compliance with Laws

Contractor specifically agrees to comply with any and all applicable state, federal, and local statutes, ordinances, and regulations which are applicable to the performance of its obligations hereunder and shall ensure subcontractors compliance with the same. The enactment of any state or federal statute or the promulgation of regulations there under, after execution of this Agreement, shall be reviewed by the Authority or its designee and the Contractor to determine whether the provisions of this Agreement require formal amendment. If Contractor is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of the State of Indiana showing that the corporation is registered and authorized to transact business in the State of Indiana.

X. Condition of Payment

All services provided by the Contractor under this Agreement must be performed to the Authority's satisfaction, as determined at the sole discretion of the Authority and in accordance with all applicable rules, regulations, federal, state and local laws. Authority shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of federal, state or local statute, ordinance, rule or regulation. Authority

agrees to notify Contractor that if its works is found to be unsatisfactory and provide a 30 day cure period.

XI. Confidentiality of Authority Information

Contractor agrees and understands that all data, materials, information disclosed to or discovered by the Contractor in the course of performance of this Agreement shall be considered as confidential. Therefore, the Contractor agrees that any such data, material or information gathered based upon or disclosed to the Contractor ("Confidential Information") for the purpose of this Agreement will not be disclosed to others or discussed with other parties without the prior written consent of the Authority. The Contractor may release Confidential Information to insurers and other financial institutions relevant to the underwriting and/or evaluation of the Authority's risks and the processing of its claims, provided that such insurers and financial institutions are informed of the confidential nature of such information. The restrictions and agreements set forth in this paragraph shall not apply to any Confidential Information: (a) which at the time disclosed to or obtained by Contractor is in the public domain; (b) which becomes part of the public domain through no act, omission or fault of Contractor; (c) which Contractor's records demonstrate was developed independently by Contractor or was received by Contractor from a third party which Contractor had no reason to believe had any confidentiality or fiduciary obligation to the Contractor with respect to such information; (d) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Contractor shall give prior timely notice of such disclosure to the Authority to permit the Authority to seek a protective order, and, absent the entry of such protective order, Contractor shall disclose only such Confidential Information that Contractor is advised by its counsel must be disclosed by law.

XII. Default

The following shall constitute an Event of Default, for which the Authority may terminate this Agreement in whole or in part:

- A.) Contractor's failure to correct or cure any breach of this Agreement within ten (10) days after written notice thereof;
- B.) Contractor's failure to provide Services in accordance with the specifications set forth in the Authority's Documents and/or this Agreement;
- C.) Contractor's failure to deliver the Services within the time specified in this Agreement or any extension; or
- D.) Contractor's failure to perform any of the other provisions of this Agreement.

The rights and remedies of the Authority in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XIII. Dispute Resolution and Governing Laws

This Agreement shall be constructed in accordance with and governed by the laws of the State of Indiana, excluding any provisions thereof that might refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation arising under this Agreement shall be commenced and maintained only in the state or federal courts situated in Marion County, Indiana. The Authority and the Contractor consent to the personal jurisdiction of, and venue in, such courts, and waive any right to object to this designation of jurisdiction and venue in the future.

XIV. Indemnification

Contractor shall keep and hold the Authority, its officers, directors, agents, servants and employees, harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about any property owned or operated by the Authority, as a proximate result of the acts or omissions of the Contractor, its agents, servants, or employees, or arising out of the operations of Contractor upon or about any such property, or arising out of any breach or default of this Agreement by the Contractor, excepting such liability as may result from the sole gross negligence, if any, of the Authority, its officers, directors, agents, servants or employees; provided, however, that upon the filing of any claim with the Authority for damages arising out of incidents for which the Contractor herein agrees to hold Authority harmless, then and in that event, the Authority shall notify Contractor of such claim and Contractor shall have the right to settle, compromise or defend same. Contractor shall further use legal counsel reasonably acceptable to the Authority in carrying out Contractor's obligations hereunder. Any final judgment rendered against the Authority for any cause for which Contractor is liable hereunder shall be conclusive against Contractor as to liability and amount, where the time for appeal there from has expired. The foregoing indemnification and hold harmless obligations shall survive any expiration or early termination of this Agreement.

XV. Responsibility for Claims and Liabilities

Contractor shall be responsible for all personal injury, wrongful death or property damage resulting from the negligent acts or omissions of the Contractor or its approved sub-contractors or agents in connection with the Services, and shall be responsible for all parts of their work, both temporary and permanent. Contractor shall indemnify and save harmless the Authority from and against all claims, suits, damages, causes of action, costs of defense, including reasonable attorney's fee, and judgments that result from the negligent acts, errors, mistakes, or omissions of Contractor or its approved sub-contractors or agents under this Agreement, and such indemnity shall not be limited by any insurance coverage.

XVI. Successors and Assignees

Contractor binds its successors and assignees to all covenants of this Agreement. Except as may be set forth above, Contractor shall not assign or transfer its interest in this Agreement without the prior written consent of the Authority.

