

REQUEST FOR PROPOSALS

**A PROJECT TO PROVIDE A REPLACEMENT ROADSIDE TOLL COLLECTION SYSTEM
FOR RIVERLINK'S OHIO RIVER BRIDGES**

**VOLUME I ADDENDUM 1
INSTRUCTIONS TO PROPOSERS**

**A PROJECT OF
THE INDIANA FINANCE AUTHORITY
ISSUED FEBRUARY 1, 2022**

**Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204**

KEY PROCUREMENT DATES

<u>EVENT</u>	<u>DATE</u>
Mandatory Industry Forum and Optional Site Visit	December 14, 2021
Mandatory One-on-One Proposer Meetings	December 15-17, 2021
Publish RFP	February 1, 2022
RFP Questions Due by Proposers	March 4, 2022
Proposal Due Date	April 5 <u>19</u> , 2022
Notification of Short List of Proposers	April 19 <u>May 10</u> , 2022
Technical Interviews with Short List of Proposers	May <u>24</u> , 2022
Financial Interviews with Short List of Proposers	May <u>25</u> , 2022
Due Date for Best and Final Offers by Short List of Proposers	May 16 <u>June 8</u> , 2022
Anticipated Notification of Preferred Proposer	May 19 <u>June 16</u> , 2022
Completion of Negotiations	June 16 <u>July</u> , 2022 (TBD)
Award and Execution of Contract and Other Contract Documents by Preferred Proposer	June 17 <u>July</u> , 2022 (TBD)

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LIST OF FORMS

Form A	Proposal Letter
Form B-1	Identification of Proposer and Equity Members
Form B-2	Information About Proposer Organization
Form B-3	Information About Major Participants and Identified Contractors
Form C	Responsible Proposer Major Participant Questionnaire
Form D	Non-Collusion Affidavit
Form E	Personnel Work Assignment Form and Commitment of Availability
Form F	Conflict of Interest Disclosure Statement
Form G	Price Forms (provided as a spreadsheet)
Form H	Equal Employment Opportunity Certification
Form I	Use of Contract Funds for Lobbying Certificate
Form J	Debarment and Suspension Certification
Form K	Technical Requirements Traceability Matrix (provided as a spreadsheet)
Form L	Guarantor Commitment Letter
Form M	RFP Comment Form
Form N-1	Required Affidavit for Bidders, Offerors and Contractors in KY
Form N-2	KY EZ Vendor Registration Application
Form O	Exceptions (provided as a template)
Form P	Drug-Free Workplace Certification

Section 1.0 PROCUREMENT OVERVIEW

1.1. Introduction

This Request for Proposals (“RFP”) is issued by the Indiana Finance Authority (“IFA”) in cooperation of and on behalf of the Kentucky-Indiana Joint Board (“JB”), which seek competitive proposals (individually, a “Proposal” and collectively, “Proposals”) for providing RiverLink’s Ohio River Bridges with a new Roadside Toll Collection System defined herein (the “Project”).

The Contract shall provide that the successful Proposer (“Roadside System Provider 2”, herein “RSP2”) develop a Project which consists of providing the Roadside Toll Collection System (“RTCS”) equipment for five (5) toll plazas between two locations of tolled bridges over the Ohio River.

Proposers must comply with these Instructions to Proposers (“ITP”) during the procurement and in their respective Proposals. As used in this procurement, the term "Proposal" means a Proposer's complete response to this RFP, including General Information Proposal, Technical Proposal, Price Proposal, and any other Proposal forms and/or documents as requested in this ITP. Proposals shall also take the Project goals identified in Section 1.3.1 below into consideration.

1.1.1. Background

The Louisville Southern Indiana Ohio River Bridges (“LSIORB”) project is a bi-state collaboration to increase cross-river mobility, improve safety, alleviate traffic congestion, and connect highways. RiverLink is the all-electronic toll system in Louisville, Kentucky, and Southern Indiana. Tolling is in place on the Abraham Lincoln Bridge (I-65 North), the John F. Kennedy Memorial Bridge (I-65 South) and the Lewis and Clark Bridge (I-265/SR 265/KY841) connecting Prospect, KY and Utica, IN. Through the LSIORB Bi-State Development Agreement (the “BSDA”), the State of Indiana (“Indiana”) and the Commonwealth of Kentucky (“Kentucky”) (collectively, the “States”), developed a Joint Board and Tolling Body, which include transportation and finance leaders from the States. The Tolling Body is responsible for toll policy, including setting toll rates and the Joint Board provides oversight and management of the LSIORB project and RiverLink.

1.1.2. Procuring Agency and Stakeholders

The Joint Board (“JB”) is comprised of individuals from the IFA, Indiana Department of Transportation (“INDOT”), Kentucky Transportation Cabinet (“KYTC”) and Kentucky Public Transportation Infrastructure Authority (“KPTIA”) (individually, the “States’ Party” and collectively, the “States’ Parties”). The Joint Board has authorized the IFA to procure RSP2 through Joint Board resolution JB-2021-3.

The IFA is the procuring agency for the Project and is considered a body corporate and politic that is not a State agency but an independent instrumentality exercising essential public functions. IFA's primary mission is to oversee State-related debt issuance and provide efficient, effective financing solutions to facilitate state, local government, and business investments in the State. INDOT is the entity responsible for planning and development of the transportation system in the State.

KPTIA is an independent de jure municipal corporation and political subdivision of Kentucky and has authority to participate in the construction, operation, financing and oversight of significant transportation projects within the Commonwealth and between the Commonwealth and any state adjoining the Commonwealth and to review, approve, and monitor all such projects and to assist with the operation, financing and management thereof. KYTC is the entity responsible for planning and development of the transportation system in the Commonwealth.

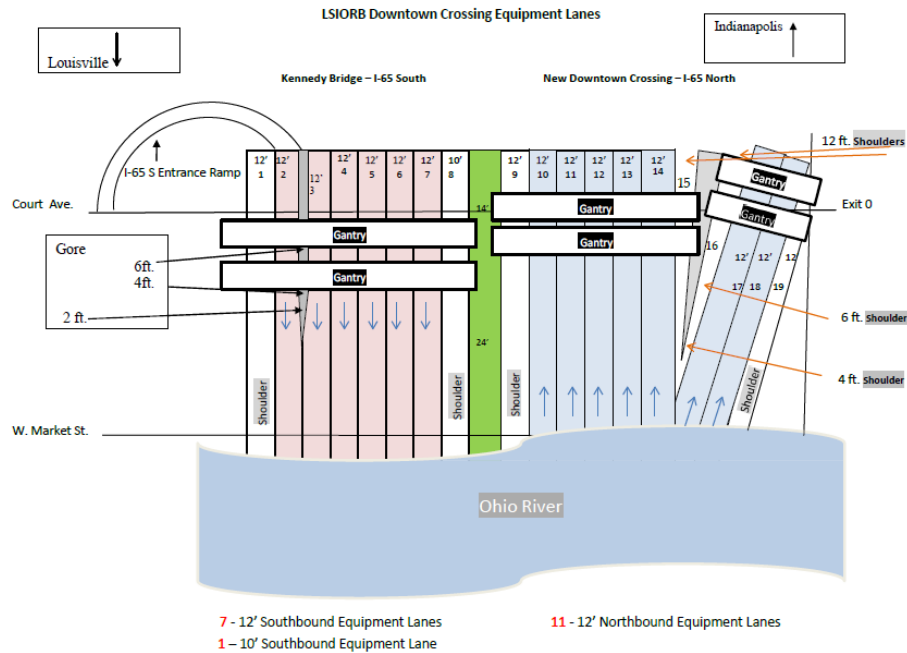
1.2. Existing RiverLink System

RiverLink is currently operated and maintained via a Toll Services Agreement with Kapsch TrafficCom IVHS Inc. (“Toll Services Provider 1”, herein “TSP1”). RiverLink’s Customer Service Center (“CSC”) and Back Office System (“BOS”), currently provided by TSP1, will be replaced and provided by Electronic Transactions Consultants (“Toll Services Provider 2”, herein “TSP2”), in 2023, via a separate Toll Services Agreement.

The Project is comprised of three (3) bridges and an exit ramp: (a) the Lincoln and Kennedy Downtown Bridges with a northbound exit ramp and (b) the East End Bridge.

The Downtown, I-65, Bridges consist of the following:

- The Kennedy Bridge, carrying southbound traffic, has one (1) mainline set of Toll Zone gantries spanning five (5) travel lanes and one (1) shoulder and one (1) ramp toll zone spanning one (1) travel lane and one (1) shoulder; and
- The Lincoln Bridge, carrying northbound traffic, has one (1) mainline set of Toll Zone gantries spanning five (5) travel lanes, two (2) shoulders, a gore area and one (1) set of ramp Toll Zone gantries spanning two (2) travel lanes and two (2) shoulders on the Court Avenue exit.
- Toll Zone gantries for the Kennedy and Lincoln Bridges are located on the Indiana side of the Ohio River.



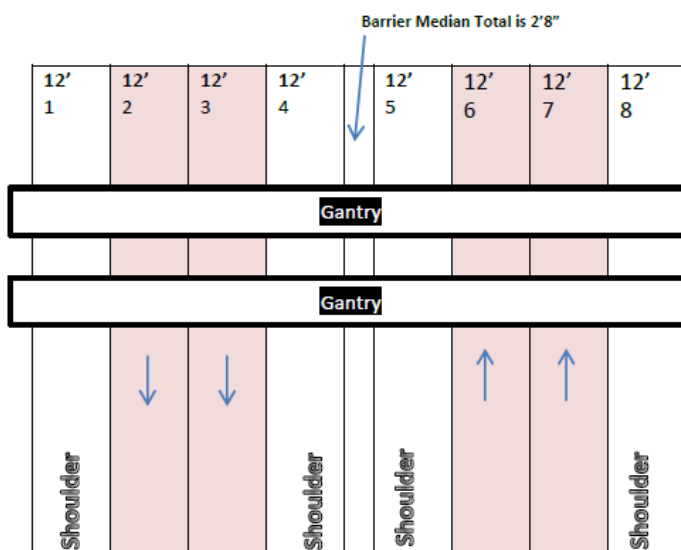
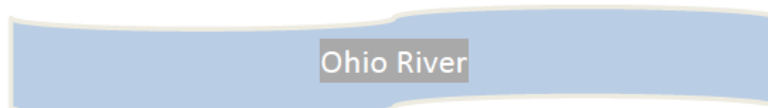
The East End Crossing, Lewis and Clark Bridge, consists of the following:

- Two (2) mainline sets of Toll Zone gantries spanning two (2) travel lanes and two (2) shoulders in each north and southbound directions connecting the extension of the Snyder Freeway (“I-265”) with Southern Indiana (“SR265”).
- Toll Zone gantries for the Lewis and Clark Bridge are located on the Kentucky side of the Ohio River.

LSIORB East End Crossing Equipment Lanes

Indiana

North



Kentucky

I-265 South



4 - 12' northbound equipment lanes

4 - 12' southbound equipment lanes






This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

Roadside Technology

The existing RiverLink system uses multiprotocol Automatic Vehicle Identification (“AVI”) readers for toll collection purposes. The AVI readers currently detect the following Transponders and protocols in an open road tolling environment:

- The 18000-6C protocol; and
- The E-ZPass Interagency Group (“E-ZPass IAG”) tag protocol.

Once Transactions are formed and recorded by the RTCS, toll rates are assigned by the BOS to the Transaction based on axle and height classification as shown below.

CLASSIFICATION	VEHICLE DESCRIPTION
Passenger Vehicle	2-axle up to 7 ½ feet in height 
	2-axle more than 7 ½ feet in height 
Medium Vehicle	All 3-axle 
	All 4-axle 
Large Vehicle	5-axle or more 

Changeable Message Toll Rate Signs (“CMTRS”) Technology

The RiverLink system has eight (8) CMS signs displaying toll rates with corresponding Closed-Circuit Television (“CCTV”) cameras on I-265, I-64, I-65 and I-171.



1.3. Project Goals and Description of RSP2 Obligations

The purpose of this Project is for RSP2 to be responsible for all roadside aspects of tolling for RiverLink. This includes labor, equipment, machinery, tools, supplies, safety equipment, transportation, and incidentals to replace the current RiverLink Roadside Toll Collection System with a robust solution capable of handling a minimum of 130,000 Traffic Transactions per day. RSP2 shall coordinate and interface with the new TSP2 BOS.

In addition to collecting lane toll transactions on the Project, RSP2’s Roadside Toll Collection System (“RTCS”) shall be scalable so that, at the Joint Board’s discretion, RSP2 can design, install, operate and maintain an RTCS on other potential toll facilities between Indiana and Kentucky. Traffic Transactions on potential future toll facilities could range from 20,000 to 60,000 vehicles per day.

1.3.1. Project Goals

The overall goals of the Project include:

- To procure, furnish, design, test, install, operate and maintain a complete and fully functional RTCS that supports all RiverLink goals and requirements;
- To minimize risks and revenue loss transitioning the RTCS from TSP1 to RSP2, with minimal disruption or visible impact to the existing RTCS or RiverLink’s customers and stakeholders;

-
- To expedite the closure of the current operations and maintenance term of the RTCS as performed by the TSP1.

1.3.2. General Project Description and Scope of Work

1.3.2.1. Overview

The Project consists of providing, operating and maintaining a roadside all electronic open road toll collection system on the three (3) RiverLink bridges, two (2) downtown Bridges, the Kennedy and Lincoln Bridges and the East End Bridge along with the northbound Court Avenue exit ramp. Upon Joint Board approval, new toll zones with new gantries for the Downtown and East End bridges will be designed and constructed pursuant to design-bid-build contracts between INDOT, the States, a toll gantry/site design contractor (“Designer”) and a toll gantry/site contractor (“Contractor”). The new toll zones will be upstream or downstream of the current toll zones that will require close coordination between INDOT contractors and RSP2. It is anticipated the new toll zone gantries, based upon JB approval, for the Downtown and East End bridges will be available for RSP2 toll equipment installation no later than April 1, 2023. Toll equipment installation at the Court Avenue exit ramp will require a full ramp closure to transition to RSP2’s solution per the Toll Zones Responsibilities Overview Matrix in Exhibit F.

1.3.2.2. Coordination

RSP2 shall coordinate with the Designer and the Contractor to deliver the Project per the Toll Zones Responsibilities Overview Matrix in Exhibit F. RSP2 shall be responsible for: confirming final RTCS design requirements; providing input on site specific details; review of tolling infrastructure design plans; scheduling coordination for installation of all tolling infrastructure and communications system components; site inspections for the tolling infrastructure turnover; as well as input into the network design and confirming network communications requirements for the tolling system.

Testing for the Project will encompass all required toll system component testing, as set forth in the Technical Requirements and Contract Documents through “end to end” testing which will include the full team of States Parties and other contractors procured by the States’ Parties and is the last step before tolling may commence.

Designer and Contractor will establish detailed schedules, which will be provided to RSP2 at a later date to coordinate RTCS activities.

1.3.2.3. RTCS Functionality and Services

RSP2 will be required to procure and furnish new toll equipment, and install, test, operate and maintain all equipment necessary for the RTCS to meet the Technical Requirements, including but not limited to: multi-protocol readers and antennas capable of reading the three (3) National Interoperability (“NIOP”) protocols (ISOC (6C), TDM/IAG and ISOB_80K (SeGo)) in compliance with the NIOP requirements when the NIOP occurs, Automatic Vehicle Detection and Classification (“AVDC”), zone controllers, Image Capture and Processing System (“ICPS”), Maintenance Online Management System (“MOMS”), Digital Video Acquisition System (“DVAS”),

roadside cabinets, communications from cabinet to controller, power from cabinet to devices, power back-up systems, mounts, brackets, and other incidental items to complete the installation, testing, and integration services. A Proposer may be disqualified if new toll equipment replacements are not proposed.

RSP2 will install the RTCS equipment and coordinate with the Designer, Contractor, TSP1 and TSP2 to transition from the TSP1 RTCS to the RSP2 RTCS. RSP2 will work collaboratively and in coordination with the TSP2 to integrate complete traffic Transactions with images and messages into the new TSP2 BOS no sooner than 60 days after TSP2 BOS go-live date and no later than September 1, 2023.

The States' Parties reserve the right to surplus legacy equipment after the award of the contract. Should the States' Parties decide to surplus such equipment, RSP2 shall be responsible to package, label, and deliver such equipment within a 60-mile radius of the bridges. Salvage credit will NOT be included in price scoring.

