

**INDIANA TOLL ROAD
FIBER OPTICS PROJECT
REQUEST FOR PROPOSALS**

ISSUED BY

INDIANA DEPARTMENT OF TRANSPORTATION

December 12, 2008

TABLE OF CONTENTS

SECTION I - INTRODUCTION AND PURPOSE

SECTION II - GENERAL PROJECT DESCRIPTION/REQUIREMENTS

SECTION III - PROPOSAL PROCEDURES

SECTION IV - PROPOSAL PREPARATION INSTRUCTIONS

SECTION V - PROPOSAL EVALUATION

APPENDIX 1: STATEMENT OF POLICY

APPENDIX 2: INDOT REQUIREMENTS

APPENDIX 3: UTILITY ACCOMMODATION POLICY

APPENDIX 4: DRAFT LICENSE AGREEMENT

I. INTRODUCTION AND PURPOSE

The purpose of this Request for Proposal (“RFP”) is to promote economic development and the expanded deployment of telecommunications capacity along the Toll Road by granting access to the Toll Road right of way (“ROW”) for private parties to install fiber optic telecommunications infrastructure (the “Project”). The Project must be designed to achieve the goals set forth in Section I.A.

The Indiana Finance Authority (“IFA”), is a body corporate and politic and an instrumentality of the State of Indiana under Indiana Code § 4-4-10.9-1 *et seq.*, 4-4-11-1 *et seq.* and 8-9.5-8-1 *et seq.* IFA leased the Indiana East-West Toll Road (“Toll Road”) to the Indiana Toll Road Concession Company (“ITRCC”) under a long term lease dated April 12, 2006 (“Concession and Lease Agreement”). A copy of the Concession and Lease Agreement can be viewed on the IFA website at www.in.gov/ifa/2474.htm. Pursuant to the Concession and Lease Agreement, the IFA reserved the right to enter on the Toll Road to, among other things, install, design, manage, maintain, inspect, repair and rehabilitate, in, on, along, under, across, over or through the Toll Road, fiber optic cable, including the Project. IFA will enter into a license agreement with the Indiana Department of Transportation (“INDOT”), pursuant to Indiana Code 8-9.5-8-6, 8-9.5-8-7 and 8-15-2-5, granting access to the Toll Road, including the ROW, for the installation of the Project.

INDOT is issuing this RFP pursuant to and in accordance with Indiana Code 8-9.5-8-7.

A. Goals.

1. INDOT seeks to foster economic development by encouraging the private sector to build infrastructure that can be accessed by multiple parties to provide improved telecommunications services to Indiana businesses and communities; and
2. INDOT wishes to increase the availability of private sector fiber optic-based telecommunication services; and
3. INDOT seeks fair and reasonable compensation for access to the Toll Road ROW as permitted under the Telecommunications Act of 1996 and applicable Indiana law.

B. Definitions and Abbreviations. The following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

1. “Acceptance” is the designated period following completion of network construction and installation during which INDOT or INDOT’s designee will inspect and approve the location and construction of the network as well as evaluate all features and performance of the telecommunications network provided.
2. “Clear Zone” is the total roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and/or a clear run-out area. The desired width is dependent upon the traffic volumes and speeds and on the roadside geometry as defined in the INDOT Design Manual. See <http://www.in.gov/dot/div/contracts/standards/dm/english/Part5Vol2/ECh49/ch49.htm>.

3. “Commercial Exchange Access Point” to the Commercial Network is a point located off of the ROW where the Licensee will be able to provide access to Commercial Network capacity and/or services to potential clients.

4. “Commercial Network” is the private telecommunications network installed by Licensee for the purpose of providing telecommunications infrastructure, capacity, and/or services to telecommunications customers.

5. “Consortium” is a group of firms that establishes a joint venture for the purpose of responding to this RFP, whereby all firms have an equity stake in the joint venture.

6. “Evaluation Committee” is a committee appointed by INDOT to evaluate Proposals received in response to this RFP according to the evaluation process articulated in RFP Section 4.

7. “Installation” is the Licensee’s design, engineering, construction and operation of the proposed Commercial Network.

8. “License Agreement” is the agreement that INDOT executes with the Licensee as a result of this RFP.

9. “Licensee” is the Selected Respondent that enters into a License Agreement with INDOT for the purposes outlined in this RFP.

10. “Policy” is the *Statement of Policy for Access to The Indiana Toll Road Right of Way for Broadband Fiber Optics Telecommunications Infrastructure* which is attached as Appendix 1. Also attached as part of Appendix 1 is a draft statement of a similar policy applicable to other state highway rights-of-way being reviewed by the Federal Highway Administration.

11. “Proposal” is an offer submitted by a Respondent in response to this RFP.

12. “Respondent” is an individual company, a Consortium, or a Team that submits a Proposal in response to this RFP.

13. “Selected Respondent” is the successful Respondent(s) selected as a result of this RFP to enter license negotiations with INDOT.

14. “Team” is any group of firms that responds to this RFP whereby one of the firms serves as the prime contractor and other firms serve as subcontractors.

15. “Toll Road” or “The Indiana Toll Road” is the segment of interstate highway route I-80/90 of approximately 157 miles in length that runs through Indiana from the Illinois/Indiana border to the Indiana/Ohio border.

II. GENERAL PROJECT DESCRIPTION/REQUIREMENTS. The general parameters of the Project are as follows:

A. INDOT offers access to the entire length of the Toll Road (I-80/90), from the Illinois border to the Ohio border.

B. INDOT seeks deployment of fiber optic telecommunications infrastructure along the entire length of the Toll Road to promote economic development. A top priority of this project is to foster economic development and enhance telecommunications services to businesses and communities along the Toll Road. To help accomplish this priority, provision of Commercial Exchange Access Points to the Commercial Network at critical locations along the Toll Road is required.

C. Respondents are also encouraged to indicate interest in licensing options to install fiber optic and other telecommunications infrastructure on other interstate highways and limited access state roads. Any other installations will be considered at the sole discretion of the State of Indiana.

D. INDOT has established minimum requirements and outlined preferences in each of the compensation areas that should allow Respondents to develop creative solutions that address INDOT's broad objectives. Accordingly, INDOT expects that Respondents will offer compensation above and beyond the minimum requirements in the compensation areas. The compensation requirements and preferences for the Project are summarized as follows:

1. INDOT requires the Respondent to provide a carrier neutral fiber optic system. Once INDOT selects a Licensee, reasonable efforts will be made by the Licensee to encourage other users to install fiber in Licensee's conduits or acquire dark fiber optic cable from Licensee. The Licensee will be required to offer facilities and services for sub-licenses. Fees paid to the Licensee must be structured to be non-discriminatory, fair, competitive and reasonable and in accordance with requirements of applicable law. The Licensee shall be required to report and share such fee structures and actual amounts of fees with INDOT.

2. The Licensee shall be solely responsible for all fiber conduit installation and related electronics, maintenance and resale. The Licensee shall provide INDOT designated contact with periodic reports of all companies requesting access and current commercial status.

3. Licensee shall be required to coordinate construction and operation activities with ITRCC so as to not interfere with the Toll Road Operations of ITRCC as that term is defined in the Concession and Lease Agreement.

4. The Respondent shall provide in its proposal:

a.) a commercial and general business plan to illustrate major capital requirements, potential commercial contracts and operational risk areas sufficient for INDOT to make a viability assessment; and

b.) a proposed cash compensation structure for licensing the Indiana Toll Road ROW; and

c.) a plan for use of existing ROW property easements owned by the IFA and a plan for acquisition or perfection of additional ROW property easements as necessary to build out the fiber optic system along the entire Toll Road; and

d.) Respondent's assurances to take responsibility for relocation costs if ITRCC requires a relocation of the facilities without IFA, INDOT or ITRCC incurring additional cost. Relocation costs will be at Licensee's cost performed in a timely manner and in accordance with Indiana law. To minimize such relocation costs, Respondent is required pursuant to Appendix 2 to locate all facilities relating to the Project as near as possible to the edge of the ROW; and

e.) INDOT will choose one Selected Respondent to develop the entire Toll Road and any proposal submitted shall include, at a minimum, a plan to install and operate a fiber optic

system along the entire Toll Road, including, but not limited to Commercial Exchange Access Points at all interchanges; and

f.) Respondent's proposal needs to include a plan for addressing fiber optic cable and conduit maintenance, including normal maintenance (locates and periodic visual inspections) emergency maintenance and forced relocations. The Respondent may apportion maintenance costs equitably among sub-licensees in a reasonable and nondiscriminatory manner.

E. Taxes

IFA and INDOT are exempt from federal, state, and local taxes. IFA and INDOT will not be responsible for any taxes levied on the Respondent as a result of a License Agreement resulting from this RFP. Nor will IFA and INDOT be responsible for taxes levied on it due to construction, maintenance or any acts of a Respondent.

F. Secretary of State Registration

In accordance with IC 5-22-16-4, before an out-of-state Respondent can do business in Indiana, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state Respondent does not have such registration at present, the Respondent may acquire the necessary application form by contacting:

Secretary of State, State of Indiana
Corporations Division
402 West Washington Street, Room E018
Indianapolis, IN 46204
(317) 232-6576
or online at www.in.gov/sos/business/

It is the Respondent's responsibility to register prior to the execution of the License Agreement and to comply with any other regulatory requirements such as a certificate of territorial authority from the Indiana Utility Regulatory Commission and any local zoning or permit requirements.

G. Equal Opportunity Commitment

1. INDOT has determined that there is a reasonable expectation of minority/women's business enterprise (M/WBE) participation in this project. Therefore a goal of eight percent (8%) participation for minority business enterprises and eight percent (8%) for women's business enterprises has been established. Respondents will be expected to make reasonable efforts to comply with the regulations set forth in 25 IAC 2-20 (www.in.gov/idoa/2964.htm).

2. The Respondent is expected to submit a M/WBE participation plan or make an application for waiver from the participation goal prior to the execution of a License Agreement.

3. INDOT reserves the right to verify all information included on M/WBE participation plans and applications for waiver from the participation goal before executing a License Agreement with the Respondent.

4. Questions involving the minority business enterprise program set forth in 25 IAC 2-20 should be directed to:

Indiana Department of Administration
Minority & Women's Business Enterprises
Indiana Government Center South
402 W Washington Street
Indianapolis, IN 46204
Phone: (317) 232-3061
Website: www.in.gov/idoa/2867.htm

H. Americans with Disabilities Act

Each Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

I. State of Indiana Obligations

Neither the IFA, INDOT, nor the State of Indiana accept any obligations for costs incurred by Respondents relating to this RFP or the License Agreement.

J. License Components

Any and all portions of this RFP and any and all portions of the Selected Respondent's Proposal will be incorporated by reference as part of the License Agreement subject to the order of precedence as set out in the License Agreement.

K. Utility Accommodation Policy

Upon execution of a License Agreement, the INDOT Chief Engineer will grant an exception to INDOT's Utility Accommodation Policy (Appendix 3) to enable construction of the Project.

III. PROPOSAL PROCEDURES

A. Due Date for Proposals

This RFP is being posted on the IDOA web page at the following address: www.in.gov/cgi-bin/idoa/cgi-bin/bidad.pl. One photocopy of this RFP will be provided free of charge upon request. A nominal fee will be charged for providing additional photocopies.

All Proposals must be received at the address below on or before 3 p.m. Eastern Standard Time on **January 23, 2009**. Each Respondent must submit one original (marked "Original") and three copies, including the transmittal letter and other related documentation as required in this RFP. The transmittal letter and Proposal must also be submitted on CD-ROM with files saved in PDF format. All Proposals must be addressed to or directed to:

ATTN: Mark A. Hempel, Senior Account Manager, IOT
Indiana Department of Administration
402 West Washington Street
Indianapolis IN 46204
Phone: 317.232-2498
E-mail: mhempel@idoa.in.gov

All Proposal packages must be clearly marked **INDOT — Indiana Toll Road Fiber Optics Project**. Any Proposal received after the due date and time will not be considered. Any late Proposals will be returned, unopened, to the Respondent upon request. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective Proposal, are not desired.

B. Modification or Withdrawal of Proposals

1. Responses to this RFP may be modified or withdrawn in writing, by fax notice or email to the address and numbers referenced in Section III.A, if received prior to the exact hour and date specified for receipt of Proposals. The Respondent's authorized representative may also withdraw the Proposal in person, providing his or her identity is made known and he or she signs a receipt for the Proposal. Proposals may not be withdrawn after the Proposal due date and time has passed.

2. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, an addenda will be posted by INDOT to the IDOA website at the address listed above. If such addenda issuance is necessary, INDOT reserves the right to extend the due date and time for submission of Proposals to accommodate such revisions.

C. Proposal/Project Timeframes

1. All Proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for Proposals. Any Proposal accepted by INDOT for the purpose of license negotiations shall remain valid until superseded by a License Agreement or until rejected by INDOT.

2. The following timeline is intended to illustrate the expected time line for the RFP:

- a.) RFP issued December 12, 2008.
- b.) Respondent inquiry period ends January 9, 2009.
- c.) Final INDOT responses to inquiries January 16, 2009.
- d.) Proposal submission date January 23, 2009.
- e.) Notice of discussions* TBD, as necessary.
- f.) Discussions* TBD, as necessary.
- g.) Request for best and final offers* TBD, as necessary.
- h.) Receipt of best and final offers* TBD, as necessary.
- i.) Notify Selected Respondent March 20, 2009.
- j.) License negotiations begin March 27, 2009.
- k.) License negotiations end April 24, 2009.
- l.) License signed by Selected Respondent* May 22, 2009.
- m.) Receipt of State approval* June 19, 2009.
- n.) Project design and construction commences August 3, 2009.
- o.) Project construction completed, inspected, operational, and Acceptance by INDOT on or before August 1, 2010.

(*These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date earlier than the listed date for license signature. However, such dates are estimates and in any event may also be delayed at the discretion of INDOT.)

3. INDOT reserves the right to reject any or all Proposals received or to make a selection, without discussions or clarifications, on the basis of initial Proposals received. Therefore, each Proposal should contain the Respondent's best terms from a compensation and technical standpoint.

4. Discussion Format

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

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

Following evaluation of the best and final offers, INDOT may select for negotiations the Proposals that are most advantageous to INDOT, considering compensation offered and other evaluation factors set forth in the RFP.

5. INDOT may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their Proposals. Should this necessity arise, INDOT will contact each Respondent affected. Each Respondent must submit written corrections to the Proposal within five calendar days of notification. The intent of this option is to allow Proposals with only minor errors or omissions to be corrected. If only clarifications are sought, best and final offers may yet be requested. INDOT retains sole authority to determine whether contact with Respondents is for clarification or discussion.

E. Type and Term of License

1. INDOT seeks to enter into an agreement with one Respondent to develop, construct, maintain and operate a Commercial Network for the entire length of the Toll Road.

2. The term of the License Agreement shall be for an initial period of 25 years, beginning on the date the License Agreement is signed with the Licensee and ending 25 years thereafter, subject to options to renew for an additional five year periods of time under terms to be discussed with the Selected Respondent. INDOT does not intend to grant a similar license during years 1 through 5 of the License Agreement. Thereafter, INDOT reserves the right to review the performance of Licensee to determine whether to enter into similar license agreements with other entities. Please note that there is a pre-existing license for fiber optic cable on the Toll Road issued in 1985 which will expire in 2010.

F. Compensation

INDOT requires that the compensation associated with this RFP be a firm compensation offer that remains open and in effect for a period of not less than 180 days from the Proposal due date. Compensation for the License Agreement to access the Toll Road ROW for the uses described herein will take the form as detailed in Section II.D.4 (b).

G. Confidential Information

Respondents are advised that materials contained in Proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. INDOT reserves the right to make determinations of confidentiality. If INDOT does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, INDOT may either reject the Proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the Proposal will be considered. If agreement cannot be reached, INDOT will remove the Proposal from consideration for award and return the Proposal to the Respondent. INDOT will not determine compensation offered to be confidential information.

Inquiries about the RFP

1. All inquiries and requests for information affecting this RFP must be submitted in writing via certified mail or e-mail to:

ATTN: Mark A. Hempel, Sr. Account Manager, IOT
Indiana Department of Administration
402 West Washington Street
Indianapolis, IN 46204
Email: mhempel@idoa.in.gov

CC: Clark Snyder
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis IN 46204
Email: csnyder@indot.in.gov

no later than 3 p.m. Eastern Standard Time on January 9, 2009.