XVII. Worker's Compensation and Liability Insurance

Contractor shall procure and maintain, at its expense, insurance of the kind and in the amount hereinafter provided, by companies authorized to do such business in the State of Indiana, covering all operations under this Agreement whether performed by the Contractor or by an approved subcontractor. The insurance requirements set forth below do not in any way limit the amount or scope of liability of the Contractor under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the Authority is willing to accept to help ensure full performance of all terms and conditions of this Agreement.

Before commencing any work, Contractor shall furnish to the Authority a certificate, or certificates, in a form satisfactory to the Authority, showing that they have complied with this paragraph, which certificate or certificates shall designate the Authority as an additional named

insured with regard to liability insurance required hereof. The policies shall not be changed or canceled until thirty (30) days written notice has been given to the Authority.

The kinds and amounts of insurance required as follows:

- A.) Policy covering the obligations of the Contractor in accordance with the provisions of Indiana's Worker's Compensation Law. This Agreement shall be void and of no effect unless the Contractor procures such a policy and maintains it until the acceptance of the work or services provided under this Agreement are declared accepted.
- B.) Contractor shall provide Comprehensive General Liability insurance with a financially responsible underwriter of not less than Five Million Dollars (\$5,000,000.00) per occurrence, insuring Contractor from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from Contractor's performance of this Agreement.
- C.) Contractor shall provide Professional Liability insurance with a financially responsible underwriter of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- D.) Commercial automobile liability insurance covering all owned, non-owned, hired, licensed or unlicensed vehicles or leased vehicles and providing automatic coverage for newly acquired vehicles, including the loading or unloading, with a combined single limit for bodily injury and property damage in the amount of Two Million Dollars (\$2,000,000.00), per occurrence.
- E.) In lieu of the total limits of liability being provided under general and automobile liability insurance, the Contractor may provide the liability limit specified by means of a combination of primary and umbrella liability insurance. The umbrella liability coverage must be as broad as or broader than the primary insurance policies.

XVIII. Independent Contractor

Both Parties hereto will be acting in an individual capacity in the performance of this Agreement and not be acting as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Neither Party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other Party. Contractor shall be responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

XIX. Key Person(s)

- A.) If the Parties have designated a Key Person(s), the Parties agree that should such individual(s) cease employment during the Term for whatever reason; the Authority shall have the right to terminate this Agreement upon thirty (30) days prior written notice.
- B.) In the event that Contractor is an individual, that individual shall be considered a Key Person and, as such, essential to this Agreement.

Substitution for another Key Person under this Subsection B shall not be permitted without the prior written consent of the Authority, which will not be unreasonably withheld.

C.) Nothing in Subsections A or B, above, shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the Key Person, including, but not limited to, secretarial, clerical, and ordinary labor duties. Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a Key Person or others.

Key Person(s) for this Agreement are (if any):_____.

XX. Licensing Standards

The Parties agree that Contractor and its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards, and any other laws or regulations governing services to be provided by Contractor pursuant to this Agreement. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify the Authority promptly.

XXI. Minority, Woman and Veteran Owned Business Enterprises

It is the Authority’s policy that Minority, Woman and Veteran-Owned Business Enterprises shall have the maximum opportunity to participate in the performance of this Agreement. In this regard, Contractor shall take all necessary and reasonable steps to ensure that Minority, Woman and Veteran-Owned Business Enterprises are given fair and equal opportunities to participate in the execution of this Agreement. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Authority contracts.

XXII. No Third Party Rights

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Authority or the Contractor.

XXIII. Non-Discrimination and Other Assurances

Pursuant to IC § 22-9-1-10 and the Civil Rights Act of 1964, Contractor, its agents and subcontractors, shall not discriminate against any employee or applicant for employment in the performance of this Agreement. Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

XXIV. Non-Waiver

No right conferred on either Party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the Party claimed to have waived such right.

XXV. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement; (2) Authority purchase order, if any; (3) Authority's RFQual documents; and (4) Contractor's proposals or response to the RFQual. All of the foregoing are incorporated by reference and made a part of this Agreement.

XXVI. Ownership of Documents

Items prepared by Contractor, its subcontractors or agents, under this Agreement, including, but not limited to, all documents, drawings, including design information, concepts, images, renderings, models, cost information, estimates, specifications and reports ("Works") are to be the property of the Authority.

Contractor hereby represents that it is the owner of and hereby assigns to the Authority all rights, title and interest, including all copyrights, copyright registrations, copyright applications, renewals, extensions and all other proprietary or ownership rights, in all Works and things created by the Contractor in whole or in part, or hereafter created by Contractor in connection with this Agreement, including, but not limited to, all works based upon, derived from, or incorporating any Works.