RSP2 shall also provide system maintenance for the RTCS and the fiber communication networks. RSP2 shall provide staffing and support service for the entire RTCS, including roadside equipment functions and management of maintenance and support operations.

1.3.2.4. Toll-Related ITS Functionality and Services

RSP2 will be required to maintain the ITS equipment including toll related ITS cameras to successfully monitor and operate the Ohio River Bridges Project from the project facility. A CCTV camera is required for each Changeable Message Toll Rate Sign ("CMTRS") that will be fully integrated, monitored and controlled in the project facility. RSP2 will also be required to operate and maintain the CMTRS with toll rate updates. All Work will be coordinated with the TSP1, TSP2, TRIMARC, KYTC TMC and INDOT TMC.

1.3.2.5. Communications Functionality and Services

Communication requirements include the following: LAN (between the toll gantry and toll equipment pad) and WAN (between toll equipment pad and RTCS back office). RSP2 will provide system maintenance for both the RTCS and the fiber communication network, including maintenance of cabinets, patch panels, insect and rodent control of cabinets and communication equipment, maintenance of power supplies and generators, etc.

1.3.2.6. Project Facility

RSP2 shall utilize office/facility space provided by the JBR to establish the RTCS Project Facility to monitor the toll equipment, CTRMS, effective toll rates, traffic conditions and RTCS-related ITS devices, and operate the RTCS on a day-to-day basis. RSP2 will have primary control of all tolling components and toll related ITS components (CMTRS, traffic cameras, etc.) to support RTCS operations and will provide office/facility-related furniture, equipment, materials, consumables and staffing to operate the RTCS Project Facility.

1.4. RFP Documents

The RFP consists of the following volumes, and any other documents that may be issued by Addendum (individually, “Addendum” and collectively, “Addenda”, as such documents may be amended and supplemented:

- Volume I - ITP (including Exhibits and Forms)
- Volume II - Contract Documents (including Exhibits)
- Volume III - Reference Information Documents

1.4.1. Abbreviations and Definitions

The dictionary in Exhibit 1 of the Contract Documents provides a listing of all definitions, abbreviations, and acronyms that apply to this RFP and the final Contract.

1.5. Project Timeline

The following represents the schedule for this procurement, implementation and Contract duration for this Project. All dates set forth in this RFP are subject to change, in the Joint Board’s sole discretion, by Addendum.

1.5.1. Project Schedule

The Joint Board reserves the right, in its sole discretion, to revise, modify or change the RFP, procurement process and/or schedule at any time during this procurement.

The Proposer may propose a different implementation timeline, as long as the Project Go-Live Milestone is completed in accordance with all applicable Requirements and is accepted by the Joint Board. The Detailed Project Schedule, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 4.

Additionally, the Proposer is encouraged to propose Deliverable dates specified in the RSP2 schedule of Deliverables to match its proposed implementation timeline.

	Event	Date
Pre-RFP	Mandatory Industry Forum and Optional Site Visit	December 14, 2021
	Mandatory One-on-One Proposer Meeting	December 15, 2021
Proposals Submission	Publish RFP	February 1, 2022
	RFP Questions due by Proposers as described in Section 5.1.4.1	March 4, 2022
	Last date for IFA responses to submitted RFP questions	March 18, 2022
	Proposal Due Date	April 5 <u>19</u> , 2022
Evaluations	Notification of Short List of Proposers	April 19 <u>May 10</u> , 2022
	Technical Interviews with Short List of Proposers	May <u>24</u> , 2022
	Financial Interviews with Short List of Proposers	May <u>25</u> , 2022
	Proposers' BAFOs	May 16 <u>June 8</u> , 2022
Finalization	Anticipated Notification of Preferred Proposer	May 19 <u>June 16</u> , 2022
	Completion of Negotiations	June 16 <u>July</u> , 2022 <u>(TBD)</u>
	Award and Execution of Contract and Other Contract Documents by Preferred Proposer (unless extended pursuant to Section 1.5.1)	June 17 <u>July</u> , 2022 <u>(TBD)</u>
Key Implementation Milestones	Factory Acceptance Test ("FAT") <u>Completed and FAT Report Approved</u>	TBD <u>No later than 9 months after NTP</u>
	Full Revenue Service Achieved	TBD <u>No earlier than June 1, 2023 and no later than September 1, 2023</u>
	Operational Test and <u>System</u> Acceptance	TBD <u>No later than 60 days after Full Revenue Service is achieved</u>

1.5.2. Contract Duration

The Contract will become effective upon its final execution by both parties and satisfaction of the requirements of the IFA and Joint Board and all other applicable legal requirements. The Operations and Maintenance Term of the Contract is anticipated to last approximately six (6) years starting at Full Revenue Service commencement. The Joint Board may, in its sole discretion, choose to exercise one or both of two (2) two (2)-year renewal options.

1.6. Point of Contacts for the Project and Proposals

The Joint Board has established two Authorized Representatives for purposes of this procurement and Contract. The Joint Board may change the Authorized Representatives with notice to Proposers or RSP2 at any time in its sole discretion. The Proposer shall designate its Authorized Representative as detailed in Section 1.6.2.

1.6.1. Questions and Delivery of Proposals

The Joint Board has designated the following individual from IFA to be its Authorized Representative for questions related to this procurement and the acceptance of Proposal documents.

All documents related to Proposals shall be delivered to the IFA Authorized Representatives at the following address:

Indiana Finance Authority
One North Capitol, Suite 900
Indianapolis, IN 46204
Attention: Public Finance DirectorSilvia Perez

All questions related to this procurement shall be provided to the IFA Authorized Representative at the following email address:

Silvia Perez
sperez@projects@ifa.in.gov

1.6.2. Identification of Proposers Authorized Representative

A Proposer shall identify in its Proposal a Proposer Authorized Representative to receive documents, communications or notices in connection with this procurement. If the Proposer makes changes to its Proposer Authorized Representative subsequent to its submission of its Proposal, the Proposer shall provide both Authorized Representatives with the name and address of such new Proposer Authorized Representative. Failure to identify a Proposer Authorized Representative in writing may result in the Proposer failing to receive important communications from IFA or the Joint Board. Neither IFA nor the Joint Board is responsible for any such failure.

Section 2.0 PROPOSAL SUBMISSION

The Joint Board's objective in this RFP is to select the responsive and responsible Proposer whose Proposal provides the best value to the Joint Board in the best interest of the State and the Commonwealth.

2.1. Proposal Submission

Each Exhibit contains detailed instructions for the completion of each document.

1. Each Proposal submission shall be organized in the order listed in Exhibit D - "Proposal Checklist" and Exhibit E – "List of Forms" shall be clearly indexed.
2. The completed Proposal shall be delivered to the IFA Authorized Representative in sealed containers no later than 5pm EST on the Proposal Due Date.
3. Where certified copies of the Proposal are required, the Proposer shall mark the document or cover with the words "Certified True Copy" and have the mark over-signed by the Proposer Authorized Representative. The over-signature can be undertaken by graphic reproduction.
4. The Proposal shall contain concise written material and figures enabling a clear understanding and evaluation of the capabilities of the Proposer and the characteristics and benefits of the Proposal.

2.2. Proposal Formats and Formatting

Each Proposer shall timely submit one (1) original and ten (10) electronic versions of its Proposal satisfying the requirements of this ITP. Below, are details of the expectations of the Proposal submission;

1. File formats.
 - a. Electronic copies of the Proposal shall be included as a USB flash drive and shall be packaged in a single sealed container, clearly addressed to the Joint Board c/o the IFA Authorized Representative.
 - b. Each Proposal part shall be bound separately in a 3-ring binder and be labeled to indicate its contents.
 - i. Dividers may be used within bound volumes and will not be counted towards any applicable page counts.
 - c. As to the original version of the Proposals, the Proposal parts shall be labeled as:
 - i. General Information: "[Proposer Name]: Original General Information for the LSIORB Replacement Roadside System Provider";
 - ii. Technical Proposal: "[Proposer Name]: Original Technical Proposal for the LSIORB Replacement Roadside System Provider"; and
 - iii. Price Proposal: "[Proposer Name]: Original Price Proposal for the LSIORB Replacement Roadside System Provider".

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- d. As to the electronic version of the Proposal, it shall be in an Adobe (.pdf) searchable format. Additionally, the following Proposal parts shall be provided in their native document format:
 - i. Form K and Form G shall be provided as a Microsoft Excel 2016 spreadsheet; and
 - ii. The Preliminary Project Schedule shall be included as a Microsoft Project 2016 file.
 - e. Form K and Form G shall remain unedited, except where designated for Proposers to complete.
2. File formatting.
 - a. All documents shall be single spaced and no smaller than eleven-point (Arial font),
 - i. Headers, footers, organizational charts, graphics, and tables may be ten-point so long as the headers, footers, organizational charts, graphics, and tables are legible.
 - b. Proposers shall not change the margins of Form K, Form G, or any other RFP documents the Proposers are to fill out. Any other required typed submissions of the Proposal must be submitted in 8 ½ by 11-inch format (1-inch margins or wider).
 - c. Double-sided printing is encouraged. Any double-sided document will count as two pages towards any applicable page counts.
 3. Any "Proposal Revisions" shall be clearly identified and include a time and date for delivery and shall clearly identify the contents of the submission.
 4. Page limits.
 - a. The Proposal shall not exceed the page limitations set forth in Exhibits B and C. No page limit applies to permitted and required appendices, dividers, exhibits, and tables of contents; however, the Joint Board does not commit to review any information in exhibits and appendices other than those required to be provided. Any information submitted electronically which is not included in the hard copy of the Proposal shall not be reviewed nor considered.

Section 3.0 PROPOSAL EVALUATION

3.1. Organization of the Evaluation Committees

Evaluation of Proposals will be conducted by a Technical Proposal Evaluation Committee (“TPEC”) and a Price Proposal Evaluation Committee (“PPEC”), collectively referred to as the Proposal Evaluation Committee (“PEC”). These committees will be comprised of the Joint Board Representatives (“JBR”) and other state employees with assistance from subcommittees as needed.

The subcommittees will be comprised of representatives from advisors (including outside consultants) and other qualified individuals. The primary responsibility of these advisors will be to assist the PEC in making an educated and informed assessment of the individual strengths and weaknesses of the Proposals. All evaluators, outside consultants, and observers will be required to sign confidentiality statements and conflict of interest disclosures that will be subject to IFA confidentiality restrictions and conflict of interest control requirements. The IFA and Joint Board reserve the right to omit any planned evaluation step, if, in their sole discretion, the step is not needed. The PEC may reasonably interpret and make logical inferences with respect to submitted proposals to facilitate the evaluation process.

3.2. Phases of Scoring

The Proposal evaluation process will include a qualitative evaluation of the Technical Proposal, an evaluation of the Price Proposal, and a best value determination. The steps in the process and evaluation criteria are set forth in this Section 3.0. The evaluation and selection process are subject to modification by the Joint Board, in its sole discretion. There will be three (3) phases to the Proposal evaluation;

- Phase I: Pass/Fail Evaluation;
- Phase II: Initial Evaluations and Proposers Short List determined; and
- Phase III: Interviews, BAFOs, Final Evaluation/Final Total Proposal Score and Final Selection.

3.3. Phase I: Pass/Fail Evaluation

3.3.1 Pass/Fail Completeness and Responsiveness

Upon receipt of the Proposals, the IFA Authorized Representative will perform a preliminary review for general completeness and responsiveness. Failure to adhere to the ITP will result in failure to progress to further evaluations. The IFA Authorized Representative will review Proposals to verify that all required documents and forms are properly completed and signed as required by the RFP.

In the event that a Proposal contains information that may potentially result in a “fail” determination, the JBR may request additional or clarifying information from the Proposer prior to a final pass/fail determination. Those Proposals not responsive to this RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration, and the Proposer will be so advised.

3.3.2 Pass/Fail Financial Stability

For Proposals that pass the Pass/Fail Completeness and Responsiveness evaluation, the PPEC Authorized Representative will perform a Pass/Fail Financial Stability evaluation. This financial stability evaluation will include researching the Proposer's credit history, review of Proposer's financial statements, verification of bank information and assessment of how leveraged the Proposer is. In the event that a Proposal contains information that may potentially result in a "fail" determination, the JBR may request additional or clarifying information from the Proposer prior to a final pass/fail determination. Those Proposals that do not pass the Financial Stability evaluation may be excluded from further consideration, and the Proposer will be so advised.

3.4. Phase II: Initial Evaluations

3.4.1. Technical Evaluation

After completion of, or concurrently with, the Pass/Fail reviews, the TPEC will evaluate the Technical Proposals and reference checks based on the factors set forth in Section 3.7.1 and develop an initial technical score for each Proposal.

3.4.2. Price Evaluation

After completion of, or concurrently with, the Pass/Fail reviews, the PPEC will review Price Proposals pursuant to Section 3.7.2 and develop an initial price score for each proposal.

3.4.3. Total Proposal Score

After completion of the Initial Evaluation of both the Technical and Price Proposals, the PEC will develop an initial Total Proposal Score for each Proposer by adding the Technical Proposal score described in Section 3.7.1 to the price score described in Section 3.7.2.

3.4.4. Proposer Short List

Following the completion of the Total Proposal Score for each Proposer, the short list will be determined by the PEC. The number of Proposers on the short list will be dependent on the number of qualified Proposals received.

3.5. Phase III: Final Selection

3.5.1. Interviews

Proposers on the short list will be invited to participate in technical and financial interviews. Additional details on the interviews will be provided with the invitation and short list selection.

3.5.2. Best and Final Offer

The short list Proposers will be asked to develop and submit a final Price Proposal that represents the Proposer's Best and Final Offer ("BAFO") for the Project. The content and format of the final Price Proposal shall be consistent with the instructions provided in Exhibit C.

3.5.3. Final Total Proposal Score

After completion of the interviews, the TPEC may adjust the technical scores for the PEC to develop a final Total Proposal Score for each Proposer on the short list based on the factors set in Section 3.7. In developing the final Total Proposal Score, the PEC will consider the Proposer's Proposal, interviews and BAFO.

3.5.4. Final Selection

Following the final evaluation, the PEC will select the Proposer with the highest remaining score as the selected and preferred Proposer.

3.6. Requests for Clarification and/or Revisions

IFA, on behalf of the Joint Board, may, at any time, issue requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal, and/or prior to award and execution of the Agreement, determine that it is appropriate to request changes to the Proposals.

3.6.1. Requests for Clarification

Proposers shall respond to any such requests for clarification within three (3) Business Days from receipt of the request or within such other time as is specified by the Joint Board. The scope, length, and topics to be addressed in clarifications shall be prescribed by, and subject to, the sole discretion of the Joint Board.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

3.6.2. Requests for Proposal Revisions

The RFP revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal revisions, including identifying a time and date for delivery. In the event that Proposal revisions are requested, then the term "Proposal," as used in the RFP Documents, shall mean the original Proposal, as modified by the Proposal revision.

Upon receipt of Proposal revisions, the PEC will re-evaluate the Proposals as revised, and will revise ratings and value estimates as appropriate following the process described above.

3.7. Best Value Determination

The best value determination will be based on a Final Total Proposal Score using a 2,000-point scale.

Scoring Criteria	Points
Technical Proposal score	1,400
Price Proposal score	600

The determination of the highest ranked Proposal shall be based on the highest Final Total Proposal score computed as follows:

$$\text{Final Total Proposal Score (maximum 2,000 points)} = \text{Price Proposal score (maximum 600 points)} + \text{Technical Proposal score (maximum 1,200 points)}$$

3.7.1. Technical Scoring

The Technical Proposal score will be based on the following scoring elements:

Scoring Criteria	Points
Approach to Project Plan, Implementation and Schedule	150
Approach to Scope of Work and Project Requirements	300
Approach to Operations and Maintenance	150
Approach to Monitoring & Reporting Key Performance Indicators	50
Form K Technical Requirements Traceability Matrix	300
Technology Innovations	50
Key Personnel	50
Team Experience	150
Relevant Project Experience	200
Grand Total	1,400

3.7.2. Price Scoring

The PPEC will score the Price Proposal in accordance with the following formula:

- If Proposer's Contract Price is less than or equal to the Median Contract Price submitted by responsive Proposers, then:

$$\text{Price Proposal score} = 600 \text{ points}$$

- If Proposer's Contract Price is greater than the Median Contract Price submitted by responsive Proposers, then:

$$\text{Price Proposal score} = \frac{(\text{Median Contract Price submitted by responsive Proposers} \times 600 \text{ points})}{\text{Proposer's Contract Price}}$$

Proposer's Contract Price will be calculated as the sum of the following price elements from Form G:

- Initial Costs; and
- Operations and Maintenance Costs.

Salvage credit will NOT be included in price scoring.

Price Proposals shall be balanced across cost elements and milestones. If in the PPEC, in its PPEC's sole discretion, determines that the Price Proposal for the preferred Proposer is not balanced, the allocation payments among the Payment Milestones shall be subject to negotiation pursuant to Volume 2, Exhibit 6C.

Section 4.0 POST-SELECTION AND AWARD

4.1. Identification of the Preferred Proposer

After the PEC develops the Final Total Proposal Scores, the Joint Board may:

- (i) notify the Proposer with the highest Final Total Proposal Score that it has been identified as the Preferred Proposer and that the JBR and the IFA, on behalf of the Joint Board, intend to commence negotiations with the Preferred Proposer to finalize the Contract Documents;
- (ii) with the approval of the Joint Board, require Proposal revisions pursuant to Section 3.5.2,
- (iii) reject the recommendation and cancel the procurement, or (iv) request reconsideration of the PEC's recommendation for the preferred proposer; and
- if clause (i) above applies, notify the other Proposers that the IFA has identified, and will commence negotiations with the Preferred Proposer to attempt to finalize the Contract Documents.
- if clause (i) above applies, further notify the other Proposers that in the event the negotiations with the Preferred Proposer are not successful, IFA, on behalf of the Joint Board, may suspend or cease such negotiations with the Preferred Proposer and commence negotiations with the Proposer who had the next highest Final Total Proposal Score or terminate the procurement process.

4.2. Negotiation and Finalization of the Contract and Contract Documents

If IFA, on behalf of the Joint Board, has chosen to enter negotiations with the Preferred Proposer as described in Section 4.1, the JBR will commence such negotiations and finalization of the Contract Documents.

After notification by the Public Finance Director pursuant to Section 4.1, the JBR will proceed with the Preferred Proposer to finalize the Contract Documents. The JBR may elect to negotiate various aspects of the Contract Documents with the Preferred Proposer, including aspects of the Proposal that will be incorporated into the Contract Documents; however, any decision to commence negotiations regarding the terms of the Contract Documents is at the JBR's sole discretion.

By submitting its Proposal, each Proposer commits to: (i) discuss the terms of the Contract with the Joint Board in good faith and in accordance with the requirements of the RFP, (ii) enter into the Contract and satisfy all other conditions to award the Contract; and (iii) perform its obligations as set forth in the Contract. While the Joint Board is willing to consider any detailed comments submitted by the Preferred Proposer as part of the negotiation process, the Joint Board will not materially modify the scope of the Project or modify material risk allocations, liability limits, or major commercial and legal terms, rights, and remedies during the negotiation and finalization of the Contract process. The Joint Board's anticipation is that the negotiations shall address (i) the costs, unit costs, and rates contained in Form G, (ii) the balancing of the Price Proposal; and (iii) minor scope clarifications and refinements. None of the foregoing negotiations shall entitle the Preferred Proposer to increase its Contract Price.

If a Contract satisfactory to the IFA, on behalf of the Joint Board, in its sole discretion, cannot be negotiated with the Preferred Proposer, IFA, on behalf of the Joint Board, may formally suspend or end negotiations with that Preferred Proposer. Further action may be taken including (a) rejection of all Proposals or (b) proceeding to the next most highly ranked Proposal to attempt to negotiate a Contract with the next most highly ranked Proposer.

4.3. Review of Post-Selection Deliverables

4.3.1. Documents to be Submitted Following Notification of Preferred Proposer

As a condition precedent to award the Contract, the Preferred Proposer shall deliver the following (collectively, the “Post-Selection Deliverables”) to IFA within five (5) Calendar Days after notification pursuant to Section 3.6.2 that it is the Preferred Proposer, unless otherwise noted:

- (a) Evidence of Preferred Proposer’s (and all Major Subcontractors) qualification to do business in the State of Indiana and Commonwealth of Kentucky, dated no earlier than thirty (30) Calendar Days prior to the anticipated date of commercial close. Depending on the form of organization, such evidence may be in the form of (i) Certificates of Authority to do business in the State and in the Commonwealth along with a “certificate of good standing” (or equivalent) from the state of organization of the Preferred Proposer or Major Subcontractor; (ii) a Certificate of Existence from the Indiana Secretary of State; or (iii) other evidence acceptable to the Joint Board, in its sole discretion. Each such Preferred Proposer or Major Subcontractor shall also provide a valid Indiana and Kentucky business license;
- (b) Drafts of the Deliverables identified in Section 4.5.1 for pre-approval by the Joint Board; and
- (c) A redacted copy of its Proposal to IFA no later than three (3) Business Days after notification pursuant to Section 4.1 that it is the Preferred Proposer, with redactions limited to only those portions of the Proposal that fall under a specific exemption of the Public Records Act. The Preferred Proposer shall be required to submit, for the Joint Board’s review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for the IFA to assess the eligibility of such portions of the Proposal for exemption from publication. Failure of the Preferred Proposer to submit a redacted form of its Proposal to IFA no later than three (3) Business Days after notification that it is the Preferred Proposer constitutes consent by the Proposer to, and a waiver of any right to contest, disclosure by IFA of the Preferred Proposer’s Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. Notwithstanding any proposed redactions and/or claims of exemption asserted by the Preferred Proposer, IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. As between the Preferred Proposer and a third party requesting disclosure under the Public Records Act (as opposed to between the Preferred Proposer and the Joint Board and IFA exercising their discretion pursuant to this ITP), this Section 4.3.1(c) shall not constitute a waiver of the Preferred Proposer’s rights under the Public Records Act.

4.3.2. IFA Comment on Post-Selection Deliverables

The JBR shall provide comments on any Post-Selection Deliverable required to be delivered to IFA for review and approval hereunder, within four (4) Business Days after the date of IFA's receipt of such Deliverable. The Joint Board shall have four (4) Business Days to review and respond to subsequent submittals of the Deliverable.

4.4. Deadline for Execution of Contract and Other Execution Documents

If a Proposer is selected as the Preferred Proposer for negotiations or execution of the Contract, then that Proposer shall be required to, on or before the date specified in Section 1.5.1 for Contract execution, deliver to IFA executed copies of the Contract and the documents required under Section 4.5.1.

The Joint Board may, in its sole discretion, extend the deadline for Contract execution by written notice to the Preferred Proposer, but may not extend the date of commercial close beyond the one hundred and eighty (180)-day Proposal validity period without mutual agreement by the Preferred Proposer.

4.5. Final Award, Execution and Delivery of Contract Documents

The following are conditions precedent to final award of the Contract:

- Successful negotiation of the Contract;
- Receipt by IFA of all the documents required to be provided prior to execution of the Contract under Section 4.5.1; and
- Any other conditions to award set forth in the ITP or required by the Act.

If negotiations pursuant to Section 3.5.4 are successfully concluded and result in a final form of the Contract satisfactory to the Joint Board, in its sole discretion, then the IFA Board and the Joint Board shall each convene a meeting to consider adoption of a resolution selecting the Preferred Proposer as RSP2 under the Contract Documents and approving execution of such Contract Documents. Prior to the meetings of the IFA Board and the Joint Board, IFA, on behalf of the Joint Board, may deliver four (4) sets of execution copies of the Contract and other documents to be executed in connection therewith (the "Execution Documents") to the Preferred Proposer along with the number of sets of execution copies of the Execution Documents reasonably requested by the Preferred Proposer. The Preferred Proposer shall obtain all required signatures and deliver all the execution sets of the Execution Documents to IFA within two (2) Business Days after receipt, together with the required documents described in Section 4.5.1. If RSP2 is a joint venture or a partnership, the Contract shall be executed by all joint venture members or general partners, as applicable.

Upon IFA's receipt of the Execution Documents (together with the required documents described in Section 4.5.1) and satisfaction of all conditions precedent to award and execution set forth in Section 3.6 and Section 4.5.1 and under applicable Law, IFA, in its discretion and on behalf of the Joint Board, may execute the Execution Documents. Within two (2) Business Days after IFA's execution, IFA shall deliver the executed Execution Documents, together with the required

documents described in Section 4.5.1, to the KYTC to obtain the approvals necessary pursuant to KRS 45A.045. Unless extended pursuant to Section 1.5.1 or not approved pursuant to KRS 45A.045, final award and commercial close shall be deemed to have occurred as of the date of execution by IFA of the Other Execution Documents.

IFA, with the consent of the Joint Board, at its sole option and within the exercise of its sole discretion, may elect to move forward with execution of the Execution Documents or may terminate the procurement at no cost or penalty. In no event, may IFA delay execution of the Execution Documents beyond the 180-day Proposal validity period without the mutual agreement by the Preferred Proposer.

4.5.1. Documents to Be Delivered by Proposer with Executed Contract

The Preferred Proposer shall deliver to IFA the documents listed below concurrently with the executed sets of the Execution Documents as a condition to execution of the Contract by IFA, on behalf of the Joint Board:

- A copy of the executed organizational documents for RSP2, if not previously submitted or revised since submission. In addition, if RSP2 is a limited liability company, partnership or joint venture, the Preferred Proposer shall provide the articles of incorporation/certificate of formation/charter/partnership agreement or registration for each member or partner of RSP2. The executed form of the organizational documents for RSP2 may not differ substantially or materially from the draft organizational documents or indicative term sheets included with the Proposal;
- Evidence of approval of the final form of the Contract Documents, and of due authorization, execution, delivery and performance of the Contract Documents, by RSP2. Such evidence shall be in form and substance reasonably satisfactory to the Joint Board. If RSP2 is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If RSP2 is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If RSP2 is a limited liability company, such evidence shall be in the form of (1) a resolution of the governing body of the limited liability company, certified by an appropriate officer of the company, (2) a managing member(s) resolution, certified by an appropriate officer of the managing member(s), or (3) if there is no managing member, a resolution from each member, certified by an appropriate officer of such member. If RSP2 is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the form used for authorization is other than a resolution, as described above, the Preferred Proposer shall provide such other authorization document as is acceptable to the Joint Board, in its sole discretion;
- A letter from an Eligible Surety, signed by an Proposer Authorized Representative as evidenced by a current certified power of attorney, committing to provide a Performance Bond as described in Section 8.1 of the Contract, and a Payment Bond as described in Section 8.1 of the Contract and in form compliant with the requirements of this Section 4.5.1(c) and

otherwise reasonably acceptable to the Joint Board, in an amount equal to 100% of the Initial Costs. The commitment letter may include no conditions, qualifications, or reservations for underwriting or otherwise, except for a statement that the commitment is subject to award and execution of the Contract and issuance of the NTP thereunder; however, the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Contract or the Technical Requirements following the date of the letter, but excluding any changes or information reflected in the Proposal, such as Proposer commitments;

- If security for or a guaranty of the Proposer's obligations under the Contract is required by the Joint Board pursuant to Exhibit A, guarantees from Guarantor(s) in the form of Exhibit 10 of the Contract, with such modifications approved by the Joint Board, in its sole discretion;
- Certificates of insurance policies evidencing proof of insurance coverages as required by the Contract, or written evidence from an insurance company(ies), broker(s) or agent(s) that such company(ies), broker(s) or agent(s) will place all such insurance coverages for the Preferred Proposer (should they become RSP2). For the on-site project- specific coverages, the signatories must indicate expressly that they have read the Contract and insurance requirements set forth therein and that the entities required to obtain insurance under the Contract have the capability of obtaining such insurance in the coverages and under the conditions listed in the Contract; and
- Any other requirements reasonably determined by IFA during pre-award negotiations.

4.6. Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected for award may request a debriefing. Debriefings shall be provided at the earliest feasible time after execution of the Contract Documents, as determined by the Joint Board, in its sole discretion. The debriefing shall be conducted in Indianapolis and by a procurement official familiar with the rationale for the selection decision and Contract award.

Debriefings shall:

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

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the PEC, but may include a summary of the rationale for the selection decision and Contract award.

Section 5.0 SUPPLEMENTAL PROVISIONS

5.1. General Information

The RFP will be issued and made available to Proposers in electronic format on the secure file transfer site for the Project, located at the website.

5.1.1. RFP Documents

The Reference Information Documents, which can be found in Volume III of this RFP, are provided for the purpose of providing general information to Proposers. The IFA and Joint Board shall not be responsible or liable in any respect for any causes of action, suits, judgments, claims, expenses, damages, or Losses whatsoever suffered by any Proposer by reason of (a) any use, in connection with participation in this procurement, of information, contained in the Reference Information Documents or (b) any action or forbearance in reliance on the Reference Information Documents.

5.1.2. Procurement Method

This RFP is issued pursuant to Indiana Code 5-1.2-4, et seq., as amended, Indiana Code 8-15.5 et seq., as amended, and other applicable provisions of Indiana and federal Law. The Commonwealth's participation is authorized by KRS 45A.300 et seq. The Joint Board will award the Contract (if at all) to the responsive Proposer offering a Proposal meeting the standards set by the Joint Board and which is determined by the Joint Board, through evaluation based upon the criteria set forth in the applicable law and this RFP, to provide the best value to the Joint Board and to be in the best interest of the State and the Commonwealth.

The Joint Board will not review or consider multiple or alternative proposals.

5.1.3. Guiding Principles

5.1.3.1. Rules of Contact

From and after the date of issuance of this RFP and ending on the earliest of (i) the execution and delivery of the Agreement, (ii) rejection of all Proposals by the Joint Board, or (iii) cancellation of the RFP, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), other electronic means ("SMS"), or formal written communication.

The specific rules of contact are as follows:

- No Proposer nor any of its team members may communicate with another Proposer or its team members through its employees, agents, or representatives with regard to the RFP or either team's Proposal, except that (i) Subcontractors that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams, and (ii) this prohibition does not apply to public discussions regarding the RFP at any IFA sponsored informational meetings.

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- Each Proposer shall designate one (1) representative responsible for contacts with IFA and the Joint Board and shall correspond with IFA and the Joint Board regarding the RFP only through the Joint Board's Authorized Representative and the Proposer Authorized Representative.
 - No Proposer or representative thereof, nor any of its team members or representatives thereof, through either of their respective employees, agents, or representatives shall have any *ex parte* communications regarding the RFP or the procurement described herein with any member of the Joint Board, or any States' Party, or with any IFA, Joint Board, or any States' Party's board, staff, advisors, contractors, counsel, or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance by the Authorized Representative or the Public Finance Director, in his or her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or participation in public meetings of the Board or any public or Proposer workshop related to the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the Joint Board.
 - Proposers and their team members shall not directly contact the following identified stakeholders (the "Stakeholders") regarding the Project, including employees, representatives and members of the entities listed below, it being the intent of the Joint Board that IFA provide any necessary coordination during the RFP stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:
 - Kapsch TrafficCom IVHS Inc., in its capacity as TSP1, and any of its Major Subcontractors;
 - Electronic Transaction Consultant Corporation ("ETC"), in its capacity as TSP2, and any of its Major Subcontractors;
 - HNTB Corporation, in its capacity as Toll Services Advisor ("TSA");
 - Strothman and Company, in its capacity as Revenue Control Manager ("RCM"); and
 - C2 Strategic Communications, in its role as communications advisor.

Information requests concerning these entities should be sent to the Joint Board's Authorized Representative, who, in the sole discretion of IFA, on behalf of the Joint Board, may arrange for a general meeting between one or more of these entities and the Proposers. Such meetings will be open to all Proposers and will not include discussion of any confidential matters. Following any such general meeting, IFA, on behalf of the Joint Board, may allow individual meetings between a Proposer and such entity(ies); provided; however, that such Proposer notifies IFA in writing of any planned meeting in advance and sends IFA an agenda for such meeting. In such event, IFA and the Joint Board reserve the right, in their sole discretion, but without obligation, to send a representative to such meeting.

- Any communications determined by the Joint Board, in its sole discretion, to be improper may result in disqualification. "Improper" as used herein means detrimental or prejudicial to the integrity of the procurement.

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- Any official information regarding the Project will be in writing, on IFA letterhead, and signed by the Joint Board's Authorized Representative or designee.
 - Neither the IFA, the States' Parties, nor the Joint Board will be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified in this Section 5.1.3.

The Proposer shall note that no correspondence or information from IFA, the Joint Board, anyone representing IFA, the Joint Board regarding the RFP, or the procurement process in general shall have any effect unless it is in compliance with this Section 5.1.3.1.

5.1.3.2. Organizational Conflicts of Interest

Any Person under contract with IFA, the Joint Board, or any other States' Party to prepare procurement documents for the Project will not be allowed to participate in any capacity on a Proposer team. Any Person previously under contract with IFA, the Joint Board, or any other States' Party to prepare preliminary plans, planning reports or other project development products for the Project may be able to participate on a Proposer team if such Persons first submit a written request for a determination of no conflict from IFA and receive written confirmation that they may participate, or conditionally participate on a Proposer team (and, in the case of any confirmation of conditional participation, subject to observation of any or all such condition(s)).

Additional Exceptions to this policy may be granted by the Joint Board upon written notification within Form O from such Person, if it is determined that the Person's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such Exception shall submit such written request as soon as possible because the Joint Board does not intend to extend the Proposal due date. Notwithstanding the preceding sentence, neither IFA nor the Joint Board is responsible for any inability or failure to respond prior to the Proposal due date to any such request.

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

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

("Owner" thereunder means the Joint Board, IFA and the other States' Parties)

The Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other Subcontractors identified as of the Proposal due date shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. The Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other identified Subcontractors, shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the

interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any Person with an organizational conflict of interest, including, but not limited to:

- KPMG LLP;
- HNTB Corporation;
- ETC;
- C2 Strategic Communications;
- Ice Miller LLP;
- Dentons Bingham Greenebaum LLP;
- Wilson, Sparling & Associates;
- Strothman and Company;
- PFM Financial Advisors LLC;
- Steer Davies & Gleave;
- Wyatt Tarrant and Combs, LLC; and
- Affiliates (meaning includes parent companies, subsidiary companies, principals, persons under common ownership, joint venture members and partners, and other financially liable parties for a Person) of any of the above.

Such Persons are also prohibited from participating on a Proposer team as an Equity Member, Major Subcontractor, Subcontractor, consultant or subconsultant.

By submitting its response to this RFP, each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other identified Subcontractors agree that, if an organizational conflict of interest is thereafter discovered, the applicable entity must make an immediate and full written disclosure to IFA and the Joint Board that includes a description of the action that such entity has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose is determined to exist during the procurement process, the Joint Board may, in its sole discretion, disqualify the Proposer or any such entity. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose exists and the Proposer has entered into the Contract as RSP2, the Joint Board may, at its sole discretion, terminate the Contract. In either case, IFA and the Joint Board reserve all rights and remedies.

Proposers and such other entities are also advised that the guidelines in this RFP are intended to augment applicable federal and state Law, including federal organizational conflict of interest laws. Such applicable Law will also apply to Proposer and such other entities and teaming and may preclude certain Persons from participating on a Proposer team.

5.1.4. Acceptable Contact

5.1.4.1. Questions and Responses Regarding the RFP

Proposers shall be responsible for reviewing the RFP and any Addenda issued by IFA prior to the Proposal due date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which the Proposer fails to understand. Failure of the Proposer to request such clarification(s) or interpretations and to so examine and inform itself shall be at its sole risk, and no relief for perceived discrepancy, deficiency, ambiguity, error or omission contained therein will be provided by the Joint Board. Proposers shall submit requests for written clarification in accordance with this Section 5.1.4.1. IFA, on behalf of the Joint Board, reserves the right not to respond to any such clarification requests received after the last date for Proposer submittal of questions regarding the RFP using Form M, as set forth in this Section 5.1.4.1. To the extent responses are provided, they will not be considered part of the Contract Documents, nor will they be relevant in interpreting the Contract Documents, except as expressly set forth in the Contract Documents.

IFA will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a Proposer to the Authorized Representative, by electronic transmission in the prescribed format.

Such comments and questions may be submitted at any time prior to the applicable date specified in Section 1.5.1 or such later date as may be specified in any Addendum and shall: (i) be submitted electronically in writing in Microsoft Word format, using the form set forth in Form M; (ii) be sequentially numbered; (iii) identify the document (e.g., the Contract, Technical Requirements, etc.); (iv) identify the relevant section number and page number or, if it is a general question, indicate so; and (v) not identify the Proposer's identity in the body of the question or contain confidential information.

Proposers will be limited to one hundred and fifty (150) comments/questions in the aggregate for the RFP (inclusive of the ITP and the Contract), with a new limit applying to each Addenda; provided, however, that the foregoing limitation shall not apply to the Technical Requirements. If a question has more than one subpart, each subpart will be considered a separate question. Questions relating to the Technical Requirements, corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP Documents will be excluded from the one hundred and fifty (150) question limitation. Notwithstanding this paragraph, the IFA and the Joint Board may, in its sole discretion, change the maximum number of comments/questions for future RFP versions by Addendum.

The questions and responses by IFA on behalf of the Joint Board will be in writing and will be delivered to all Proposers, except that IFA intends to respond individually to those questions identified by a Proposer or deemed by IFA as containing confidential information. If a Proposer believes a question contains confidential information (including that the question itself is confidential), it may mark such question as "confidential." IFA reserves the right to disagree with Proposer's assessment as to the confidentiality of information in the interest of maintaining a fair process or complying with applicable laws. Under such circumstances, IFA will inform the Proposer and may allow the Proposer, within a time period set by IFA, to withdraw the question,

rephrase the question, have the question answered non-confidentially or, if IFA determines that it is appropriate to provide a general response, IFA will modify the question to remove information that IFA determines is confidential. If a Proposer fails to respond to IFA within the time period set by IFA, such failure shall be deemed Proposer's consent to IFA's answering the question non-confidentially. IFA may rephrase questions as it deems appropriate and may consolidate similar questions. IFA may also create and answer questions independent of the Proposers. IFA, on behalf of the Joint Board, contemplates issuing multiple sets of responses at different times during the procurement process. Except for responses to questions relating to the issuance of Addenda to the RFP, the last set of responses will be issued no later than the date specified in Section 1.5.1. A consolidated, final set of questions and answers will be compiled and delivered to the successful Proposer prior to award.

5.1.4.2. Questions and Responses Regarding the Addenda

The Joint Board reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal due date (or, if Proposal revisions are requested, prior to the due date for Proposal revisions). Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on the website, and Proposers will be notified of the issuance of such Addenda. If any Addendum significantly impacts this RFP, as determined in the Joint Board's sole discretion, the Joint Board may change the Proposal due date. The announcement of such new date will be included in the Addendum. In addition, if the last date for the Proposer to submit questions regarding the RFP has occurred or has changed, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

Each Proposer shall acknowledge in its Proposal Letter (see Form A) receipt of all Addenda and question and answer postings. Failure to acknowledge such receipt may cause a Proposal to be deemed non-responsive and be rejected. IFA, on behalf of the Joint Board, reserves the right to hold group meetings with Proposers and/or one-on-one meetings with each Proposer to discuss any Addenda or response to requests for clarifications. IFA does not anticipate issuing any Addenda later than five (5) Business Days prior to the Proposal due date. However, if the need arises, IFA, on behalf of the Joint Board, reserves the right to issue Addenda after such date. If IFA finds it necessary to issue an Addendum after such date, then any relevant processes or response times necessitated by the Addendum will be set forth in a cover letter to that specific Addendum, including any extension to the Proposal due date determined necessary by the Joint Board, in its sole discretion.

5.1.4.3. Informational Meetings

IFA, on behalf of the Joint Board, may hold informational meetings at any time prior to the Proposal due date. Informational meetings may be held either in-person or by telephone or other electronic means. If held other than in-person, the meeting will permit interactive communication between all Proposers and the Joint Board. IFA will provide written notice of any such informational meetings to all Proposers. If the meeting is conducted by telephonic or electronic means, the notice will inform Proposers of the manner of the meeting.

If the informational meetings are determined to be a mandatory part of the procurement process, each Proposer shall attend with appropriate members of its proposed key management personnel.

5.1.4.4. Mandatory Industry Forum and Optional Site Visits

Any service providers anticipating being the prime contractor was required to participate in a mandatory Industry Forum Meeting on Tuesday, December 14, 2021, from 10:00 am – 11:00 am eastern time. The intent of the mandatory Industry Forum Meeting was used by the JBR to provide an overview of the RFP and Project. A virtual option for the Forum was provided with pre-registration required. The Industry Forum presentation and attendee list has been posted on the IFA website: <https://www.in.gov/ifa/roadside-toll-collection-system-replacement-rtcs/>.

The same day from 11:30 am – 3:00 pm eastern time, two non-mandatory Site Visits were conducted.

5.1.4.5. Mandatory One-on-One Meetings

Following the Industry Forum and Site Visits, mandatory One-on-One one-hour meetings were offered on December 15-17, 2021 to provide an opportunity for potential proposers to ask questions and receive clarification from the States on anything presented during the Forum and/or observed during the Site Visits. The sessions were limited to potential prime vendors with information shared kept confidential. A virtual option was provided.

5.1.5. Confidentiality

Pursuant to the Public Records Act, with certain specified exceptions, the records related to this procurement, including the Proposals, evaluation and selection procedures, and the records created during the discussion, negotiations, evaluation, and selection process will remain confidential records. Pursuant to IC 5-14-3-4(b)(5), IFA may not disclose the contents of Proposals during discussions or the substance of negotiations with Proposers to other Proposers. Following the preliminary selection of the Preferred Proposer as RSP2 by IFA, on behalf of the Joint Board, the Preferred Proposer's Proposal shall be made publicly available for inspection and copying (except for portions that may be treated as confidential in accordance with IC 5-14-3). See also Exhibit A Confidential Contents Index.

IFA, on behalf of the Joint Board, shall disclose the contents of all Proposals if it receives a proper Public Records Act request, except the parts of the Proposals that may be treated as confidential in accordance with IC 5-14-3, when either (i) the RFP process is terminated or (ii) Contract Documents have been fully executed. (IC 5-14-3). Subject to the provisions of this Section 5.1.5 and the other terms and conditions of the ITP with respect to permitting the Proposer and/or IFA or the Joint Board to assert claims of confidentiality and to defend against requests for disclosure, each Proposer, by submitting a Proposal to the Joint Board in response to this RFP, consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

If a Proposer has special concerns about information which it desires to make available to IFA but which it believes constitutes a trade secret or is otherwise exempt from disclosure under the

Public Records Act, such responding Proposer team shall specifically and conspicuously designate that information by placing “CONFIDENTIAL” in the header or footer of each such page affected. Any such designation of trade secret or other basis for exemption shall be accompanied by a concise statement of reasons supporting the claim including the specific Law that authorizes the exemption from disclosure under the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA and the Joint Board to treat the entire Proposal as public information. Neither IFA nor the Joint Board will advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on IFA or the Joint Board by the Public Records Act or other applicable Law. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

If a request is made for disclosure of the Proposals (other than for such disclosures required by Indiana Code 5-14-3 et seq., as amended) prior to award of the Contract, IFA will take reasonable steps to notify the Proposer and submit a request for advice from IFA General Counsel prior to disclosing any such documents in accordance with the Public Records Act and other applicable Law. The Proposer shall then have the opportunity to either consent to the disclosure or assert its basis for non-disclosure and claimed exception under the Public Records Act or other applicable Law to the IFA General Counsel within the time period specified in the notice issued by IFA (if any) and prior to the deadlines for release set forth in the Public Records Act and other applicable Law. However, it is the responsibility of the Proposer to monitor such proceedings and make timely filings. IFA and the Joint Board each may, but are not obligated to, make filings of their own concerning possible disclosure; however, IFA and the Joint Board are under no obligation to support the positions of the Proposer. By submitting a Proposal to the Joint Board in response to this RFP, Proposer consents to, and expressly waives any right to contest, the provision by IFA to IFA General Counsel of all, or representative samples of, the Proposal in accordance with the Public Records Act. IFA and the Joint Board shall have no responsibility or obligation for a failure of IFA General Counsel to respond or to respond timely to any request for advice and IFA and the Joint Board shall not be required to wait therefor if it is required to disclose or otherwise take action under the Public Records Act or other applicable Law. **Under no circumstances will IFA, the Joint Board, any States’ Party, or their respective officers, employees, contractors or consultants, employees or consultants be responsible or liable to a Proposer or any other party as a result of disclosing any such materials, including materials marked “CONFIDENTIAL,” whether the disclosure is deemed required by Law or by an order of court or IFA General Counsel or occurs through inadvertence, mistake or negligence on the part of IFA, the Joint Board, any States’ Party, or their respective officers, employees, contractors or consultants.**

All Proposals received in response to this RFP shall conform to and contain the detailed information required by the Public Records Act and other applicable Law. Neither IFA nor the Joint Board will advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable Law, as to the interpretation of such laws, or as to definition of trade secret. The Proposer shall be solely responsible for all

determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the effect of applicable laws to that Proposer's own circumstances.

In the event of any proceeding or litigation concerning the disclosure of any Proposal or portion thereof, the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that IFA and the Joint Board each reserve the right, in their respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the Joint Board or any of the States' Parties in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by the Proposer whose Proposal is the subject thereof.

Submission of a Proposal constitutes Proposer's agreement to the provisions of this Section 5.1.5.

5.1.6. Errors

If any mistake, error, or ambiguity is identified by the Proposer at any time during the procurement process in any of the documents supplied by IFA or the Joint Board, the Proposer shall have a duty to notify IFA of the recommended correction in writing in accordance with Section 3.6.

5.1.7. Commitments in the Proposal

Each Proposal will be interpreted and evaluated based on the commitments provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process since they do not indicate a commitment. Phrases similar to "we will" or "we shall" will be considered commitments.

5.1.8. Ownership of Proposal and Applicability of Public Records Act

Except for those documents delivered to IFA to be held in escrow pursuant to Exhibit 5, all documents submitted by the Proposer in response to the RFP shall become the property of IFA, on behalf of the Joint Board, and will not be returned to the Proposer.

All documents submitted by the Proposer in response to the RFP shall become the property of IFA, on behalf of the Joint Board, and will not be returned to the Proposer. All written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to IFA during this procurement process, whether included in the Proposal or otherwise submitted, become the property of the Joint Board upon delivery to IFA and will not be returned to the submitting parties.

Proposers shall familiarize themselves with the provisions of the Public Records Act. All materials submitted by Proposers, including the Proposals, shall be subject to the Public Records Act and any other laws applicable to the disclosure of documents submitted under this RFP. For purposes of this section and the Public Records Act, financial information shall be considered part of the Proposal. Specifically, Proposers are advised that, except for portions of the Proposals that fall under a specific exemption of the Public Records Act, Proposals will be made available to the

public pursuant to a request submitted under the Public Records Act. In furtherance thereof, Proposers (other than the Preferred Proposer) will be required to submit a redacted copy of their respective Proposals to IFA no later than fifteen (15) Calendar Days after execution of the Contract by IFA or termination of the procurement without execution of the Contract, with redactions limited to only those portions of the Proposal that IFA determines fall under a specific exemption of the Public Records Act (and such Proposers shall be required to submit, for IFA's review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for IFA to assess the eligibility of such portions of the Proposal for exemption from publication). Notwithstanding any proposed redactions and/or claims of exemption asserted by any Proposer, IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Failure of a Proposer (other than the Preferred Proposer) to submit a redacted form of its Proposal, containing only those redactions consistent with IFA's determination as to the content that may be redacted, to IFA by fifteen (15) Calendar Days after execution of the Contract by IFA (or termination of the procurement without execution of the Contract) shall constitute consent by such Proposer to, and a waiver of any right to contest, disclosure by the Joint Board, IFA or any States' Party of such Proposer's Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. As between a Proposer and a third-party requesting disclosure under the Public Records Act (as opposed to as between a Proposer and IFA exercising its sole discretion rights pursuant to this ITP), this Section 5.1.8 shall not constitute a waiver of the Proposer's rights under the Public Records Act.

In no event shall the Joint Board, IFA or any other States' Party or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or any Proposer team member for the disclosure of any materials or information submitted in response to this RFP.

Submission of a Proposal constitutes the Proposer's agreement to the provisions of this Section 5.1.8. The obligations of the Preferred Proposer relating to redacted copies of its Proposal are set forth in Section 4.3.1(c).

5.1.9. Qualification to Do Business

On or before the date of execution of the Contract and the Other Execution Documents by IFA and continuing through the end of the Term of the Contract, RSP2 must be qualified to transact business in the State and the Commonwealth.

5.1.10. Language Requirement

All correspondence regarding the RFP, Proposal, and Agreement are to be in the English language. Except as may be otherwise expressly permitted in these RFP Documents, if any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation certified by the Proposer, which shall take precedence in the event of conflict with the original language.

5.1.11. Currency Requirement

All required pricing, revenue and cost information shall be provided in US\$ currency only and exclude sales tax. Pricing is to be provided in nominal year-of-expenditure dollars.

5.1.12. Requirement to Submit Responsive, Compliant Proposal

Except as noted below regarding Form O, a Proposal may not include any assumptions, qualifications, conditions, Exceptions to or Deviations from the requirements of the RFP. If a Proposal does not fully comply with the instructions and rules contained in this ITP, including the exhibits, it may be considered non-responsive and/or non-compliant. Any Proposal that assumes or would require material changes to the Contract Documents, as determined by IFA in its sole discretion on behalf of and in consultation with the Joint Board, may be deemed non-responsive and may result in IFA's rejection, on behalf of the Joint Board, of the Proposal.

A Proposer may use Form O to list and submit proposed Exceptions (to be considered by the Joint Board, in its sole discretion, after the Proposal review process during Best and Final Offer and/or Contract negotiation activities). A Proposer's initially submitted Proposal should not assume that any of the proposed Exceptions will be accepted and incorporated into the Contract.

5.1.13. Modifications to a Proposal

A Proposer may modify its Proposal in writing prior to the specified time on the Proposal Due Date. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered, so IFA can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete forms as described in Exhibits B and C. Line-item changes will not be accepted. Proposer shall deliver any such modification(s) in the types and manner described in this Section 5.1.13 facsimile or other electronically transmitted modifications will be permitted.

5.1.14. Late Proposals

The Joint Board will not consider any late Proposals. Proposals and/or modifications not requested by IFA, on behalf of the Joint Board, received after the time for submittal of Proposals will be returned to the Proposer without consideration or evaluation.

5.2. IFA and Joint Board Reservation and Rights

IFA and the Joint Board may investigate the qualifications and Proposal of any Proposer under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform RSP2's obligations under the Contract Documents. The Joint Board reserves the right to:

- Develop the Project in any manner that it, in its sole discretion, deems necessary;
- Reject any or all of the Proposals;

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- Modify any dates set or projected in this RFP and extend any deadlines;
 - Cancel, modify or withdraw the RFP in whole or in part at any time prior to the execution by the Joint Board of the Contract, without incurring any cost obligations or liabilities;
 - Terminate this procurement and commence a new procurement for part or all of the Project;
 - Terminate evaluations of Proposals received at any time;
 - Suspend or terminate negotiations at any time, recommence negotiations with the Preferred Proposer after negotiations have been suspended, elect not to commence negotiations with any responding Proposer, engage in negotiations with other than the highest ranked Proposer;
 - Modify the procurement process to address applicable law and/or the best interests of the Joint Board, the State and the Commonwealth;
 - Waive or permit corrections to data submitted with any response to this RFP until such time as IFA declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
 - Permit submittal of Addenda and supplements to data and information previously provided in a Proposal pursuant to a request for clarification issued by IFA until such time as IFA declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
 - Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
 - Disclose information contained in a Proposal to the public as described herein;
 - Approve or disapprove changes in the Key Personnel;
 - Approve or disapprove changes in the Proposer's organization;
 - Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
 - Consider information relating to a Proposer or Proposal based on information outside of the Proposal available to the evaluators, including the evaluators' personal experiences or knowledge;
 - Request Proposal Revisions as specified herein;
 - Offer a Proposer the opportunity to cure its failure to meet required financial qualifications by providing a guaranty (or guaranties) of the Contract Documents by a third party;
 - Not issue a Notice to Proceed ("NTP") after execution of the Contract Documents;
 - Disqualify any Proposer that violates the terms of the RFP;
 - Determine a competitive range and conduct discussions with Proposers in the competitive range; and

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- Exercise any other right reserved or afforded to IFA and the Joint Board under this RFP and applicable Law.

5.3. IFA and Joint Board Disclaimer

This RFP does not commit IFA or the Joint Board to enter into any contract. Neither IFA nor the Joint Board assume any obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer and Proposer team.

In no event shall IFA or the Joint Board be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract Documents, in form and substance satisfactory to the Joint Board, have been authorized and executed by the Joint Board and, then, only to the extent set forth therein; provided, however, that the foregoing disclaimer in this sentence shall not apply to the obligations of the Joint Board to the Proposers during the procurement process, which obligations are expressly set forth in these RFP Documents. In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

5.4. Protest Process

5.4.1. Applicability

This Section 5.4 sets forth the exclusive protest remedies available with respect to the RFP. These provisions prescribe the exclusive procedures for protests regarding:

- a) Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the authority of IFA or the Joint Board;
- b) A determination as to whether a Proposal is responsive to the requirements of this RFP or as to whether a Proposal passes the pass/fail criteria set forth in the RFP, as applicable; and
- c) Award of the Contract and any other protest relating to evaluation or selection not addressed in the above items.

5.4.2. Required Early Communication for Certain Protests

Protests concerning the issues described in Section 5.4.1(a) may be filed only after Proposer has informally discussed the nature and basis of the protest with IFA, following the procedures for those discussions prescribed in this Section 5.4. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to IFA's Authorized Representative. The written request shall include an agenda for the proposed one-on-one meeting. IFA, on behalf of the Joint Board, will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary, to address the issues raised in a protest, IFA, on behalf of the Joint Board, may, in its sole discretion, make appropriate revisions to the RFP Documents by issuing Addenda.

5.4.3. Deadlines for Protests

Protests concerning the issues described in Section 5.4.1(a) must be filed as soon as the basis for the protest is known, but no later than twenty (20) Calendar Days after issuance of the RFP, unless the protest relates to an Addendum to the RFP, in which case the protest must be filed no later than five (5) Calendar Days after the Addendum is issued (but in any event, prior to the Proposal Due Date).

Protests concerning the issues described in Section 5.4.1(b) must be filed no later than five (5) Calendar Days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 5.4.1(c) must be filed no later than ten (10) Calendar Days after notification of Preferred Proposer.

5.4.4. Content of Protest

Protests filed under Section 5.4 shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

5.4.5. Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Public Finance Director with copies to the IFA general counsel at the IFA and the Public Finance Director of the State of Indiana, each at One North Capitol Avenue, Suite 900 Indianapolis, Indiana 46204, as soon as the basis for protest is known to Proposer. IFA, in its sole discretion, may require the Proposer filing the protest to submit a copy of the protest to the other Proposers whose addresses may be obtained by contacting IFA's Authorized Representative.

5.4.6. Comments from other Proposers

Other Proposers may file statements in support of or in opposition to the protest within five (5) Calendar Days of the filing of the protest. IFA shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

5.4.7. Burden of Proof

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

5.4.8. Decision on Protest

The Public Finance Director or his or her designee shall issue a written decision regarding the protest within thirty (30) Calendar Days after the filing of the detailed statement of protest under Section 5.4.4. The decision by the Joint Board shall be final. If necessary, to address the issues raised in a protest, the Joint Board may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda. The written decision shall be final, binding and not subject to appeal.

5.4.9. Protestant's Payment of Costs

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

5.4.10. Rights and Obligations of Proposers

Each Proposer, by submitting its Proposal, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 5.4, and expressly waives all other rights and remedies that may be available to Proposer under Law. These provisions are included in the RFP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section 5.4.10, it shall indemnify and hold the Joint Board, IFA and the other States' Parties and their respective officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

EXHIBIT A. PART 1: GENERAL INFORMATION PROPOSAL INSTRUCTIONS

General Instructions

This Exhibit A describes the submission format for General Information Proposals and outlines the required information that will comprise Part 1: General Information Proposal.

The General Information Proposal shall be organized in the order listed in Exhibit D (except for appendices that may be included in the appropriate part) and shall be clearly titled and identified. Proposers shall submit the information required by this Exhibit A in the organization and format specified herein.

All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms. Evidence of signature authority shall be provided for all individuals signing forms. If a signature is not practical, other means will be accepted i.e. DocuSign, notary.

Part 1 General Information Proposal shall consist of the following major elements;

A. Executive Summary

The Executive Summary shall be limited to 6 single-sided pages and written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's Proposal and its ability to satisfy the financial and Technical Requirements of the Project. **The Executive Summary shall not include any information regarding pricing or the Price Proposal.**

It shall, at a minimum, include the following:

- (a) A clear explanation of the organization and the contents of the Proposal;
- (b) A summary of the proposed management, decision making, and day-to-day operation structure of the Proposer, and a statement that each Major Non-Equity Member has committed to provide the specified people;
- (c) A summary of the preliminary Project Management & Quality Assurance Plan ("PM&QAP"); and
- (d) A summary describing the Proposer's approach for working with the JBR and third parties, including the approach to resolving conflicts.

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

- (a) A chart identifying and indicating the roles of the Equity Members and Major Participants (other than Equity Members) and their shares of ownership of any joint venture or other entities; and
- (b) A chart identifying and showing the relationship between any of the Equity Members and Major Participants (other than Equity Members) and any Guarantors and Financially Responsible Parties.

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

B. Proposer Information, Certifications, and Documents

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

Form A. Proposal Letter and Authorization Documents

The Proposal shall include the Proposal Letter (Form A). The Proposer shall attach to the Proposal Letter evidence of authorization (“Authorization Documents” as outlined in Exhibit D) to execute and deliver the Proposal, the Contract and all other documents required to be executed by the Proposer or RSP2 in connection with the Contract and award of the Contract and shall identify its Authorized Representative(s). If Proposer is a consortium, partnership or any other form of joint venture, then the Equity Members of Proposer may each execute a single document authorizing a nominated and identified representative to execute documents on each of their behalf in respect of the Proposer.

The Proposal Letter shall be signed in blue ink by all Equity Members and shall be accompanied by evidence of signatory authorization as specified in Form A and is preferred to be the original, wet signature. If wet signature is not practical, other means will be accepted i.e. DocuSign, notary.

Form C. Responsible Proposer and Major Participant Questionnaire

The Proposal shall include Form C, the “Responsible Proposer and Major Participant Questionnaire”. The form executed by the Proposer shall be signed by the same individual(s) who signed the Proposal Letter. The forms signed by Equity Members, Major Subcontractors and Financially Responsible Parties shall be signed by an Authorized Representative of such entity.

Failure to fully disclose this information, conditional or qualified submissions (i.e., “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling IFA and the Joint Board to contact owner representatives may, in the sole discretion of the Joint Board, lead to a determination of a non-responsible Proposer and disqualification from the procurement process.

Form D. Non-Collusion Affidavit

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

Form D shall be executed by each Proposer on its behalf and by each of the Equity Members separately on their own accounts.

Surety/Financial Institution Information

The Proposal shall include the following information regarding the Payment Bonds and Performance Security to be provided in accordance with the Contract:

- Name of Surety (which must be an Eligible Surety) and the name and address of the agent.
- Whether the listed Surety defaulted on any obligation within the past ten years (measured from the date of issuance of the RFP), and the details in the event of such default.
- A letter from the Surety indicating that the Surety has reviewed the Contract Documents, including Article 4 of the Contract, and is prepared to issue the Performance Bond(s) and Payment Bond(s) in the form and amount required by the Contract. The letter must specifically state that the Surety has read the RFP (including the ITP) and any Addenda and has evaluated the backlog and work in progress for the entity for which it will provide the bonds in determining its willingness to issue the Performance Bond(s) and Payment Bond(s). The letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Contract and issuance of a NTP thereunder; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Contract or the Technical Provisions following the date of the letter, but excluding any Change Orders and any changes or information reflected in the Proposal, such as Proposer commitments. Separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Proposer team members. If more than one letter is provided, each letter shall set forth the portion of the bond amount the Surety will be issuing.
- In instances where the response to Exhibit A, contains descriptions of proposed or anticipated changes in the financial condition of Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Surety's/bank's/financial institution's analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds for the Project.

Form F. Conflict of Interest Disclosure

Proposers' attention is directed to 23 CFR Part 636 Subpart A and Section 5.1.3.

Each Proposer, on behalf of itself and all entities on the Proposer's team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party shall voluntarily disclose to the IFA and the Joint Board, in writing, any fact that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. The Proposal shall include a certification on Form F by Proposer, on behalf of itself and all entities on the Proposer's team, and separately by each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest. Each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors

identified as of the Proposal Due Date and each Financially Responsible Party shall complete and deliver a certification on Form F even if such entity has nothing to disclose, in which case, such entity shall so indicate on Form F.

The Joint Board may preclude or disqualify a Proposer from participation in the procurement and subsequent Contract if the Proposer or Proposer team is deemed to have an unfair competitive advantage or a conflict of interest under applicable state or federal law.

Form H. Certification Regarding Equal Employment Opportunity

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

A Form H shall be provided by the Proposer, each Equity Member, and each proposed Major Subcontractor.

Form I. Use of Contract Funds for Lobbying Certification

The Proposal shall include executed copies of Form I, regarding use of Contract funds for lobbying. One copy of Form I must be executed by each of the Proposer, each Equity Member, and any proposed Subcontractors.

Form I should be modified and duplicated as needed and must be executed by Proposer, Equity Members, and all proposed Subcontractors.

Form J. Debarment and Suspension Certification

The Proposal shall include an executed copy of Form J, regarding debarment and suspension of contractors. The form is to be signed by the Proposer's Authorized Representative.

Insurance

Proposer has delivered written evidence, satisfactory to the Joint Board, from an insurance company(ies), broker(s), agent(s) or advisor(s) expressly indicating that Proposer will be able to obtain and maintain the insurance types and amounts required by the Contract Documents and can do so under the terms, and subject to the conditions, specified in Section 9 of the Contract. The insurance company(ies)', broker(s)', agent(s)' or advisor(s)' signatories to such written evidence shall explicitly state that it/they have read the Contract Documents and insurance requirements set for the therein and that the Persons required to obtain insurance under the Contract have the capability of obtaining such insurance in the coverages and under the conditions listed in the Contract.

Confidential Contents Index

A page executed by the Proposer that sets forth the specific items (and the section and page numbers within the Proposal at which such items are located) that the Proposer deems to be a trade secret or other confidential information protected from disclosure by an exception in the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the Joint Board to treat the entire Proposal as public information.

Notwithstanding the foregoing, the list required under this section is intended to provide input to IFA and the Joint Board as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on IFA or the Joint Board, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Public Records Act.

Form N. Required Affidavit for Bidders, Offerors and Contractors in KY; KY EZ Vendor Registration Application

The Proposal shall include an executed copy of Form N-1.

The Selected Proposer shall provide an executed copy of Form N-2 prior to execution of the Contract.

Legal Information

The Proposal shall provide the following information regarding legal issues affecting Proposer and its team members:

- **Legal liabilities.** Provide a list and a brief description of all instances during the last five (5) years involving toll projects in which Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

"Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Subcontractor as a joint venture or partner and not to activities of other joint ventures or partners not involving the Proposer, any Equity Member or any Major Subcontractor), and other financially liable or responsible parties for the Proposer.

- **Legal proceedings.** Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years related to a toll project involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$15 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding.

Form O. Exceptions

Proposers shall include any Exceptions to the Proposal. Form O, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 3. Exceptions shall include:

- Exceptions to the Contract, terms, conditions and KPI's
- Exceptions to requirements

While Exceptions are allowed to be submitted, Proposals shall be created based on the information provided within the RFP and any Addendums provided. Exceptions will only be considered after the Proposal review process.

Exceptions must be noted with specificity and Deviations must not be in conflict with the goals of the RFP outlined in Section 1.3.1.

Form P. Drug-Free Workplace Certification

The Proposal shall include Form P, the “Drug-Free Workplace Certification”. The form is to be signed by the Proposer’s Authorized Representative.

C. Financial Information

The information required under Financial Information Section shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer’s organization (i.e., Proposer, Equity Member, Guarantor, Major Subcontractor or Financially Responsible Party). Financial Statements shall be provided in electronic, searchable PDF, in addition to hard-copy submissions as part of General Information Proposal Part 1.

a. Financial Capacity Information

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

- Audited financial statements for the three (3) most recent completed fiscal years, audited by a certified public accountant in accordance with U.S. GAAP or IFRS.
- In addition, interim unaudited statements for the period since the most recent completed fiscal year for the above entities shall be provided.

If an entity does not have individual financial statements, but, rather, financial statements are prepared on a consolidated basis for that entity and other entities, the consolidated financial statements shall be acceptable, but a Guarantor will be required.

If the entity has been in existence for less than three (3) fiscal years, Proposer should expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years it has been in existence. The Joint Board may, in its sole discretion based upon the review of the financial statements provided herein, request more than three (3) fiscal years of financial statements for Proposer, Equity Members of Proposer, Major Subcontractor and Financially Responsible Party (in each case, if a consortium, partnership or any other form of a joint venture, all such members), and if requested such requested financial statements shall be provided as soon as reasonably possible.

