



REQUEST FOR PROPOSALS

**SOLICITATION NO. ITR TRAVEL PLAZAS
LONG-TERM GROUND LEASE FOR 10 TRAVEL PLAZAS
ALONG THE INDIANA TOLL ROAD**

Project Website: IndianaTravelPlazas.com



INDIANA TOLL ROAD CONCESSION COMPANY, LLC
52551 Ash Road
Granger, Indiana 46530

PROPOSAL PROCESS MANAGER:

Andy Warcaba • Andrew J. Warcaba & Associates, Inc.
andy@warcaba.com • (815) 652-6690

**ISSUED: MONDAY, JULY 7, 2014
PROPOSALS DUE: FRIDAY, SEPTEMBER 12, 2014 @ 4 PM EDT**

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REQUEST FOR PROPOSALS: REDEVELOPMENT OF THE INDIANA TOLL ROAD'S PORTFOLIO OF TEN TRAVEL PLAZAS



INTRODUCTION

In operation since 1957, The Indiana Toll Road (“ITR”) stretches 157 miles across the northern most part of Indiana from the Ohio State Line to the Illinois State Line, where it provides the primary connection to the Chicago Skyway, Downtown Chicago, and The Dan Ryan Expressway. The ITR is an important transportation link, providing access between the largest Great Lakes cities and the eastern seaboard.

For the past 25 years the Indiana Toll Road (ITR) has been operated by the Indiana Department of Transportation (INDOT). In 2005, Governor Mitch Daniels’ proposal to lease the Toll Road was deliberated and enacted into law by the Indiana General Assembly.

On January 23, 2006, Statewide Mobility Partners LLC (SMP), a limited liability company between Cintra Concesiones de Infraestructuras de Transporte SA and Macquarie Infrastructure Group, was awarded the project with a bid of \$3.8B Billion. SMP formed the ITR Concession Company LLC (“ITRCC”) to operate and manage the ITR during the 75-year lease term. ITRCC formally assumed the responsibility for all operating and maintenance of the Indiana Toll Road on June 29, 2006.

As part of this transaction, the ITRCC became responsible for the existing **ITR Travel Plazas**. These commercialized rest stops are distributed across the system at regular intervals. Today, there are five pairs of Travel Plazas (one for each direction of travel) with each location providing food and beverage, fuel, tourist information, and restrooms.

While the offerings to patrons has evolved and changed over time, the facilities are essentially the same since the construction of the buildings in the 1950s and now past their useful life.

To better serve the motoring public and unlock the full value of these premium sites, the ITRCC is undertaking this Request for Proposals process to identify Development Teams interested in designing, constructing, financing, and maintaining new Travel Plazas.

In 2013, Travel Plaza patrons spent over \$20 million on food and beverage, over \$11.4 million on merchandise, and pumped nearly 34 million gallons of fuel. Detailed historical data for sales, fuel volumes, and traffic counts are provided in **Appendix A**.

No.	Mile Post	Direction	Main Building (SF)	2013 SALES		
				Food & Beverage	Retail	Fuel (Gallons)
1N	22	East	22,466	\$1,493,561	\$1,394,297	6,241,488
1S		West	23,024	\$2,082,086	\$1,530,736	4,854,156
3N	56	East	15,648	\$2,491,630	\$1,147,596	4,172,422
3S		West	17,245	\$3,774,029	\$1,350,479	3,917,075
5N	90	East	21,488	\$2,036,818	\$1,078,589	3,740,219
5S		West	26,588	\$2,342,393	\$1,167,989	3,218,022
7N	126	East	6,377	\$1,301,734	\$774,994	1,872,613
7S		West	17,581	\$1,468,085	\$870,541	1,782,173
8N	146	East	6,377	\$1,620,529	\$628,389	2,097,029
8S		West	18,262	\$1,465,825	\$549,291	2,051,874

These properties would be available under long-term ground leases to qualified Respondents providing the highest financial payment to the ITRCC. This is a competitive solicitation.

NOTE: In this document, the Indiana Toll Road Concession Company, LLC will be referred to as “ITRCC”, “The Company”, “We” or “Us”. The entity submitting a Proposal will be referred to as “Developer”, “Development Team”, “Respondent” or “You”.

Although the focus of this solicitation is the redevelopment of the ITR Travel Plazas, the RFP is open to any qualified firm including, but not limited to, traditional commercial real estate developers, truck stop companies, and self-developing operators.

PROJECT GOALS

The ITRCC has established four important goals for the outcome of this solicitation:

1. A partnership with a Development Team or Development Teams with sufficient experience, financial resources, and personnel to fully develop the property and unlock the full value of the ITR Travel Plazas.
2. A workable plan and reasonable timetable to secure all necessary zoning changes, entitlements, permits, and equity/debt financing as well as an achievable marketing and leasing program.