In the event of the termination of Contractor under the provisions of this Agreement, or the termination, suspension, abandonment or completion of the tasks outlined herein, Contractor shall promptly deliver to the Authority all of the Works created by Contractor in connection with this Agreement. Authority, as the holder of all rights, title and interest, including all copyrights, in all Works created by Contractor, shall have the right to use or reuse any and all such Works for any purpose at Authority's sole discretion and at no additional cost to Authority.

Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that Contractor shall retain all of its rights in and to its methodologies and methods of analysis, ideas, concepts, know how, techniques, skills and experience possessed by Contractor prior to the date of this Agreement, and the same shall not be deemed to be "Works" under this Agreement.

Contractor agrees that its contracts with any of its subcontractors or consultants will contain language that will assign to Authority ownership of Works and things created by such subcontractors or consultants for Authority, on the same terms and conditions as set forth herein.

XXVII. Performance

This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.

XXVIII. Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of this Agreement, and the enforceable portion(s) of unenforceable provisions, shall remain in full force and effect.

XXIX. Special Provisions

The remedies provided in this Agreement shall be cumulative and no one shall be construed as exclusive of any other or of any remedy provided by law and failure of any Party to exercise any remedy at any time shall not operate as a waiver of the right of such Party to exercise any remedy for the same or subsequent default at any time thereafter.

XXX. Suspension and Termination

In the event that either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disasters, actions or decrees of government bodies, the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement are suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

XXXI. Taxes

Authority is exempt from state, federal and local taxes and will not be responsible for any taxes levied on Contractor as a result of this Agreement. Notwithstanding the above, if Authority is not exempt, it agrees to pay the following taxes: insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations.

XXXII. Termination for Convenience

This Agreement may be terminated, in whole or in part, by either Party whenever, for any reason, either Party determines that such termination is in its best interest. Termination of services shall be effected by delivery to Contractor of a termination notice at least thirty (30) days prior to the effective date of the termination, specifying the extent to which services are to be provided until the termination becomes effective. Contractor shall be compensated for services rendered prior to the effective date of termination. In no event shall Authority be liable for services received by Authority after the effective date of termination. Contractor shall be compensated for services herein provided, but in no case shall total payments made to Contractor exceed the original price due on the Agreement.

If Contractor terminates this Agreement, Contractor's compensation will be adjusted, pro-rata, to reflect the length of the Agreement. If, however, Authority terminates this Agreement, Contractor's commission compensation will be deemed fully earned, and Contractor's fee compensation will be deemed earned as follows: 25% at the commencement of the current contract year, and, if applicable, 75% after nine months of the current contract year.

Contractor obligation to provide the Services to the Authority will cease upon the effective date of termination, unless otherwise agreed in writing. Contractor shall assist Authority in arranging a smooth and orderly transition process to a new broker or contractor selected by the Authority.

XXXIII. Working Standards

Contractor agrees to execute its responsibilities by following and applying at all times the highest degree of care expected from contractors in the United States providing similar services such as those required under this Agreement. If Authority becomes dissatisfied with the work

product of or the working relationship with those individuals assigned to work on this Agreement, Authority may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

XXXIV. Integration

This document incorporates the entire agreement of the Parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may not be amended, except by a writing executed by the Parties hereto. The Parties having read and understood this Agreement and do, by their respective signatures dated below, hereby agree to the terms hereof.

XXXV. Captions

The headings and section titles of this Agreement are inserted only as a matter of reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

XXXVI. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or other entity represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

XXXVII. E-Verify Program Requirements

Pursuant to Ind.Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Any failure by Contractor to remedy a violation of Ind.Code § 22-5-1.7 within thirty (30) days after notice of such violation from IAA, requires that IAA terminate this Agreement, unless such termination is detrimental to the public interest or public property. Furthermore, on or immediately prior to the effective date of this Agreement, Contractor agrees to sign, notarize and return the Affidavit attached hereto as "Appendix C" and made a part hereof.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement, the day referenced below.

By:-----

Printed:-----

Date:-----

INDIANAPOLIS AIRPORT AUTHORITY *

By:-----

Printed:-----

Title:-----

Approved as to Form & Legality:

By:-----

IAA Legal Department

* Signature authorized by IAA Resolution No. 6-2013

Appendix A - Scope of Work

[Terms and Other Details to be Inserted.]

Appendix B – Schedule of Fees and Reimbursable Expenses

[Terms and Other Details to be Inserted.]

Appendix C

Affidavit re Ind. Code § 22-5-1.7 (E-Verify Program Requirements)

STATE OF _____)
) SS:
COUNTY OF _____)

_____, having been duly sworn upon his/her oath, deposes and says that the "Contractor" named under said Airport Financial Advisory Services, does not employ unauthorized aliens to the best of his/her knowledge and belief, and hereby signs this Affidavit to verify same where indicated below.

(Signature)

Subscribed and sworn by me, a notary public in and for said County and State, on this _____ day of _____, 2016.

Notary Public:

(Signature)

My Commission Expires:

My County of Residence:
