



TOWN OF PENDLETON
REQUEST FOR PROPOSALS AND QUALIFICATIONS TO DESIGN, BUILD, FINANCE
AND OPERATE AN INDOOR/OUTDOOR COMMUNITY AQUATICS CENTER
THROUGH A PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

Statement of Intent

The Town of Pendleton, Indiana, an Indiana incorporated town (“Town”) in conjunction with the Pendleton/Fall Creek Township Park Board (“Park”), South Madison Community School Corporation (SMCSC) and other community partners, issues this Request for Proposal and Qualifications (“RFPQ”) to prospective entities interested in submitting a proposal and statement of qualifications (individually “Offeror” or collectively, “Offerors”) to design, build, finance and operate an indoor/outdoor community Aquatics Center.

The Town is open to consider various options for ownership. These options can vary from private ownership, to other combinations of private/public partnerships. Offeror/s may submit more than one (1) RFPQ. A separate RFPQ submission for each proposed ownership structure is required. Proposed ownership structures must be in accordance with Indiana Code.

To meet the needs of the community and ensure long term sustainability of an Aquatics Center, community stakeholders are willing to make certain financial commitments in exchange for defined community uses and access to the Aquatics Center.

Initial evaluation of RFPQs will be conducted by a committee consisting of representatives from the Town, Park, SMCSC and other community partners (“Committee”). The Town of Pendleton Town Council will have the final agreement authority.

Background

The Park and SMCSC each have a pool that is at the end of their life cycle. Both pools would require significant investment to extend the life expectancy. Various community partners are users of the two (2) pools and an informal Committee has decided to consolidate the two (2) pools into a year-round center to increase community aquatic capacity, availability and cost savings.

Brown Pool is owned and operated by Pendleton/Fall Creek Township Park. The pool is a forty (40) year old, outdoor, 50-meter, 8 lane pool with water slide and attached diving well. Brown

Pool operates during the summer months and is used for recreational, swim lessons, group fitness and Pendleton Swim Club (PSC) practices and competition. Brown Pool has an annual attendance of roughly 10,200 (plus 572 season passes). The pool is open for approximately 66 days during the summer (June/July). The annual revenue from the gate and the concession stand is \$90,000.00. The annual passes in 2021 were \$55.00 and the individual gate entry was \$5.00 per day.

The Pendleton Heights High School (PHHS) pool is a 50-year-old indoor, 25-yard, 6 lane pool, with a separate diving well. The pool is used during the school year by the middle and high school swim teams, PSC and physical education classes.

The lead stakeholder for the Aquatics Center is the Town of Pendleton. Pendleton is a community of approximately forty-seven hundred (4,700) experiencing rapid growth (750 new homes are currently under development). The growth is a continuation of the growth occurring outward from Hamilton County. Current town boundary maximum build out is calculated to be approximately forty thousand (40,000) people.

The South Madison Community School Corporation (SMCSC) (student population of 4,600) includes the geographic boundaries of Adams Township (Town of Markleville), population three thousand nine hundred fifty-seven (3,957), Green Township (Town of Ingalls) population seven thousand two hundred forty-three (7,243), and Fall Creek Township (Town of Pendleton) population fourteen thousand nine hundred forty-nine (14,949).

Frankton-Lapel School Corporation is an adjacent school corporation located northwest of Pendleton. The student population is approximately three thousand one hundred eighty (3,180). Stoney Creek Township (Lapel) has a population of three thousand nine hundred and eight (3,908). Lapel High School and Middle School do not have a pool and are looking to be a participating partner in an Aquatics Center.

Pendleton, Lapel, Ingalls and their unincorporated communities are all experiencing rapid growth. Based on lots under construction, Pendleton alone will grow approximately 33% in the next 18 months.

The Pendleton Swim Club (PSC) is an organization active since the 1970s and has a current membership of 120. PSC operates most of the year and has a competition season in the winter and summer. It is projected the membership will grow to at least 500 under a new Aquatics Center compounded with the projected strong population growth.

Possible Aquatic Center Site(s)

Town will offer a nominal, long-term, 99 year lease for grounds located on South Heritage Drive in Falls Pointe, in the Town's Industrial Park located off of I-69. The site is approximately 13 acres and is next to the new Community Wellness Center, which has an emphasis on tennis, gymnastics and wellness programs. The aerial view of the site location is provided at Attachment (A).

Heritage Way will be extended by the Town as necessary to serve the Aquatic Center. The Offeror(s) will be required to connect to existing and proposed public sidewalks and trails adjacent to the site.

The Offeror(s) may propose, at their own expense, an alternate private location in their RFPQ. Offeror(s) proposing alternate sites outside of the Town's control will need to state the details in the RFPQ. The Town is also open to discussing an alternative site within the Falls Pointe Industrial Park. If an Offeror(s) requires an expanded acreage at the Town's proposed site, it must be stated in the RFPQ.

Aquatics Center Needs

Offeror(s) shall meet, but are welcome to go beyond, the following minimum needs identified by the Town, Park, SMCSC, PSC and other community partners for an Aquatic Center:

1. Outdoor
 - a. Combination Competition and Recreational Pool
 - i. Olympic- size 50 meter competition pool
 - ii. 10 competition lanes or more
 - iii. Diving well area separate from competition lanes (two (2) 1-meter, and (1) 3-meter boards minimum)
 - iv. Zero entry (1 minimum)
 - v. Movable bulkhead to convert between 25 yards and 50 meters
 - b. Baby pool
 - c. Pool deck
 - i. Accommodates large competition swim meets and summer recreational swimming
 - ii. Picnic tables and eating area
 - iii. Direct access to indoor locker rooms
 - iv. Direct access to Café/Concessions
 - v. Direct access to Vending area
 - vi. Bleachers for one thousand (1,000) spectators
 - vii. Recreational pool amenities such as slides
 - d. Summer day and night operation capabilities
 - e. Green space
2. Indoor
 - a. Competition and Recreational Pool
 - i. Olympic- size 50 meter competition pool
 - ii. 10 competition lanes minimum
 - iii. Diving separate from 25 yard competition lanes (two (2) 1-meter, and one (1) 3-meter boards minimum)
 - iv. Moveable bulkhead to convert between 25 yards and 50 meters
 - b. Warm pool
 - i. Accommodate swim lessons, group fitness, therapy and recreational activities
 - ii. Zero entry
 - iii. Separated for higher room temperatures
 - c. Pool Deck accommodate large competition swim meets and recreational swimming.
 - i. Sitting and eating area
 - ii. Direct access to locker rooms

- iii. Direct access to Café/Concessions
 - iv. Direct access to Vending area
 - v. Direct access to indoor exercise floor and weight room
 - d. Amenities
 - i. Year-round operation capabilities
 - ii. Exercise floor and weight room
 - iii. Classrooms: 30-person two (2) minimum
 - iv. Staff office space
 - v. Day Care
 - vi. Small Restaurant/Café
 - vii. Vending area
 - viii. Locker Rooms (4 minimum) to meet Safe Swim or similar standards
- 3. General
 - a. All facilities and pools shall be ADA compliant
 - b. Parking capacity to meet peak summer usage
 - c. Green Space utilized throughout site
 - d. Site Design shall meet the Town's relevant ordinances
 - e. Competition Pools shall meet USA Swimming pool length certification procedures for "mandatory requirement for all competition".
 - f. Competition pools shall meet USA Swimming Rule Book Facilities Standards, and USA Swimming Safe Sport Guidelines. Any exceptions requested to the standards shall be noted in the RFPQ

Additional waterpark and splash pad amenities are most likely to be a part of the Offeror(s) Response to insure a successful business venture. The Town recognizes this as important for the profitability and sustainability of the Aquatic Center. These additional amenities just need to be identified in the Response.

Financing

The financial goal is to have a neutral increase in public expenditures for pool facilities while increasing uses, capacity, availability, and cost efficiency, through consolidation of the two (2) community pools under one (1) Aquatics Center through a public-private partnership.

Each Community partner will contribute to the partnership by offering a multi-year agreement for use of the Aquatics Center. The following are the proposed commitments of the community partners to the Offerors in exchange for defined use and access:

- 1. SMCSC
 - a. 20-year commitment
 - i. Middle and High School Swim Team practice and competition
 - 1. Priority for practice and meets during season
 - a. Season: October - February
 - ii. Water Safety, Life Guard, physical education classes during school hours
 - b. \$100,000/year
 - c. School will receive gate revenue from meets

2. Frankton/Lapel Community Schools
 - a. 15 year commitment
 - i. Lapel Middle and High School Swim Teams practice and competition
 1. Priority after SMCSC for practice and meets during season
 - a. Season: October – February
 - ii. Water Safety, Life Guard, and physical education classes during school hours
 - b. \$60,000/year
 - c. School will receive gate revenue from meets
3. Pendleton Swim Club
 - a. 20-year commitment
 - i. Year-round use for practice and meets
 - ii. Exclusive rights as the only swim club using the facility
 - iii. Priority behind the SMCSC and Frankton/Lapel School Corporation for Swim Teams' meets and practices
 - b. \$10/month/swimmer or \$100/year/swimmer fee to the Offeror(s)
 - c. PSC will receive gate revenue for dual meets
 - d. PSC will split the gate revenue for invitational (multi-team) swim meets
4. Pendleton/Fall Creek Park
 - a. 20-year commitment
 - i. Year-round recreational swim season with outdoor a minimum season from Memorial Day to Labor Day
 - b. \$60,000/year
 - c. Offeror(s) will receive gate revenue from recreational swim
 - d. Daily and Annual rates for recreational swim fee shall be based on the 2023 Brown Pool rates.
 - e. Two (2) free Community Swims per month
 - f. Deep discounts for senior citizens
 - g. Recreational Swims will be advertised as in conjunction with Falls Park
 - h. Reduced rate swim lessons during outdoor recreational swim season based on 2023 Rates and Schedule
5. Town
 - a. 20-year TIF abatement if Aquatics Center is located in the TIF district.
 - b. Option for nominal 99-year lease agreement if the Offeror chooses the selected site offered by the Town.

The contractual participants will have scheduling priority. The Offeror(s) will be allowed to operate other activities during contract activities on a not-to-interfere basis.

If selected, the Offeror(s) and each community partner will negotiate separate agreements to cover details such as operation's scheduling, financial and operating arrangements. The Town may require each separate agreement to be in place before the Town's final agreement

with the Offeror(s) is complete. Adjustments for inflation may be addressed in the agreements.

Selection Process

The Committee will review responses in executive sessions to this RFPQ to determine each Offeror(s)'s vision for the Aquatics Center's design, experience and expertise, financial stability and capacity to satisfy the needs of the community.

The Committee will select and forward the Committee's preferred proposal and qualifications to the Town staff for agreement negotiations.

If the negotiations are successful and all participating parties are satisfied, the proposed final agreement will be forwarded to the Town Council for approval or denial. If negotiations are unsuccessful, the Committee may forward the next preferred proposal and qualifications to the Town Staff to begin negotiations.

The Town reserves the right to reject any and all RFPQ responses and to negotiate the agreement.

RFPQ Requirements

RFPQ Responses must be received by the Town at the Pendleton Town Hall, 100 West State Street, Pendleton, IN 46064, no later than 10:00 am local time on June 30, 2022 (submission deadline). RFPQ responses delivered after Submission Deadline will be automatically rejected and returned unopened to the Offeror(s). The Town will not accept facsimile or e-mail submission of RFPQ responses.

All RFPQ responses shall be mailed (FedEx, UPS is acceptable), or hand delivered to the following during regular office hours:

Utility Billing Office
Pendleton Town Hall
100 West State Street
Pendleton, IN 46064

Offeror(s) shall submit one (1) original and five (5) complete copies of the original. Additionally, Offeror(s) shall submit (1) electronic copy on CD or DVD or USB flash drive. The sealed package containing the RFPQ Responses must have the following information written on the outside of the package:

SEALED PROPOSALS-DO NOT OPEN

Town of Pendleton
Utility Billing Office
Pendleton Town Hall
100 West State Street
Pendleton, IN 46064
Aquatics Center RFPQ

(Name of Offeror)
(Mailing Address of Offeror)
(Telephone # of Offeror)
(Email Address of Offeror)

RFPQ responses do not need to be accompanied by a certified check as application fee does not apply. As outlined herein, the Offeror shall provide the Town with business structure, experience and expertise, fundamentals and evidence of financial responsibility.