3. Design, tenancing, and operating plan that will result in attractive and functional facilities that fulfill the needs of today's motoring public.
4. Maximize financial returns to ITRCC based on the value of the sites today and in the future.

THE PROCESS

An integral part of our business process is to seek cost-effective and efficient methods in everything we do. We respect our potential partners and understand the time and expense required of you to pursue this opportunity. Therefore, every effort has been made to request only the information relevant to the ITRCC's evaluation and selection process.

You will be asked to submit your written response in two parts:

- A. Technical Proposal** — The Technical Proposal is the Developer's Proposed Plan, Background, Experience, Financial Capacity, Proposed Team Members, Key Personnel, and other information as requested in **SECTION 2 — TECHNICAL PROPOSAL REQUIREMENTS**.
- B. Financial Offer** — The Developer shall complete and sign the Financial Offer Form as requested in **SECTION 3 — FINANCIAL OFFER**. The Financial Offer must be submitted in a separate, sealed envelope or container.

After the DUE DATE, each Developer's Technical Proposal and Financial Offer will be distributed to and scored by an Evaluation Committee ("EC").

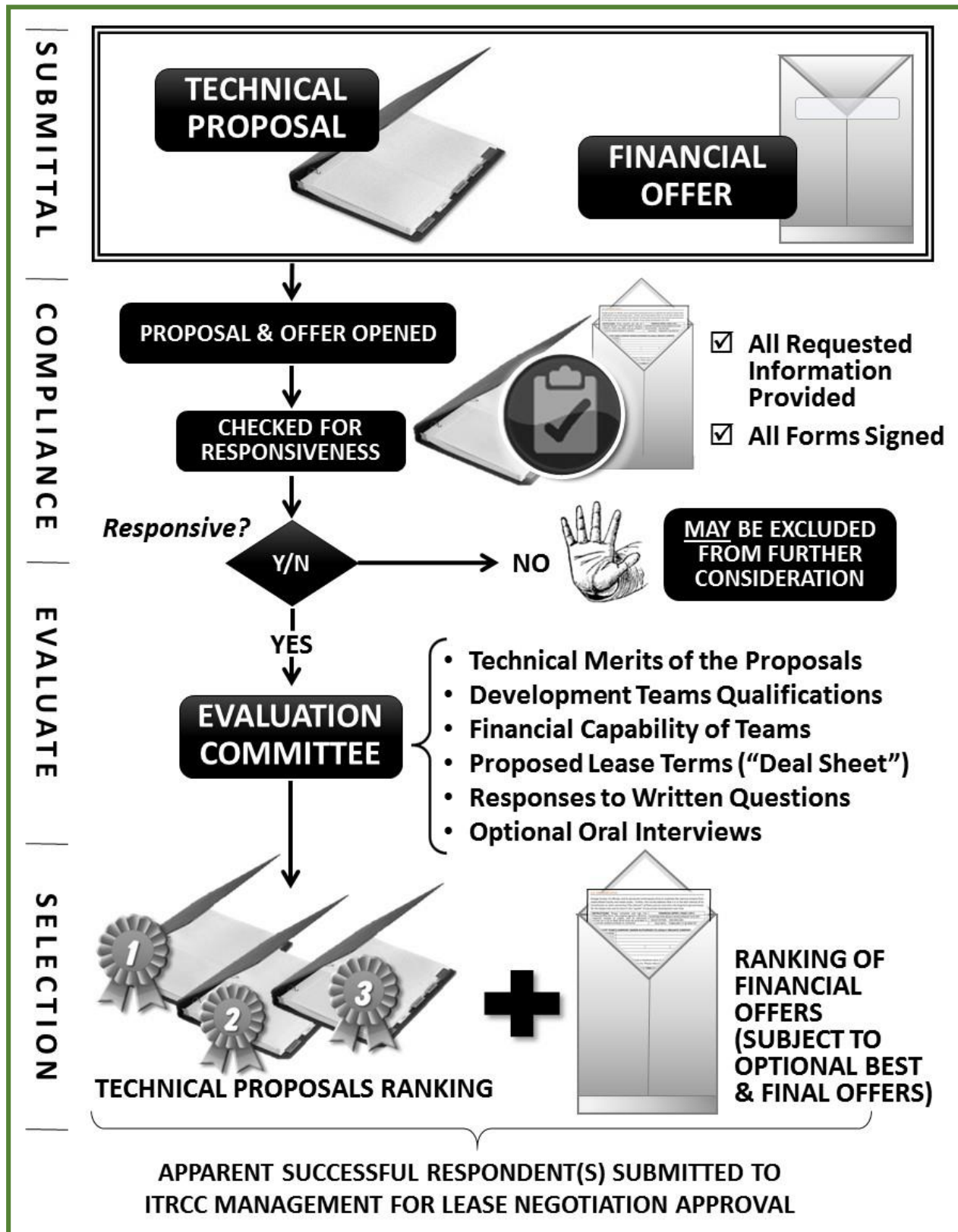
Each Technical Proposal score will be combined with the accompanying Financial Offer to select a PRIMARY DEVELOPMENT TEAM and, at our sole option, an ALTERNATE DEVELOPMENT TEAM. The ITRCC, in its sole and absolute discretion, may recommend to our management the Developer(s) whose proposals are considered the best of those submitted and with whom the ITRCC is able to negotiate fair and reasonable terms.