2. INDOT reserves the right to judge whether any questions should be answered in writing, and copies will be placed on the IDOA web page at www.in.gov/cgi-bin/idoa/cgi-bin/bidad.pl for downloading, distributed to all prospective Respondents who are known to have received a copy of the original RFP, or both. Only answers signed by INDOT or its designee will be considered official and part of this RFP.

3. No negotiations, decisions, or actions shall be initiated by any Respondent as a result of any verbal discussion.

4. Inquiries are not to be directed to anyone other than the designated point of contact identified above. Such action may disqualify Respondent from further consideration for a license as a result of this RFP.

I. Proposal and Performance Bond

1. A Proposal bond in the amount of \$250,000 is required to guarantee the financial stability of the Respondent and to guarantee that the Respondent is willing to sign a License Agreement with INDOT. The original Proposal bond must be included with the original Proposal; photocopies of the bond are to be included in the copies of the Proposal.

2. Proposal bonds will be returned after the License Agreement has been fully executed with the Selected Respondent or if it is necessary to cancel the RFP.

3. Proposal bonds must be submitted in the form of an official check, certified check, or surety bond. If the surety bond is executed, the surety company must be authorized to do business in the State of Indiana and approved by the Indiana Department of Insurance. The check or surety bond must be made payable to the "Indiana Department of Transportation."

4. A Respondent shall forfeit the Proposal bond if the Respondent is selected and

(a) fails to sign a License Agreement within 14 days from receipt of a final license document in substantially the form contemplated by this RFP and Respondent's Proposal, after good faith negotiations with INDOT, or

(b) cannot obtain the required performance and payment bond within 10 days of license signing. Either of the above time frames may be extended at INDOT's discretion.

5. The Licensee shall furnish and pay for an approved one hundred percent (100%) combination performance and payment bond (Contractor's Bond for Construction, Public Works Division Form DAPW 15). This bond shall adhere to the requirements of IC 4-13.6-7-6 and IC 4-13.6-7-7 as amended and shall cover the faithful performance of the Licensee and any subcontractors and the payment of all obligations arising thereunder, including reimbursement for any stored materials paid for but returned to the supplier, with such sureties as INDOT may approve. The combination bond shall remain in effect throughout the entire construction period and in addition for a period of one year from the date of final acceptance.

6. The Licensee shall deliver the required bonds to INDOT prior to execution of the License Agreement by INDOT unless otherwise authorized in writing by INDOT.

J. Reference Site Visits

INDOT may request a site visit to Respondent's other projects and/or office(s) to assist in the evaluation of the Respondent's Proposal.

K. License Negotiations

After recommendation of Selected Respondent by the Evaluation Committee (and approval of this recommendation by INDOT), license negotiations will commence. A draft License Agreement is attached to this RFP as Appendix 4. If at any time INDOT determines that license negotiations with a particular Selected Respondent are ineffective, INDOT will cease all activities with that Respondent and may, at its discretion, begin license negotiations with the next most suitable Respondent.

This process may continue until the Selected Respondent and INDOT execute a License Agreement or INDOT determines that no acceptable alternative Proposal(s) exist(s).

IV. PROPOSAL PREPARATION INSTRUCTIONS

A. General

To facilitate the timely evaluation of Proposals, a standard format for Proposal submission is documented in this section. All Respondents are required to format Proposals in a manner consistent with the guidelines described below:

1. Each item must be addressed in the Respondent's Proposal or the Proposal may be rejected; and
2. The transmittal letter should be in the form of a letter; and
3. The business and technical proposals must be organized under the specific section titles as listed below.