Questions and Requests for Clarification

The Town authorizes the submission of questions concerning clarification. All such communications and requests for information and clarifications shall be made by email to: sreske@town.pendleton.in.us. Offerors shall not communicate with any Town Official, employee, agent or committee members regarding the Aquatics Center and their RFPQ.

No oral requests will be considered. No requests for additional information or clarification to any person other than the e-mail address provided above will be considered.

All questions and requests for clarification must be submitted on or before June 1, 2022 at 4:00 pm local time. Offerors shall submit such questions and requests for clarification for the purpose of clarification to assure complete understanding of and responsiveness to the solicitation requirements. Answers to questions deemed appropriate for response by the Town, in its sole discretion, will be distributed by email to known potential Offeror(s) and posted on the Town website.

Addendum to the RFPQ

Addenda to the RFPQ. The Town reserves the right to issue written addenda to this RFPQ (each, an "Addendum" or "Addenda") at any time before the Submission Deadline and will post any addenda on its website. These Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFPQ. All RFPQ responses shall be prepared with full consideration of the Addenda. Each Offeror is solely responsible to ensure that it has received and considered all Addenda issued by the Town. Offerors should monitor the Town's website for information concerning this procurement.

Modification & Withdrawal of RFPQ Responses

RFPQ responses may be modified or withdrawn by request in writing to the Town Contact, if such modification or withdrawal is received prior to the Submission Deadline. Any modification to a RFPQ response received by the Town after the Submission Deadline will not be considered by the Town.

Anticipated Schedule

RFPQ Issued NLT:	4/15/2022
Deadline for Questions regarding the RFPQ	6/01/2022
Final Addenda (responses to questions) issued by Town	6/15/2022
RFPQ Responses Due	6/30/2022
Committee Begins Review of Responses	7/01/2022
Interviews Begin	7/11/2022
Agreement Negotiated and Contract Entered	8/12/2022
Design and Construction Begins	Upon signed agreement
Outdoor Pool Open to Summer Activities	5/30/2024
Aquatics Center Fully Open and Operational	9/30/2024

This schedule is for illustration purposes only and should not be construed as binding, with the exception that all RFPQ Offers shall be submitted by or before June 30, 2022, and the Outdoor Pool shall be open for all summer activities by May 30, 2024 and the Aquatics Center fully open and operational by September 30, 2024.

The Offeror(s) may propose earlier opening dates in the RFPQ and therefore may be incorporated into the final agreement.

Reserved Rights

The Town reserves, at all times in connection with this RFPQ and all associated activities and all projects, all rights available to the Town, including without limitation, with or without, cause and with or without notice, the right to the following: (a) terminate this RFPQ in whole or in part prior to the execution of a final agreement, (b) issue a subsequent RFPQ, (c) reject any/all RFPQ responses, (d) terminate, suspend, or elect not to proceed in negotiations with Offerors at any time, and (e) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in a RFPQ response. The issuance of the RFPQ does not commit or bind the Town to enter into a contract or proceed with this RFPQ, selection or negotiation process. Unless otherwise stated herein, the Town, the Committee, or the individual Committee members assume no obligation, responsibilities or liabilities to reimburse all or part of the costs incurred by parties responding.

Format and Content of RFPQ Response

A. **Format of Response.** RFPQ responses shall be bound and typed, single side, on 8 1/2" x 11" paper in English using no less than 12-point font with 1" margins on all sides; however, the concept plans may, at the discretion of Offeror, be provided on the paper type and size Offeror selects.

B. **Organization.** RFPQ response must be organized in the order set forth in Exhibit A. If an Offeror deems it appropriate to include material in addition to the requested information, Offeror shall insert that material at the end of the most relative response category.

C. **Content of Response.** Offerors must provide the following information:

1. **Preliminary Concept Plan.** Offeror shall provide the Town with information regarding its proposed approach to the Aquatic Center and how it believes its approach will best accomplish the Town's goals and objectives.