Financial statement information must be consolidated where required by generally accepted accounting principles (“GAAP”) or International Financial Reporting Standards (“IFRS”) and must include:

- Auditor’s report;
- Balance sheet;

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- Income statement or statement of comprehensive income;
 - Statement of changes in cash flow;
 - Statement of changes in equity; and
 - Footnotes to financial statements.

In addition, financial statements must meet the following requirements:

- **GAAP/IFRS:** Financial statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the income statements, statement of changes in cash flow, statements of changes in equity, and balance sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.
- **Audited:** Financial statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant in the US or Chartered Accountant for foreign entities). If audited financials are not available for an entity, the Proposals shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.
- **English:** Financial Statement information must be prepared in English. If the audited financial statement information for an entity is prepared in a language other than English, the original and one (1) copy of the information required under this section shall contain the original financial statement information and the translation but copy numbers two (2) to eleven (11) need only contain the English language translation of such audited financial statements. The original must be clearly marked “Original” on its face and spine.
- **Financially Responsible Party Letter of Support:** If Financial statements of a parent company or Affiliate company (a “Financially Responsible Party”) are provided to demonstrate financial capability of Proposer or Equity Members or Major Subcontractor of Proposer, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer or Equity Member or Major Subcontractor of Proposer, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

Proposers shall note that the Joint Board may, in its discretion based upon the review of the information provided herein, or Proposer’s form of organization, specify that an acceptable Financially Responsible Party or a parent or Affiliate guaranty is required as a condition precedent prior to qualification or award of the Contract.

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

- **Newly Formed Entity:** If Proposer, an Equity Member of Proposer or Financially Responsible Party is a newly formed entity and does not have independent and historical financial statements, financial statements for the equity owners/members shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent and historical financial statements). In the event of a newly formed entity, the Joint Board may, in its discretion, specify that an acceptable Financially Responsible Party or a parent or Affiliate guaranty is required as a condition precedent prior to qualification or award of the Contract.
- **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their most recent annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- **Confidentiality:** Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in ITP Section 5.1.5
- **Credit Ratings:** Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating. For non-rated entities, Proposer shall provide a letter from a lending bank that such entity is in good standing.

b. Material Changes in Financial Condition

Proposals shall provide information regarding any material changes in financial condition for Proposer, each Equity Member and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for (i) the past three (3) years; and (ii) for changes anticipated for the next reporting period. Information pertaining to pending material changes may be marked confidential if required by law.

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

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full

extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Proposer, each Equity Member, each Major Subcontractor, each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive Proposal.

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

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

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

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

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A downward change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downward change in credit rating for the affected entity or parent corporation of the affected entity;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three (3) most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting policies direct charges to equity, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 10% of its Workforce or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Contingent liabilities disclosed in the notes to financial statements;
- Other events known to the affected entity which represents a material adverse change in financial condition over the past three (3) years or may be pending for the next reporting period.

c. Guarantor Commitment

The Proposal shall include (if a guaranty is required): (a) an irrevocable letter signed by the Guarantor in the form of Form L committing to provide a guaranty in the form of Exhibit 10 of the Contract, concurrently with execution and delivery of the Contract by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B-1 for the Guarantor, (d) financial information described in this Exhibit A relating to the Guarantor; and (e) such other information concerning the Guarantor as the Joint Board, may request. A guaranty of RSP2's obligation under the Contract is required under the following circumstances: (i) Proposer provided the financial statements of another entity in the Responsibility Information as a means, in whole or in part, to demonstrate its financial capacity and capability to undertake the Project; (ii) RSP2's organization is a newly formed corporation or a limited liability entity, (iii) Proposer is not the ultimate parent entity in its organizational/corporate structure; and (iv) the form of organization of Proposer and/or the Financially Responsible Parties comprising Proposer changes and the Joint Board, determines, in its sole discretion, to require a guarantor as a condition to approving such change.

EXHIBIT B. PART 2: TECHNICAL PROPOSAL INSTRUCTIONS

General Instructions

This Exhibit B describes the submission format for Technical Proposals and outlines the required information that will comprise Part 2: Technical Proposal.

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

D. Technical Requirements

Form K. Technical Requirements Traceability Matrix

Proposers shall submit the Form K spreadsheet electronically as a Microsoft Excel 2016 file, Adobe (.pdf) file, and include a hard copy of the entirety of Form K. Proposers shall not unlock cells or alter the document in any way, except as outlined below. Form K, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 2.

For each requirement listed with Form K, the Proposer shall indicate one of the following response conditions that most accurately represents the Proposer's current ability to fulfill each requirement:

- Meets – the Proposer, the proposed system(s), and/or the proposed service(s) meet(s), and will meet if Proposer becomes RSP2, the requirement without system configuration or customization changes (e.g., functionality is out-of-the-box, or required Deliverable will be delivered as required)
- Meets with Configuration (Config.) – the proposed systems(s) can meet, and will meet if Proposer becomes RSP2, the requirement after system configuration, which is typically associated with setting or changing parameter values regarding, but not limited to, business rules, XML rules, and workflows and can be accomplished without code changes
- Meets with Customization (Cust.) – the proposed system(s) can meet, and will meet if Proposer becomes RSP2, the requirement after system customization is made that may include code changes, adding/changing interfaces, database changes, etc.
- Exception – the Proposer, the proposed system(s), and/or proposed service(s) will not meet the requirement, with further explanation provided in Form O

Planned Approaches

As part of the Technical Requirements response, Proposers shall respond directly to the each of the outlined topics below. Responses shall be no more than ten (10) pages in length and shall provide sufficient detail on the approach the Proposer will take on the Project.

K-1. Approach to Project Plan, Implementation and Schedule

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss the key components of the Proposer's PM&QAP and approach to Implementation. Specifically addressing the following:
 - How the Proposer will execute, manage, and control:
 - project;
 - project schedule;
 - quality;
 - communication;
 - Stakeholders;
 - scope;
 - risk; and
 - costs.
- The Proposers method to Implementation including:
 - preparation of the infrastructure;
 - coordination with the Designer, Contractor, TSP1, TSP2 and Stakeholders; and
 - document delivery and control.
- Discuss methods and prior project lessons learned to ensure the Project meets the Designer, Contractor and RSP2 schedules
- Discuss plans for and approach to communications and, complaint and dispute resolution with the JBR.

K-2. Approach to Scope of Work and Project Requirements

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss the Proposer's methodologies to install RTCS equipment on new overhead sign bridge gantries and prepare for revenue collection while minimizing disruption to patrons
- Explain the Proposer's Design approach and tools available for ensuring and confirming there are no missing transactions, all vehicles are accurately captured and reported including during failover from the primary controller to the secondary controller
- Discuss the Proposer's RTCS testing methodologies
- Discuss how the RTCS is designed and sized for future growth. Explain how the Proposer's System processes and frames vehicle transactions. Include a detailed description of the System architecture with diagrams that identify framing logic, timing and event processing

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- Describe the Proposer’s approach to Disaster Recovery and business continuity for all RTCS components necessary to recover from a disaster and re-establish operations. Include any Proposer assumptions
 - Provide explanation of how the Proposer will provide the data necessary to validate System requirements
 - Identify all third-party Software and vendor with version numbers including operating system, database, security Software, monitoring tools and Software for the Proposer’s solution. Include other Proposer projects where such Software is deployed.
 - Provide a preliminary bill of materials (BOM) that meets the requirements in Section 1.3.2 Project Description and Form K
 - Discuss the level of cooperation the Proposer will look for from the Designer, Contractor, TSP1, TSP2, the JBR, and other current Project Service Providers to successfully replace the RTCS.

K-3. Approach to Operations and Maintenance

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- The Proposer’s approach to RTCS maintenance
- The methods available for the Joint Board’s Representatives and Proposer’s Authorized Users to create customer support tickets
- How the Proposer’s support personnel will access the RTCS
- The Proposer’s anticipated schedule for updates and upgrades
- The Proposer’s approach to Quality Assurance (“QA”).

K-4. Approach to Monitoring and Key Performance Indicators (“KPI”)

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- The Proposer’s approach to required monitoring
- The Proposer’s reporting solution and highlight any specific and unique features provided
- Examples of how System performance requirements were met or exceeded on other similar projects and how the performance was measured in comparison to this Project.

K-5. Technology Innovations

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

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- How the Proposer's RTCS solution and architecture will accommodate changes in technology given anticipated upgrades, growth, and technology advances during the contract term
 - Examples of how the Proposer will provide continuous improvement to the System operations and maintenance.

K-6. Relevant Project Experience

Proposers should include, at a minimum, responses to the following:

- Relevant project experience held by Proposer, Equity Members of Proposer and Major Subcontractors that most successfully demonstrate the Proposer team's ability to perform the scope of services required in the Contract Documents
- References with contact information and description of three (3) projects that most successfully demonstrate the Proposer team's ability to coordinate with other contractors (such as toll gantry/site designers and toll gantry/site contractors) to deploy a new replacement RTCS with new gantries
- Proposer's experience installing and/or replacing larger toll zone (such as five (5) tolling lanes and two (2) shoulders) equipment including maintenance of traffic requirements and risk mitigation strategies
- Lessons learned from other projects that could improve installation and operational efficiencies.

E. Preliminary Project Schedule

The Proposal shall include a summary level preliminary Project Schedule and narrative for all toll gantry/site design coordination, planning, installation, integration and operations and maintenance during all phases of the Project (the "preliminary Project Schedule"). The preliminary Project Schedule shall include key activities and milestones included in the baseline planning, installation and integration schedule and the operations and maintenance baseline schedule.

The preliminary Project Schedule and narrative may not exceed 240 pages and shall be sized 11x17 with ½-inch margins or wider. In addition to the standard submission of a hard copy and Adobe searchable (.pdf), Proposers shall submit the preliminary Project Schedule electronically as a Microsoft Project 2016 file.

F. Project Team

Form B (1-3). Proposer, Major Participants, Other Contractors Information

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

The Proposal shall include a completed Form B-2 providing information about the Proposer and its team as specified therein.

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

The Proposal shall include copies of organizational documentation described in pages 5 through 7 of Form A for Proposer and Equity Members, as well as other documentation required by Form B-2. If any modification to the organizational documents for such entity is contemplated prior to award or, if Proposer intends to form an affiliated entity to be RSP2, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in pages 5 through 7 of Form A) for such proposed entity.

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

If the RSP2 is to be a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each Equity Member and any other member who will make up the RSP2 indicating they will accept joint and several liability for the RSP2's obligations under the Contract. If the RSP2 is not a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, such a letter shall not be required.

The responsiveness evaluation will consider the following both currently as well as historically, as appropriate:

- Profitability;
- Capital structure;
- Ability to service existing debt; and
- Other commitments and contingencies.

If the Joint Board determines that a Proposer does not appear to have the financial capability to fulfill its obligations under the Contract Documents, it may offer the Proposer the opportunity to meet the financial requirement through one or more Guarantors acceptable to the Joint Board.

Qualifications Information

The Proposal shall describe relevant experience held by Proposer, Equity Members of Proposer and Major Subcontractors that most successfully demonstrate the Proposer team's ability to perform the scope of work, Project requirements, required Contract Documents and demonstrate the Proposer team's ability to develop and implement a new replacement RTCS. The qualifications information shall be limited to 12 pages.

Key Personnel

The Proposer shall provide resumes of not more than two (2) pages for each individual/position identified below. Each resume shall state the specific role(s) that the proposed key person would be fulfilling for the Project. The submission must include Form E which serves as an affirmative

statement signed by the Proposer and the employer of each designated key person, committing to maintain such individual's availability for and active involvement in the Project.

Three (3) references for each key person must be supplied. References shall be previous owners or clients with which the identified personnel have worked within the past five (5) years and shall include the name, position, company or agency and current postal and email addresses and phone number. Proposers are requested to verify that contact information is correct and are advised that if the contact information provided is not current, the Joint Board may elect to exclude the experience represented in determining the key personnel's qualifications.

All Key Personnel shall include the resume and references for each key staff member.

Key Personnel:

- Project Manager (dedicated during Implementation);
- Maintenance Technician (dedicated and local during Implementation and Operation and Maintenance ("O&M") phases);
- Installation Manager (dedicated and local during installation and transition phases of Implementation); and
- Testing Manager.

If a key person has only worked on one or two projects during the past five (5) years, Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past five (5) years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five (5) years so that the number of references equals three (3) in total.

Form E. Personnel Work Assignment Form and Commitment of Availability

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

Form E shall be signed by the Proposer and the employer of each of the Key Personnel. Form E, as finalized, shall be appended to the Contract as Exhibit 3.

EXHIBIT C. PART 3: PRICE PROPOSAL INSTRUCTIONS

General Instructions

This Exhibit C describes the submission format for Technical Proposals and outlines the required information that will comprise Part 3: Price Proposal.

The Price Proposal shall be organized in the order listed in Exhibit D (except for appendices that may be included in the appropriate part) and shall be clearly titled and identified. Proposers shall submit the information required by this Exhibit C in the organization and format specified herein.

Form G. Price Tables

Proposers shall submit the Form G spreadsheet electronically as a Microsoft Excel 2016 file, Adobe (.pdf) file, and also include a hard copy of the entirety of Form G. Proposers shall not unlock cells or alter the document in any way, except as outlined below. Form G, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 1.

Proposer shall fill in all the cells highlighted in blue within the Form G spreadsheet. All project costs should be included in one and only one tab.

The following table provides instructions for each tab on the spreadsheet.

Tab	Notes and Instructions
1. Summary of Costs	No inputs required. This tab summarizes data from tabs 2 and 3.
2. Initial Costs	Provide unit costs for each milestone <u>excluding sales tax</u> .
3. Operations and Maintenance ("O&M") Costs	Provide monthly costs by year for each activity shown <u>excluding sales tax</u> .
4. Labor Rates	Provide labor rates (full loaded) by year of Contract for each position shown. Identify additional positions, as needed. The complete list of positions should account for all staff that will and may work on the Project.
5. Salvage Credit	Provide unit cost to take ownership of legacy equipment.

Format of Price Proposal; Interpretation Matters

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between the sum of individual line amounts and totals, the individual line amounts will prevail.

The Price Proposal should include only those tables and forms included within Form G. Any materials or narrative included in the Price Proposal or otherwise in the Proposal that describes

the basis of pricing or includes assumptions, qualifications, reservations or conditions related to the Price Proposal and pricing or which indicates are subject to later negotiation or potential Change Order shall be disregarded and not binding on the IFA and Joint Board and may, in the sole discretion of the Joint Board, result in a finding that the Proposal is nonresponsive and that the Proposer is disqualified.

Contents of Price Proposal

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

The required contents and organization of the Price Proposal are presented in this Exhibit C and summarized in the Proposal checklist provided in Exhibit D. Proposers are to provide all the information set out in this Exhibit C.

Verification

Each Proposer shall satisfy itself as to the payments, costs and tax consequences of entering into the Contract and becoming the RSP2. Neither IFA nor the Joint Board nor any of the JBR or members make any representations or warranties, express or implied, and assumes no liability whatsoever, with respect to the consequences of federal, state, local or other income tax treatment of RSP2 under the Contract.

EXHIBIT D. PROPOSAL CHECKLIST

Proposers shall follow the order of the Proposal Checklist and include a referenced copy of this document with the Proposal submission and any Proposal Revision.