B. Transmittal Letter

1. The transmittal letter must address the following topics except those specifically identified as "optional"; and
2. The transmittal letter must briefly summarize the Respondent's ability to supply the requested installation, products and services that meet the requirements defined in the RFP; and
3. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to:
 - a.) INDOT's mandatory license clauses; and
 - b.) submission of a proposal bond of \$ 250,000; and
 - c.) upon selection and execution of a License Agreement, submission of a performance and payment bond based on the total project cost.
4. Information contained in the technical proposal regarding dates of milestone events must be summarized; and
5. A summary of the cash compensation; and
6. A summary of the planned efforts to provide connectivity for local businesses and communities must be included; and

7. A statement that indicates the length of time during which INDOT may rely on all Proposal commitments. INDOT requires that this period of time be not less than 180 days from the due date for submission of Proposals. Any Proposal accepted by INDOT for the purpose of license negotiations must remain open through the license negotiation period; and

8. A person authorized to commit the Respondent to its representations must sign the transmittal letter; and

9. Any other information the Respondent wants to briefly summarize may be included (this item is optional).

C. Business Proposal

The Business Proposal must address the following topics except those specifically identified as “optional”:

1. General. This section of the business proposal must be used to present a summary of the Respondent’s general business plan in response to the RFP; and

2. Respondent Company Team Structure. The legal form of the Respondent’s business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section.

If responding as a Consortium or Team, please provide this information for all significant members and an organizational chart depicting the relationship among Consortium/Team members. Significant members are those that will

- a.) have an equity stake in the project; and/or
- b.) play a significant role in project development and execution.

Examples of significant Consortium/Team members may include, for example, a telecommunications service provider, a construction contractor, a telecommunications equipment provider, and/or a systems integrator. Provide the name, address, telephone number, fax number, email address, and organization of the principal contact person; and

3. Respondent Financial Information. This section must include the Respondent’s audited financial statements for each of the two most recently completed fiscal years. These documents should be signed or attested to by a Certified Public Accountant. If audited financial statements are not available for the most recent calendar year, unaudited financial statements will be accepted. Please provide this information for all members of the Respondent’s Consortium or Team (this may include Consortium members and/or significant subcontractors); and

4. Respondent must also present a preliminary financial plan for the Project. Respondents should clearly indicate whether they would hold a portion of project financing debt and if so, the amount and type of such debt. The preliminary financial plan should include:

- a.) An estimate of total project costs and the timing of project costs; and
- b.) An estimate of the financial commitment of the Respondent and Consortium/Team members; and

c.) An estimate of annual debt service, gross revenues, operating and maintenance expenses, reserve transfers, cash flows available to pay the debt service; and

d.) Any other pertinent financial information. Prior to entering into the License Agreement, the Licensee must submit a definitive and detailed financial plan, including lender commitment letters.

5. Facilities and Resources. The Respondent must include information regarding the organization's resources deemed advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

6. Subcontractors. Respondents must identify, to the extent possible, any significant subcontractors that will be utilized and outline the contractual relationship between the Respondent and each subcontractor.

a.) All subcontracts in excess of \$500,000 must be submitted to INDOT and be approved by INDOT or INDOT's designee prior to such subcontractor beginning work on the Project.

b.) All subcontractors must meet the insurance requirements (or Licensee must provide evidence satisfactory to INDOT that Licensee's insurance covers acts or omissions of subcontractor) and other requirements of INDOT, as articulated in the draft License Agreement.

c.) The Respondent must also indicate which, if any, subcontractors qualify as an MBE under 25 IAC 2-20.

7. References. The Respondent must include a list of at least three clients for whom the Respondent has provided products and services that are the same or similar to that requested in this RFP. Any state government for whom the Respondent has provided these products and services must be included, as well as clients with locations in Indiana and surrounding states, as site visits may be arranged. Information provided should include the name, address, a brief summary of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

8. Required License Agreement Provisions. Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any License Agreement resulting from this RFP. A draft License Agreement is attached as Appendix 4 and will be used as a starting point for any negotiations with the Selected Respondent. Some clauses within the License Agreement are mandatory and other provisions are desirable to INDOT. These clauses are identified in the draft License Agreement.

a.) If a Respondent wishes to suggest alternative wording for one or more of the mandatory provisions without changing the intent, these suggestions may, at the Respondent's option, be documented in this section of the Business Proposal. The Respondent's suggested language will be considered by INDOT during the license negotiation process.

b.) Other provisions of the draft License Agreement are desirable and INDOT seeks to include them in any License Agreement resulting from this RFP. For each of these desirable provisions, the Respondent should either indicate that the desired provision is acceptable as worded; suggest specific alternative wording to address issues raised by the specific provision; or indicate the desired provision is unacceptable and state why.

c.) Respondent should indicate any additional provisions or language that it would desire to include in the License Agreement. Any language required by a Respondent that is unacceptable to INDOT may lead to the rejection of that Respondent's Proposal.

d.) Notwithstanding the foregoing, based upon the Proposal submitted by the Selected Respondent, INDOT may determine to make modifications to mandatory provisions, require that certain desired provisions be mandatory, or add additional provisions to the License Agreement during the course of negotiations.