The following is a list of suggested items to be included in the RFPQ Response:

- Offeror's approach to the design, to include, but not limited to:
 - Overall site layout to include the Aquatics Center's building(s), outdoor pool(s), pool deck and features, parking, outdoor bleachers, other outdoor features, and street access and trail system access;
 - Conceptual illustrations of the quality and character of the: (i) exterior elevations of the building and (ii) the program for hardscape and landscape improvements; and
 - Depiction of the interior layout and suggested scale of the amenities.
- Overview of Offeror's approach to construction and maintenance of the Aquatics Center
- Offeror's process and procedure from project design to final construction
 - Offeror's contribution to project design
 - Allocation of responsibility among Offeror's team members
 - Personnel involved in design process
 - Project oversight
- Innovative ideas of how Offeror's proposal will meet the needs of the community and its ability to achieve the following project objectives:
 - Long-term sustainability, including reduction of overall costs of the Aquatics Center and opportunities for revenue generation
 - Ability to meet the specific infrastructure needs of the Aquatics Center
 - Ability to work with Town and stakeholders to meet the logistics of the Aquatic Center
- Drawings and/or images of projects similar to the Aquatic Center
 - Purpose of project and ownership model
 - Type of project
 - Address of the project
 - Dimensions of project
 - Offeror's role in the project

The Town will not use a concept plan unless the Town enters into a contract with the entity submitting such concept plan. Notwithstanding the foregoing, this shall not be interpreted to prohibit the Town from selecting or scaling amenities to a particular footprint or otherwise generally designing an Aquatics Center that may be similar to but is not based upon a particular concept plan.

2. **Proposed Ownership structure and sustainability plan.** The Town is open to consider various forms of ownership of the Aquatics Center. Examples include, but not limited to Design, Build, Finance and Transfer; A Public, Private Partnership (P3); Private Ownership.

All ownership proposals shall include long term sustainability plan for a minimum of 40 years if the Offeror proposes retaining rights of ownership longer than 10 years.

Offeror/s may submit more than one (1) RFPQ. A separate RFPQ submission for each proposed ownership structure is required. All proposed ownership structures must be in accordance with Indiana Code.

3. **Offeror's Team Members.** The Offerors shall list professional organizations or individuals intended to be used by the Offeror if selected. At a minimum the list shall include the following:

- Architectural
- Structural and Mechanical Engineering
- Civil Engineering and Surveying
- Project Management
- Financial Advisors
- Financial Institutions

4. **Offeror's Business Structure.** This section should provide the Town with information relative to the Offeror's overall business structure including a description of its members (LLC) or shareholders, officers, organizational and management structure, and proposed contractual relationship among team members. Offeror shall provide information relevant to qualifications of Offeror, its equity members and other team members. Offeror shall provide information relevant to its management structure and how it is best suited to meet the requirements of the recreation center.

The following is a list of items to be included in any response:

- Legal name of Offeror
- Nature and History of Organization
- Identification of legal structure and name of Offeror's organization
- Organization's origination date
- Location of organization
- Number of employees
- Operations within the State of Indiana, if any
- Description of management structure of Offeror's organization
- Allocation of roles and responsibilities
- Mission of organization
- Organizational chart
- Identification of key members within the organization
- Name of contact person for the Offeror
- Contact person's title, address, telephone number and e-mail address

5. **Offeror's Business Experience & Expertise.** Offeror shall provide the Town with information relative to Offeror's relevant experience in designing, constructing, and/or project management for projects similar to the Aquatics Center. The Offeror shall provide information detailing its experience working with public entities, scheduling and budgeting complex projects, managing costs, changes, and compliance with established budgets and schedules.

6. **Business Financials.** Offeror shall provide the Town with sufficient information necessary to enable the Town to evaluate Offeror’s financial strength. Offeror shall include information demonstrating that it has sufficient net worth, financial stability and capacity to meet the objectives of the community. Offeror shall include bank references.

The Town reserves the right to request supplemental financial information from any Offeror.

7. **Legal Requirements.** This section shall include responses to the following documents:

- (i) Transmittal Letter. The form Transmittal Letter provided in Exhibit (B).
- (ii) Non-Collusion Affidavit. The form Non-Collusion Affidavit provided in Exhibit (C).
- (iii) No Default, Breach or Bankruptcy. The form No Default, Breach or Bankruptcy letter provided in Exhibit (D). In the event Offeror cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the Town with sufficient details surrounding the event or proceedings.