Proposal Part 1, 2 and 3		
<i>Proposal Component</i>	<i>Form / Section (if applicable)</i>	<i>ITP Exhibit</i>
Part 1 – General Information		
A. Executive Summary		
Executive Summary (Exclude price information)	No forms are provided	Exhibit A
B. Proposer Information, Certifications & Documents		
Proposal Letter	Form A	Exhibit A
Authorization Documents	No forms are provided	Exhibit A
Letter accepting joint and several liabilities, if applicable	No forms are provided	Exhibit A
Responsible Proposer and Major Participant Questionnaire	Form C	Exhibit A
Non-Collusion Affidavit	Form D	Exhibit A
Surety/Financial Institution Information	No forms are provided	Exhibit A
Conflict of Interest Disclosure Statements	Form F	Exhibit A
Equal Opportunity Employment Certifications	Form H	Exhibit A
Lobbying Certifications	Form I	Exhibit A
Debarment and Suspension Certifications	Form J	Exhibit A
Insurance	No forms are provided	Exhibit A
Confidential Contents Index	No forms are provided	Exhibit A
Required Affidavit for Bidders, Offerors and Contractors in KY	Form N-1	Exhibit A
KY EZ Vendor Registration Application	Form N-2	Exhibit A
Legal Information	No forms are provided	Exhibit A
Exceptions	Form O	Exhibit A
Drug Free Workplace Certification	Form P	Exhibit A
C. Financial Information		
Corporate and financial information for the Proposer, Major Participants, Guarantor and any other Financially Responsible Party	No forms are provided	Exhibit A
Audited Fiscal Financial Statements and unaudited interim financial statements	No forms are provided	Exhibit A

Proposal Part 1, 2 and 3		
<i>Proposal Component</i>	<i>Form / Section (if applicable)</i>	<i>ITP Exhibit</i>
Material Changes in Financial Condition	No forms are provided	Exhibit A
Guarantor Commitment Letter	Form L	Exhibit A
Appendices		
Proposer Teaming Agreement or Key Terms	No forms are provided	Exhibit A
Part 2 – Technical Proposal (Exclude price information)		
D. Technical Response		
Technical Requirements Traceability Matrix	Form K	Exhibit B
Approach to Project Plan and Implementation and Schedule	K-1	Exhibit B
Approach to Scope of Work and Project Requirements	K-2	Exhibit B
Approach to Operations and Maintenance	K-3	Exhibit B
Approach to Monitoring and Key Performance Indicators	K-4	Exhibit B
Technology Innovations	K-5	Exhibit B
Relevant Project Experience	K-6	Exhibit B
E. Preliminary Project Schedule		
Preliminary Project Schedule	No forms are provided	Exhibit B
F. Project Team		
Identification of Proposer and Equity Members	Form B-1	Exhibit B
Information About Proposer Organization	Form B-2	Exhibit B
Information About Major Participants and Identified Contractors	Form B-3	Exhibit B
Qualifications Information	No forms are provided	Exhibit B
Key Personnel resumes and references	No forms are provided	Exhibit B
Personnel Work Assignment Form and Commitment of Availability	Form E	Exhibit B
Part 3 – Price Proposal		
Price Forms	Form G	Exhibit C

EXHIBIT E. REQUIRED FORMS

Form A	Proposal Letter
Form B-1	Identification of Proposer and Equity Members
Form B-2	Information About Proposer Organization
Form B-3	Information About Major Participants and Identified Contractors
Form C	Responsible Proposer Major Participant Questionnaire
Form D	Non-Collusion Affidavit
Form E	Personnel Work Assignment Form and Commitment of Availability
Form F	Conflict of Interest Disclosure Statement
Form G	Price Forms (provided as a spreadsheet)
Form H	Equal Employment Opportunity Certification
Form I	Use of Contract Funds for Lobbying Certificate
Form J	Debarment and Suspension Certification
Form K	Technical Requirements Traceability Matrix (provided as a spreadsheet)
Form L	Guarantor Commitment Letter
Form M	RFP Comment Form
Form N-1	Required Affidavit for Bidders, Offerors and Contractors in KY
Form N-2	KY EZ Vendor Registration Application <u>(required upon execution of the Contract)</u>
Form O	Exceptions (provided as a template)
Form P	Drug-Free Workplace Certification

FORM A

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____

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”), an independent public corporation created under the laws of the State of Indiana, on behalf of the Joint Board, dated [REDACTED], to procure, furnish, design, test, install, operate and maintain a complete and fully functional RTCS for RiverLink’s Ohio River Bridges (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.

The RFP was issued on behalf of the Joint Board (“Joint Board”) established under the Interlocal Cooperation Agreement for the Ohio River Bridges Project (as amended from time to time, the “Interlocal”) and the Bi-State Development Agreement (“BSDA”) among KYTC, KPTIA, IFA and INDOT (collectively, the “States’ Parties”), which has authorized IFA to undertake this procurement on behalf of the Joint Board and in cooperation with the other States’ Parties.

Subject to the terms below, in consideration for IFA and the Joint Board 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 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 Contractor is a joint venture or partnership]:***

- a) to keep this Proposal open for acceptance initially for 180-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 the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of the Joint Board, in its sole discretion; and
- b) if this Proposal is accepted, to provide security (including insurance) for the due performance of the Contract (“Contract”) as stipulated in the Contract and the RFP.

If selected by the Joint Board, Proposer agrees to do the following: (a) if requested by IFA, on behalf of the Joint Board, in its sole discretion, enter into good faith negotiations with the Joint Board regarding the terms of the Contract and in accordance with the requirements of the RFP; and (b) 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 the Joint Board on behalf of the Proposer and Roadside Toll System Provider 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,
- General Information Proposal, including Proposer Information and Certifications and Documents,
- Technical Proposal,
- Price Proposal.

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

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions. 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 Website and the FTP Site, the Addenda and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Roadside System Provider 2 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 IFA in writing of any deficiencies or errors in or omissions from any RFP Documents or other documents provided by IFA and of any unusual Project conditions observed prior to the date hereof.

Proposer understands that the Joint Board is not bound to award the Contract to the best financial Proposal or any Proposal that IFA, on behalf of the Joint Board, 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 the Proposer.

Subject to Proposer's rights under the Public Records Act, Proposer consents to disclosure by IFA and the Joint Board of its Proposal pursuant to Indiana Code 5-14-3 to any Persons, in IFA's sole discretion, after award and execution of the Contract by the Joint Board and acknowledges and agrees to the provisions and deadlines set forth in ITP Section 1.5.1.

Proposer agrees that none of IFA, the Joint Board or the States' Parties will be responsible for any errors, omissions, inaccuracies, inconsistencies or incomplete statements in this Proposal.

Proposer acknowledges the procurement protest procedures set forth in Section 5.4 of the ITP 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, shall be liable to IFA for IFA's costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by IFA and the Joint Board 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.

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 page]

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

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for consortium, partnership or any other form of joint venture:

[Insert the 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 the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.
- B. Describe in detail the legal structure of the Proposer and Equity Members.
 1. If Proposer and Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for the Proposer/Roadside Toll System Provider/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 and Equity Member is a partnership or includes a 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 the Proposer/Roadside Toll System Provider/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 and 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/Roadside Toll System Provider/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 and 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/Roadside Toll System Provider/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 prior to commercial close 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.4.

For purposes of this Section 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 or investment fund internal governing organizational documentation 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.
- 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.
- 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). If there is no managing member, each member shall provide the foregoing information.
- 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.
- 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), Proposers partnership agreement, limited liability company operating agreement, charter or joint venture agreement, as applicable, must include an express provision satisfactory to the Joint Board, in its sole discretion, 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.

Proposers should submit the applicable agreement to IFA and the Joint Board and identify on a cover page where in the agreement the provision can be found. If 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 ventures, 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, e-mail)	ROLE OF ENTITY IN PROPOSER ORGANIZATION	Indiana and Kentucky Contractor Licenses (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)

The above information is true, correct and accurate.

Executed _____, 2022.

(Signature)

(Name Printed)

(Title)

(Proposer)

FORM B-2

INFORMATION ABOUT PROPOSER ORGANIZATION

1.0 Name of Proposer: _____
Name of team member _____

2.0 Type of entity: Proposer: _____
Team member: _____

3.0 Proposer's address: _____

Telephone _____ Facsimile _____

4.0 How many years (measured from the date of issuance of the RFP) has Proposer and each Equity Member been in its current line of business and how many years (measured from the date of issuance of the RFP) has each entity been in business under its present name? For a limited partnership, Equity Member means the general partners only.

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

5.0 Under what other or former names have Proposer and each Equity Member operated?

Proposer: _____

6.0 List all Indiana licenses and Certificates of Qualification held by Proposer and any Equity Member. For a limited partnership, Equity Member means the general partners only. Attach copies of all Indiana and Kentucky licenses. Attach a separate sheet if necessary.

7.0 The Proposal shall include the following information regarding the Surety/Bonding companies or banking institutions committing to provide the Payment and Performance Bonds in accordance with Section 8 of the Contract:

- (a) Name and address of bonding company(ies) that will provide the surety bonds required by the Contract (must be an Eligible Surety)
- (b) Whether or not the listed bonding company has defaulted on any obligation within the past ten years (measured from the date of issuance of the RFP), and, if so, a description and details of the circumstances and the outcome of such default.
- (c) If the performance security is in the form of a letter of credit, the name of the bank or financial institution issuing the letter of credit (must be an Eligible Financial Institution).

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

Executed _____, 2022

(Signature)

(Name Printed)

(Title)

(Proposer)

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

Name of 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 resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. Proposer agrees that it will follow applicable Contract Documents requirements with respect to Subcontractors.

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

Executed _____, 2022.

(Signature)

(Name Printed)

(Title)

(Proposer)

FORM C

RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE

PROPOSER'S NAME: _____

NAME OF ENTITY
ON WHOSE BEHALF FORM IS PROVIDED: _____

1. 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.

The term "**Affiliate**" 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 the Proposer, any Equity Member or any Major Participant as a joint ventures or partner and not to activities of other joint ventures or partners not involving the 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 RFP) 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 RFP) in North America. For a limited partnership, Equity Member means the general partners only.

Within the past ten years (measured from the date of issuance of the RFP), 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:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign Governmental Entity?

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

Yes ___ No ___

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

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

Yes ___ No ___

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

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

Yes ___ No ___

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ___ No ___

- e) 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.

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

Yes ___ No ___

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, 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 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?

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

Yes ___ No ___

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

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

Yes ___ No ___

h) Been indicted or convicted of any other felony or serious misdemeanor?

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

Yes ___ No ___

i) 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?

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

Yes ___ No ___

j) 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 the circumstances. If no, so state.

Yes ___ No ___

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

2. 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 _____, 2022.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

Subscribed and sworn to before me this ___ day of _____, 2022.

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, and (ii) Equity Members of the Proposer.]

FORM E

PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY

Name of Proposer: _____

Key Personnel Assignment	Name of Individual Assigned and Employer
Project Director	
Project Manager (dedicated during implementation)	
Maintenance Technician (dedicated and local during installation, transition and O&M)	
Systems Engineer	
Installation Manager (dedicated and local during installation and transition)	
Testing Manager	

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 Contract, 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 Contract Documents.

Proposer's Name: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Employer's Name: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM F

CONFLICT OF INTEREST DISCLOSURE STATEMENT

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 5.1 of the Instructions to Proposers ("ITP"), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with IFA, the Joint Board or any States' Party in connection with the Project procurement and document preparation.

1. Disclosure Pursuant to Section 636.116(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Roadside System Provider, the Major Subcontractors, 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".

Proposer should disclose (a) any current contractual relationships with IFA, the Joint Board and the other States' Parties, (b) any past, present, or planned contractual or employment relationships with any member, officer, or employee of IFA, the Joint Board and the other States' Parties; and (c) any other circumstances that might be considered to create a financial interest in the Contract by any member, officer, or employee of IFA, the Joint Board and the other States' Parties 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.

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.

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.

Signature

Name

Title

Company Name

_____, 2022

Date

FORM G

Price Forms

(Provided as a Spreadsheet)

FORM H

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, and proposed Major Subcontractors]

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

[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).

[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: _____

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.

Proposers, Equity Members, Major Non-Equity Members or proposed Major 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.

.

FORM I

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Major Subcontractor ____ certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, 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 contract, 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 any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Contract or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: _____

Firm/Entity: _____

Signature: _____

Title: _____

Proposer: _____

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

FORM J

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned Proposer certifies on behalf of itself and all Equity Members, joint ventures and 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: _____

Proposer: _____

Signature: _____

Title: _____

FORM K

Technical Requirements Traceability Matrix

(Provided as a Spreadsheet)

FORM L

GUARANTOR COMMITMENT LETTER

[_____, 2022]

Indiana Finance Authority
Joint Board
One North Capitol Avenue, Suite 900
Indianapolis, IN 46204
Attention: Public Finance Director~~Silvia Perez~~

RE: GUARANTOR COMMITMENT TO PROVIDE PARENT GUARANTY FOR RIVERLINK REPLACEMENT ROADSIDE TOLL COLLECTION SYSTEM

Dear Sir/Madam~~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]*** in connection with its proposal for the _____ the Contract ("Contract") to procure, furnish, design, test, install, operate and maintain a complete and fully functional RTCS for the Ohio River Bridges defined herein (the "Project"). Guarantor hereby irrevocably agrees to provide a guaranty, guaranteeing all the obligations of Roadside System Provider 2 ("RSP2") with respect to the Contract in the form of Exhibit 9 of the Contract. This commitment is subject only to award and execution of the Contract by the Joint Board.

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 M
RFP COMMENT FORM

Proposer: _____

Comment sheet ___ of ___ sheets

No.	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response

FORM N-1

KYTC AFFIDAVIT FOR BIDDERS

FORM N-2

KY EZ VENDOR REGISTRATION APPLICATION

(The Selected Proposer shall provide an executed copy of Form N-2 prior to execution of the Contract.)

FORM O
EXCEPTIONS

Proposer: _____

Exception sheet ___ of ___ sheets

Using the template below, Proposers should include their list of Exceptions with the submission of their Proposal.

No.	Category	Exceptions

FORM P

FORM OF DRUG-FREE WORKPLACE CERTIFICATION

As required by Executive Order No. 90-5, dated April 12, 1990, issued by the Governor of the State of Indiana, RSP2 hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. RSP2 will give written notice to the Project Sponsors within ten (10) Calendar Days after receiving actual notice that RSP2 or an employee of RSP2 Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in the Contract is in excess of \$25,000.00, RSP2 certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in RSP2's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) RSP2's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify RSP2 of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) Calendar Days after such conviction;
- D. Notifying the Project Sponsors and the Indiana Department of Administration in writing within ten (10) Calendar Days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) Calendar Days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

The undersigned affirms, under penalty of perjury that he or she is authorized to execute this Certification on behalf of RSP2.

Dated _____ RSP2 Authorized Representative

By: _____

Name:

Title:

EXHIBIT F. TOLLING ZONES RESPONSIBILITIES OVERVIEW MATRIX

This matrix summarizes the general allocation of responsibilities for the Project among the Toll Gantry/Site Designer (Designer), Toll Gantry/Site Contractor (Contractor) and Roadside System Provider 2 (RSP2). Once vendors are selected a more detailed matrix will be developed along with a Master Project Schedule. The tentative Project schedule estimates the toll zone gantries will be available for the RSP2 to install toll equipment approximately April 1, 2023. RSP2 will need to coordinate the overall schedule with the Designer and Contractor.