9. Registration to do Business. Respondents proposing to provide the products and services required by this RFP must be registered to do business within the State by the Indiana Secretary of State prior to entering into a License Agreement. The address and contact information for this office may be found in Section II.F of this RFP. It is the Respondent's responsibility to complete the required registration with the Secretary of State and any other regulatory requirements to conduct business in Indiana. The Respondent must indicate the status of registration, if applicable, in this section of the Proposal.

10. Respondent Authorization. Respondent personnel signing the Transmittal Letter of the Proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

11. Bonds. This section must indicate the Respondent's inclusion of the mandatory proposal bond and ability to procure the mandatory performance and payment bond. Notwithstanding any other provisions relating to the beginning of the term, a License Agreement will not become effective until the performance and payment bond is delivered to INDOT in the correct form and amount.

12. Respondent Contract Requirements. This section is optional. If the Respondent wishes to propose any language for the License Agreement, such language should be included in this section of the response to the RFP. For each clause, the Respondent should indicate that the clause is required by the Respondent in any license resulting from this RFP and why it is required (if the required clause is unacceptable to INDOT, the Respondents Proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any license resulting from this RFP.

13. Demonstrated Experience. Respondent must describe projects completed over the last five years that are similar in nature to the proposed Project, with focus on any telecommunications shared resources projects. Descriptions must include name of project, client, project summary, contract value and client contact information.

14. Personnel Experience. Respondent's proposal must identify and provide resumes for key individuals that will be involved with the Project, including construction manager, telecommunications manager, operations manager, maintenance manager and financial manager.

15. Commercial Network. Respondent proposal must meet the minimum requirement of installing and operating the Commercial Network along the entire length of the Toll Road. In addition, after the fifth year of the License Agreement, INDOT at its option may permit additional licensees to install fiber optic cable and conduit in a new trench.

16. Respondent's proposal shall provide for a sales and marketing plan to sell conduit, dark and lit fiber on a carrier neutral basis wholesale or retail basis at reasonable rates and subject to reasonable, nondiscriminatory terms and conditions in accordance with requirements of the Telecommunications Act of 1996 and other applicable law.

17. Respondent's proposal shall indicate that the Commercial Network shall be installed in the ROW of the Toll Road in conformity with the depth, location and other requirements as specified in INDOT Requirements (Appendix 2), the Utility Accommodation Policy (Appendix 3) and based on the review and with the approval of the ITRCC, consistent with the terms of the Concession and Lease Agreement, so that the Commercial Network does not interfere with Toll Road Operations as defined in the Concession and Lease Agreement between ITRCC and IFA.

18. Respondent's proposal shall include connectivity to the Commercial Network. In order to foster the goals of economic development and connectivity, Respondent must agree to install Commercial Exchange Access Points at all interchanges, third party networks and other key locations proposed by the Respondent and other users to interconnect and serve local businesses and communities along the Toll Road. Respondent must identify which key locations and communities that Respondent intends to serve.

19. Respondent's proposal shall account for acquiring additional rights-of-way and any necessary relocation of the Project. IFA and/or State of Indiana own fee simple title to much of the Toll Road real estate. However, property rights to the real estate in some areas may be limited to highway easement rights. In such locations, Licensee shall be responsible for obtaining additional rights, if required, to install and operate the Project. Licensee shall be responsible for the cost to relocate portions of the Project for reasons such as Toll Road Operations as that term is defined in the Concession and Lease Agreement.

20. Reporting. Respondent must provide periodic reports to INDOT during the term of the License Agreement with respect to reports on the installation, operation, maintenance and third party interest in the Project. Periodic marketing and sales reports will be required to identify new users, status of those negotiations and contracts.