Evaluation and Selection

A. Responsiveness/Minimum Qualification (Pass/Fail). In accordance with Ind. Code §5-23-5-2, the Town will determine whether the response is complete and responsive. Only those timely submitted RFPQ responses that are complete and responsive, in the Town’s sole discretion, will be evaluated by the Town.

B. Content of Proposal (Scored). The Town will complete an evaluation and ranking of the RFPQ Responses based upon the following criteria:

Experience, Expertise, and Financials:	40%
Concept Plan:	30%
Ownership and Sustainability Plan:	30%

The Town, in its sole discretion, may, at any time, exclude an Offeror from further participation in the negotiation process if it determines that such Offeror is failing to progress in the negotiations or if the terms of its response are less advantageous than those of other RFPQ responses. The Town reserves the right to conduct clarifications to resolve minor issues. The Town retains sole authority to determine whether contact with the Offeror is for clarification purposes.



EXHIBIT A
ORDER OF RESPONSE

Offerors shall organize their RFPQ responses in the following order:

1. Preliminary Concept Plan
2. Proposed Ownership Structure & Sustainability Plan
3. Offeror's Team Members
4. Offeror's Business Structure
5. Offeror's Business Experience & Expertise
6. Business Financials
7. Legal Requirements
 - A. Transmittal Letter
 - B. Non-Conclusion Affidavit
 - C. No Default, Breach or Bankruptcy
8. Other Information



EXHIBIT B
TRANSMITTAL LETTER

Offeror: _____

Utility Billing Office
Pendleton Town Hall
100 West State Street
Pendleton, Indiana 46064

The undersigned ("Offeror") submits this proposal in response to the Request for Proposal and Qualifications dated _____, issued by the Town of Pendleton, Madison County, Indiana ("Town") to design, construct, finance and operate the Indoor/Outdoor Community Aquatics Center. Offeror represents and warrants that it has read the RFPQ and any addenda issued by the Town and agrees to abide by the contents and terms of the RFPQ.

Offeror understands that the Town is not bound to negotiate with any Offeror and may reject each response that it receives. Offeror further understands that all costs and expenses incurred by it in preparing this RFPQ Response and participating in the procurement process will be borne solely by Offeror, except as specifically provided in the RFPQ. Offeror understands that any documents, work product, or proprietary information submitted to the Town in response to this RFPQ or throughout the procurement process shall become the sole and exclusive property of the Town.

Offeror acknowledges and agrees that the Town reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part at any time prior to the execution of the BOT Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ for the Project or any part of the Project, (3) reject any and all RFPQ Responses, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFPQ Response. Offeror acknowledges and agrees that the issuance of this RFPQ does not commit or bind the Town to enter into a contract or proceed with the procurement process.

Offeror acknowledges and agrees that this RFPQ and all aspects of the procurement process shall be governed by and construed according to the laws of the State of Indiana.

By: _____

Date: _____

Its: _____



EXHIBIT C
NON-COLLUSION AFFIDAVIT

The undersigned authorized representative of Offeror, being duly sworn on oath, states and affirms that neither Offeror nor any other member, representative or agent of the Offeror has entered into any combination, collusion or agreement with any person or entity relative to the price or other factors offered or in response to the RFPQ or in any way acted to prevent any other Offeror from responding or otherwise submitting a proposal to the RFPQ. Offeror’s proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

Further, no member of the Town or Town Council, or other officers of the Town, or any person in the employ of the Town is interested in the proposal, or the work to which it relates.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2022.

(Offeror)

(Offeror’s Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Conclusion Affidavit are true and correct.

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

Notary Public Signature



EXHIBIT D
NO DEFAULT, BREACH OR BANKRUPTCY

The undersigned authorized representative of Offeror, being duly sworn on oath, states and affirms that Offeror and its affiliates: (a) are not involved in any current or pending litigation or legal disputes with any federal, state, or local governmental entity; (b) are not in arrears to any federal, state, or local governmental entity of any debt or contract; (c) are not a defaulter as surety or other obligation upon any federal, state, or local governmental entity; (d) have not failed to perform faithfully in any previous contract with a federal, state, or local governmental entity in the preceding five (5) years; or (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2022.

(Offeror)

(Offeror's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Conclusion Affidavit are true and correct.

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

Notary Public Signature

ATTACHMENT A
SITE LOCATION