Downtown I-65 Southbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
1	Communications infrastructure for data communications between toll gantry and toll equipment site.	Provide designs for conduits.	Provide design criteria. Provide and install conduits and pull string and install a cap on each conduit end point.	Provide design criteria. Install and terminate data communications cable between toll equipment site and toll gantry. Toll Gantry: Terminate fiber-optic network cable and any media converters, provide any cabinets and all necessary materials to interconnect fiber to equipment at toll equipment site. Toll Equipment Site: Terminate fiber-optic network cable, provide, install, and configure switch and cabinet for local area network communications.
2	Power Infrastructure and Service	Provide designs for power infrastructure and service.	Provide and install a 120/208 V commercial power and meter from utility service and meter. Provide power and infrastructure service. <u>Provide all conduits, electrical cables and connections to the new gantry cabinets.</u> <u>Transfer power service to RSP2 name.</u>	Provide new generator, power connections, power conditioning and main and sub power panels to service any toll equipment located at toll equipment site or toll gantry. Transfer power service to RSP2 name.
3	Toll Gantry	Provide design based upon standard Indiana Department of Transportation (INDOT) and Kentucky Transportation Cabinet (KYTC) box gantry structure.	Provide conduits, raceways to support toll equipment installation. Provide MOT for gantry installation.	Provide approximate antenna size, cameras, sensors and other information for gantry design toll criteria to the Designer. Demarcation will be from the base of the gantry to the toll equipment. Provide MOT to install, configure, test, tune,

Downtown I-65 Southbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
		Provide designs for conduits and raceways to support toll equipment installation		and commission toll equipment attached to the tolling gantries required for Revenue Service.
4	Toll Equipment mounted on toll gantry	Incorporate RSP2 design criteria. All gantry mounted equipment details to be provided by RSP2.	TBD	Provide design criteria. Provide, install, configure, test, tune, and commission all toll equipment (including but not limited to cameras, classification sensors, Electronic Toll Collection (ETC) equipment), support brackets (e.g., unistrut) and cabling to power toll equipment on the gantry).
5	Automatic Vehicle Classification Inductive loop placement (if applicable)	Coordinate with RSP2 the designs of loop layout, junction boxes and placement installation with infrastructure.	TBD	Saw cut pavement and seal, configure, test, tune and commission inductive loop System in accordance with the final loop layout and design diagram.
6	Data Communications Services	Provide design of communications infrastructure (conduit and pull string) Requirements as indicated in item 1 above.	Provide communications infrastructure (conduit and pull string) as indicated in item 1 above. Coordinate with the RSP2 for access to site to run fiber. <u>Transfer service to RSP2.</u>	RSP2 to provide fiber backbone <u>and connections from the existing splice vault located, nearest to the existing toll gantries, to the new toll gantries, in accordance with the Technical Requirements.</u> <u>Provide all new cabling between the new toll gantries and the new toll gantry cabinets.</u> <u>Transfer service from Contractor.</u>
7	Toll Equipment Site	Coordinate the design for a safe area for maintenance technicians to park, access, and service roadside tolling	Provide a safe area for maintenance technicians to park, access, and service roadside tolling related infrastructure and toll equipment	Provide design criteria. Install, configure, test, tune and commission toll equipment and data/power from

Downtown I-65 Southbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
		<p>related infrastructure and toll equipment throughout the construction period and as a final product.</p> <p>Design concrete foundation slab and control cabinets that shall be located near each of the tolling gantries.</p>	<p>throughout the construction period and as a final product.</p> <p>Furnish and install concrete foundation pad and infrastructure including two in-ground vaults for communications, and one power vault in an 11 feet x 18 feet (min) earth level pad.</p> <p>Furnish and install toll equipment cabinets.</p> <p><u>Furnish and install fencing surrounding the cabinet and generator area.</u></p>	<p>Contractor-provided vaults.</p> <p>Pull wire required for toll equipment.</p> <p>Provide MOT to decommission and remove Toll Services Provider 1 (TSP1) Roadside Toll Collection System (RTCS) equipment. Box up, sort, label and deliver equipment to the location identified by the JBR.</p>
8	Security of Toll Equipment on Toll Equipment Site and Gantry	Gantry: Provide design Requirements for standard IN Box Structure and KY Box Structure.	<p>Gantry: Provide standard IN Box Structure and KY Box Structure for respective Projects.</p> <p>Label vaults provided at Toll Gantry or Toll Equipment Site as “utility”.</p>	Install, configure, test, tune, and commission access control to all cabinets and provide and monitor motion-controlled CCTV at cabinets.
9	Grounding, surge suppression/ lightning protection	Provide designs for grounding and lightning protection.	Provide installation of grounding and lightning protection equipment.	Install, configure, test, tune, and commission surge suppression equipment for toll equipment.
10	Existing utilities	NA	Confirm any high voltage (>600 V) less than 100 feet in any direction of tolling points.	<p>None.</p> <p>Conduct spectrum survey at each Toll Zone to confirm that no radio frequency or other electromagnetic interference with tolling equipment at the Tolling Zones.</p>

Downtown I-65 Southbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
11	Transition and coordination of Work to achieve toll operations	NA	<p>Coordinate access to toll gantry per respective Requirements with access to facilities for toll equipment installation, tuning and commissioning.</p> <p>Provide temporary tolling signs required during MOT phases as required.</p>	<p>Provide Roadside and Network Installation Plan and Transition Plan as outlined in the Technical Requirements for Joint Board review and approval.</p> <p>Provide schedule for toll equipment installation at tolling sites and coordinate activities with Contractor.</p>

Downtown I-65 Northbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
1	Communications infrastructure for data communications between toll gantry and toll equipment site.	Provide designs for conduits.	<p>Provide design criteria.</p> <p>Provide and install conduits and pull string and install a cap on each conduit end point.</p>	<p>Provide design criteria.</p> <p>Install and terminate data communications cable between toll equipment site and toll gantry.</p> <p>Toll Gantry: Terminate fiber-optic network cable and any media converters, provide any cabinets and all necessary materials to <u>interconnect</u> fiber-to equipment at toll equipment site.</p> <p>Toll Equipment Site: Terminate fiber-optic network cable, provide, install, and configure switch and cabinet for local area network communications.</p>

Downtown I-65 Northbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
2	Power Infrastructure and Service	Provide designs for power infrastructure and service.	Provide and install a 120/208 V commercial power and meter from utility service and meter. <u>Provide power infrastructure and service.</u>	Provide new generator , power connections, power conditioning and main and sub power panels to service any toll equipment located at toll equipment site or toll gantry. Transfer power service to RSP2 name.
3	Toll Gantry	Provide design based upon standard Indiana Department of Transportation (INDOT) and Kentucky Transportation Cabinet (KYTC) box gantry structure. Provide designs for conduits and raceways to support toll equipment installation	Provide conduits, raceways to support toll equipment installation. Provide MOT for gantry installation.	Provide approximate antenna size, cameras, sensors and other information for gantry design toll criteria to the Designer. Demarcation will be from the base of the gantry to the toll equipment. Provide MOT to install, configure, test, tune, and commission toll equipment attached to the tolling gantries required for Revenue Service.
4	Toll Equipment mounted on toll gantry	Incorporate RSP2 design criteria. All gantry mounted equipment details to be provided by RSP2.	TBD	Provide design criteria. Provide, install, configure, test, tune, and commission all toll equipment (including but not limited to cameras, classification sensors, Electronic Toll Collection (ETC) equipment), support brackets (e.g., unistrut) and cabling to power toll equipment on the gantry).
5	Automatic Vehicle Classification Inductive loop placement (if applicable)	Coordinate with RSP2 the designs of loop layout, junction boxes and placement installation with infrastructure.	TBD	Saw cut pavement and seal, configure, test, tune and commission inductive loop System in accordance with the final loop layout and design diagram.

Downtown I-65 Northbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
6	Data Communications Services	Provide design communications infrastructure (conduit and pull string) Requirements as indicated in item 1 above.	Provide communications infrastructure (conduit and pull string) as indicated in item 1 above. Coordinate with the RSP2 for access to site to run fiber.	RSP2 to provide fiber backbone <u>and connections from the existing splice vault located, nearest to the existing toll gantries, to the new toll gantries.</u> Provide all new cabling between the new toll gantries and the new toll gantry cabinets. in accordance with the Technical Requirements.
7	Toll Equipment Site	Coordinate the design for a safe area for maintenance technicians to park, access, and service roadside tolling related infrastructure and toll equipment throughout the construction period and as a final product. Design concrete foundation slab and control cabinets that shall be located near each of the tolling gantries.	Provide a safe area for maintenance technicians to park, access, and service roadside tolling related infrastructure and toll equipment throughout the construction period and as a final product. Furnish and install concrete foundation pad and infrastructure including two in-ground vaults for communications, and one power vault in an 11 feet x 18 feet (min) earth level pad. Furnish and install toll equipment cabinets. <u>Furnish and install fencing surrounding the cabinet and generator area.</u>	Provide design criteria. Install, configure, test, tune and commission toll equipment and data/power from Contractor-provided vaults. Pull wire required for toll equipment. Provide MOT to decommission and remove Toll Services Provider 1 (TSP1) Roadside Toll Collection System (RTCS) equipment. Box up, sort, label and deliver equipment to the location identified by the JBR.
8	Security of Toll Equipment on Toll Equipment Site and Gantry	Gantry: Provide design Requirements for standard IN Box Structure and KY Box Structure.	Gantry: Provide standard IN Box Structure and KY Box Structure for respective Projects. Label vaults provided at Toll Gantry or Toll Equipment Site as "utility".	Install, configure, test, tune, and commission access control to all cabinets and provide and monitor motion-controlled CCTV at cabinets.

Downtown I-65 Northbound Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
9	Grounding, surge suppression/ lightning protection	Provide designs for grounding and lightning protection.	Provide installation of grounding and lightning protection equipment.	Install, configure, test, tune, and commission surge suppression equipment for toll equipment.
10	Existing utilities	NA	Confirm any high voltage (>600 V) less than 100 feet in any direction of tolling points.	None. Conduct spectrum survey at each Toll Zone to confirm that no radio frequency or other electromagnetic interference with tolling equipment at the Tolling Zones.
11	Transition and coordination of Work to achieve toll operations	NA	Coordinate access to toll gantry per respective Requirements with access to facilities for toll equipment installation, tuning and commissioning. Provide temporary tolling signs required during MOT phases as required.	Provide Roadside and Network Installation Plan and Transition Plan as outlined in the Technical Requirements for Joint Board review and approval. Provide schedule for toll equipment installation at tolling sites and coordinate activities with Contractor.

I-65 Northbound Court Avenue Exit Ramp Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
1	Communications infrastructure for data communications between toll gantry and toll equipment site.	NA	NA	<p>Provide install and terminate data communications cable between toll equipment site and toll gantry.</p> <p>Toll Gantry: Terminate fiber-optic network cable and any media converters, provide any cabinets and all necessary materials to connect fiber to equipment at toll equipment site.</p> <p>Toll Equipment Site: Terminate fiber-optic network cable, provide, install and configure switch and cabinet for local area network communications.</p>
2	Power Infrastructure and Service	NA	NA	<p>Provide <u>an optional new generator or reuse the existing generator (at RSP2's discretion)</u>, power connections, power conditioning and main and sub power panels to service any toll equipment located at toll equipment site or toll gantry.</p> <p>Transfer power service <u>from TSP1</u> to RSP2 name.</p>
3	Toll Gantry	NA	NA	Install, configure, test, tune, and commission toll equipment required for Revenue service to be attached to the tolling gantries.
4	Toll Equipment mounted on toll gantry	NA	NA	Provide, install, configure, test, tune, and commission all toll equipment (including but not limited to cameras, classification sensors, ETC equipment), support brackets (e.g., unistrut) and cabling to power toll equipment on the gantry).

I-65 Northbound Court Avenue Exit Ramp Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
5	Automatic Vehicle Classification Inductive loop placement (if applicable)	NA	NA	Saw cut pavement and seal, configure, test, tune and commission inductive loop System in accordance with the final loop layout and design diagram.
6	Data Communications Services	NA	NA	RSP2 to provide fiber backbone in accordance with the Technical Requirements. Transfer service from TSP1 to RSP2.
7	Toll Equipment Site	NA	Install concrete pad. Provide toll equipment cabinet to be shared with Downtown I-65NB toll site.	Install, configure, test, tune and commission toll equipment, and data/power from provided vaults. Provide MOT to decommission and remove Toll Services Provider 1 (TSP1) Roadside Toll Collection System (RTCS) equipment. Box up, sort, label and deliver equipment to the location identified by the JBR.
8	Security of Toll Equipment on Toll Equipment Site and Gantry	NA	NA	Install, configure, test, tune, and commission access control to all cabinets and provide and monitor motion-controlled CCTV at cabinets.
9	Grounding, surge suppression/ lightning protection	NA	NA	Install, configure, test, tune, and commission surge suppression equipment for toll equipment.
10	Existing utilities	NA	NA	Conduct spectrum survey at each Toll Zone to confirm that no radio frequency or other electromagnetic interference with tolling equipment at the Tolling Zones.

I-65 Northbound Court Avenue Exit Ramp Tolling Zone				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
11	MOT	NA	NA	Provide temporary tolling signs required during MOT phases as required.
12	Transition and coordination of Work to achieve toll operations	NA	NA	Provide Roadside and Network Installation Plan and Transition Plan as outlined in the Technical Requirements for Joint Board review and approval.

East End I-265 Tolling Zones (two)				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
1	Communications infrastructure for data communications between toll gantry and toll equipment site.	Provide designs for conduits.	Provide design criteria. Provide and install conduits and pull string and install a cap on each conduit end point.	Provide design criteria. Install and terminate data communications cable between toll equipment site and toll gantry. Toll Gantry: Terminate fiber optic network cable and any media converters, provide any cabinets and all necessary materials to connect fiber to equipment at toll equipment site. Toll Equipment Site: Terminate fiber optic network cable, provide, install, and configure switch and cabinet for local area network communications.

East End I-265 Tolling Zones (two)				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
2	Power Infrastructure and Service	Provide designs for power infrastructure and service.	<p>Provide and install a 120/208 V commercial power and meter from utility service and meter. Provide power and infrastructure service.</p> <p><u>Provide all electrical cables and connections to the new gantry cabinets.</u></p> <p><u>Transfer power service to RSP2 name.</u></p>	<p>Provide <u>an optional</u> new generator <u>or reuse the existing generator (at RSP2's discretion)</u>, power connections, power conditioning and main and sub power panels to service any toll equipment located at toll equipment site or toll gantry.</p> <p>Transfer power service to RSP2 name.</p>
3	Toll Gantry	<p>Provide design based upon standard Indiana Department of Transportation (INDOT) and Kentucky Transportation Cabinet (KYTC) box gantry structure.</p> <p>Provide designs for conduits and raceways to support toll equipment installation</p>	<p>Provide conduits, raceways to support toll equipment installation.</p> <p>Provide MOT for gantry installation.</p>	<p>Provide approximate antenna size, cameras, sensors and other information for gantry design toll criteria to the Designer. Demarcation will be from the base of the gantry to the toll equipment.</p> <p>Provide MOT to install, configure, test, tune, and commission toll equipment attached to the tolling gantries required for Revenue Service.</p>
4	Toll Equipment mounted on toll gantry	Incorporate RSP2 design criteria. All gantry mounted equipment details to be provided by RSP2.	TBD	<p>Provide design criteria.</p> <p>Provide, install, configure, test, tune, and commission all toll equipment (including but not limited to cameras, classification sensors, Electronic Toll Collection (ETC) equipment), support brackets (e.g., unistrut) and cabling to power toll equipment on the gantry).</p>
5	Automatic Vehicle Classification Inductive loop placement (if applicable)	Coordinate with RSP2 the designs of loop layout, junction boxes and placement installation with infrastructure.	TBD	Saw cut pavement and seal, configure, test, tune and commission inductive loop System in accordance with the final loop layout and design diagram.

East End I-265 Tolling Zones (two)				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
6	Data Communications Services	Provide design communications infrastructure (conduit and pull string) Requirements as indicated in item 1 above.	Provide communications infrastructure (conduit and pull string) as indicated in item 1 above. Coordinate with the RSP2 for access to site to run fiber.	RSP2 to provide fiber backbone <u>and connections from the existing splice vault located, nearest to the existing toll gantries, to the new toll gantries.</u> <u>Provide all new cabling between the new toll gantries and the new toll gantry cabinets in accordance with the Technical Requirements.</u>
7	Toll Equipment Site	Coordinate the design for a safe area for maintenance technicians to park, access, and service roadside tolling related infrastructure and toll equipment throughout the construction period and as a final product. Design concrete foundation slab and control cabinets that shall be located near each of the tolling gantries.	Provide a safe area for maintenance technicians to park, access, and service roadside tolling related infrastructure and toll equipment throughout the construction period and as a final product. Furnish and install concrete foundation pad and infrastructure including two in-ground vaults for communications, and one power vault in an 11 feet x 18 feet (min) earth level pad. Furnish and install toll equipment cabinets. <u>Furnish and install fencing surrounding the cabinet and generator area.</u>	Provide design criteria. Install, configure, test, tune and commission toll equipment and data/power from Contractor-provided vaults. Pull wire required for toll equipment. Provide MOT to decommission and remove Toll Services Provider 1 (TSP1) Roadside Toll Collection System (RTCS) equipment. Box up, sort, label and deliver equipment to the location identified by the JBR.
8	Security of Toll Equipment on Toll Equipment Site and Gantry	Gantry: Provide design Requirements for standard IN Box Structure and KY Box Structure.	Gantry: Provide standard IN Box Structure and KY Box Structure for respective Projects. Label vaults provided at Toll Gantry or Toll Equipment Site as "utility".	Install, configure, test, tune, and commission access control to all cabinets and provide and monitor motion-controlled CCTV at cabinets.

East End I-265 Tolling Zones (two)				
ID	Infrastructure Component	Toll Gantry/Site Designer (Designer)	Toll Gantry/Site Contractor (Contractor)	Roadside System Provider 2 (RSP2)
9	Grounding, surge suppression/ lightning protection	Provide designs for grounding and lightning protection.	Provide installation of grounding and lightning protection equipment.	Install, configure, test, tune, and commission surge suppression equipment for toll equipment.
10	Existing utilities	NA	Confirm any high voltage (>600 V) less than 100 feet in any direction of tolling points.	None. Conduct spectrum survey at each Toll Zone to confirm that no radio frequency or other electromagnetic interference with tolling equipment at the Tolling Zones.
11	Transition and coordination of Work to achieve toll operations	NA	Coordinate access to toll gantry per respective Requirements with access to facilities for toll equipment installation, tuning and commissioning. Provide temporary tolling signs required during MOT phases as required.	Provide Roadside and Network Installation Plan and Transition Plan as outlined in the Technical Requirements for Joint Board review and approval. Provide schedule for toll equipment installation at tolling sites and coordinate activities with Contractor.