21. Compensation. Respondent must describe specific cash compensation terms for use of the ROW for the Project.

22. Technical Proposal. The technical proposal must address all of the sections outlined below, in the order presented. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the Evaluation Committee. Respondent must describe the Commercial Network and Commercial Exchange Access Points for the Project consistent with INDOT Requirements described in Appendix 2. Respondent must describe the telecommunication facilities, such as number and size of conduits, number and types of fiber optic strands, and a general description of above ground facilities that will be located along the ROW, such as number and size of equipment sheds, regeneration sites and handholes. There must be five types of Commercial Exchange Access Points to the Commercial Network. These are:

- a.) regeneration facilities with “meet me” manholes/handholes at each facility with empty conduit between the manholes/handholes and facilities; and
- b.) handholes with splice cases spaced along the Toll Road at intervals of approximately four miles and located outside of the Toll Road ROW or on other public ROW. Handholes must also be installed at all Toll Road interchanges; and
- c.) third party carrier facilities to provide local access to other fiber optic users for economic development; and
- d.) at least one Commercial Exchange Access Point in each of the LATAs that the Commercial Network traverses on the Toll Road; and
- e.) additional infrastructure to connect the Commercial Network directly with existing switched networks to better serve businesses and communities along the Toll Road.

23. Project Management and Schedule. In this section, Respondents must summarize their proposed project management approach and present a project schedule.

- a.) Describe the general management approach and project organization that will be utilized to coordinate design, engineering, construction, fiber testing and operational phases of the project.
- b.) Submit a chart that clearly outlines the project schedule and critical path, anchored to an assumed project start date of August 3, 2009.
- c.) The project schedule should:
 - i. Identify the tasks and milestones required for completing the project on or before June 1, 2010; and
 - ii. Include all factors relative to design, engineering, procurement, installation, construction, testing, inspection and completion dates; and
 - iii. Identify the approximate dates that INDOT or ITRCC supplied information will be required by the Licensee(s); and
 - iv. Identify projected completion dates for all project phases.
- d.) Within the project schedule, sufficient time shall be allowed for inspections and tests, which require the review and approval of INDOT or its designee. The complexity of the inspections and tests requiring review shall be considered when allocating review and approval times.
- e.) Eight weeks after the License Agreement is finalized, the Licensee shall submit a detailed project implementation/construction schedule to INDOT or its designee. INDOT and Licensee shall mutually agree on content and format. This schedule shall include all activities along the ROW and shall reflect, for informational purposes, associated activities that impact on ROW construction (e.g., point-of-presence construction off the ROW). The schedule shall also show the critical path for the project and shall identify the approximate dates that INDOT or ITRCC-supplied information will be required.

24. Statewide Commercial Network. Although this RFP focuses on a Commercial Network along the Toll Road, Respondent is encouraged to indicate level of interest (high, medium, low or no interest) and/or propose a preliminary plan to develop fiber optic telecommunication infrastructure to serve other businesses and communities in Indiana using right-of-way on other statewide interstate highways and limited access roads, including I-65, I-69, I-74, I-70, I-465 and US 31 corridors. Your response will be used for the purposes of planning and issuance of another RFP in the future.

V. PROPOSAL EVALUATION

An Evaluation Committee will be established by the INDOT for the purpose of evaluating Proposals in response to this RFP and making recommendations to INDOT. Proposals will be evaluated in a two-stage process:

1. In Stage 1, Proposals will be evaluated on a Pass/Fail basis to determine compliance with the response requirements specified in the RFP. Proposals that fail to meet the minimum response requirements may be rejected at the discretion of the Evaluation Committee. Upon rejection, the Respondent's Proposal bond will be returned.

2. In Stage 2, Proposals that pass Stage 1 will be evaluated upon the following criteria:

a.) Access. The degree to which the proposal provides increased dark fiber and broadband access for businesses and communities along the Toll Road Corridor (25%); and

b.) Connectivity. The degree to which the proposal will provide increased connectivity to major markets, other dark fiber networks and broadband systems (15%); and

c.) Economic Impact. Probability that the proposal will support economic development and job creation along the Toll Road corridor (25%); and

d.) Proposed Compensation. The compensation to be received by INDOT or its designee in consideration for access and licensing of the Toll Road ROW (20%); and

e.) Plan Viability. The viability of the proposed business plan of the Respondent (15%).