The recommended DEVELOPMENT TEAM(S) will be submitted to ITRCC's management for approval to enter into Ground Lease Agreement negotiations.

We will attempt to negotiate a fair and reasonable agreement with the highest ranked Developer. If we cannot negotiate a fair and reasonable agreement, we reserve the right to negotiate with the next highest ranked Developer.

ITRCC also reserves the right to make no selection as a result of this solicitation. The finalized Ground Lease Agreement will be submitted to our Senior Executives for final review and approval.

Process Overview



SECTION 1 – INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

You must read and understand the solicitation and tailor your Technical Proposal, Financial Offer, and activities to ensure compliance. This section provides essential information about submitting questions, who you can contact about this RFP, formatting your proposal, important dates, how to package your proposal and where it should be delivered, and other related matters.

1.1 SUBMISSION OF QUESTIONS

To facilitate the goals of this program, ITRCC has engaged an outside consultant to manage the solicitation process (subject to ITRCC's oversight) and to serve as the day-to-day contact person for potential Respondents. If you suspect an error in this solicitation, you must immediately notify the Proposal Process Manager identified in this section.

Proposal Process Manager:

Mr. Andy Warcaba
Andrew J. Warcaba & Associates, Inc.
PO Box 323
Dixon, IL 61021-0323
Email: andy@warcaba.com
Direct Dial: (815) 652-6690
Facsimile: (866) 482-9237

Any and all questions should be submitted via email to the Proposal Process Manager.

Receipt of each question will be acknowledged by the Proposal Process Manager within 1 (one) business day. Questions and Answers regarding this Request for Proposals will be aggregated and posted to www.IndianaTravelPlazas.com on a timely basis at regular intervals. The identity of the Questioners will not be revealed.

In accordance with the provisions of the Quiet Period (Section 1.2), do not discuss the solicitation or your proposal, directly or indirectly, with any Company officer or employee other than the named contact. We will only acknowledge written questions.

You may submit questions until the end of the business day on **Friday, August 29, 2014**.

1.2 QUIET PERIOD

The objectives of the Quiet Period are to ensure that prospective Developers competing for contracts with the Company have equal access to all information and the process of selecting a Development Team(s) is transparent, efficient, diligent and fair. The quiet period will commence upon the issuance of this solicitation and end upon award of any resulting contracts from this process.

All ITRCC staff shall refrain from communicating with potential Respondents regarding any aspect of this solicitation throughout the quiet period. Throughout the quiet period, if any Company personnel is contacted by a potential Developer in regard to this solicitation, the staff member shall refer the Developer to the Proposal Process Manager.

A potential Respondent may be disqualified from the consideration under the RFP for a knowing violation of this quiet period policy.

1.3 PRE-PROPOSAL CONFERENCE/SITE VISITS

A non-mandatory Pre-Proposal Conference will be held on **Wednesday, July 23, 2014 at 10 AM EDT** at the following location:

INDIANA TOLL ROAD CONCESSION COMPANY, LLC
52551 Ash Road
Granger, Indiana 46530

Attendees must R.S.V.P. to the Proposal Process Manager by close of business **Monday, July 21, 2014**. All parties interested in responding to this RFP are urged to attend in person. ITRCC representatives will answer questions and clarify the terms of the RFP at the meeting.

Until August 1, 2014, any or all of the Travel Plazas can be inspected by potential Respondents by appointment only. ITRCC requires that inspections be scheduled, at a minimum, 48 hours in advance.

Please be advised that location employees with access to non-public spaces are not available at all times and we request that Proposers be sensitive to the peak demands of Travel Plaza operations when scheduling.

Appointments can be arranged by contacting Ms. Tamiko Casteel, Procurement Manager, via email (tcasteel@chicagoskyway.org) or by calling (312) 552-7110.

1.4 PROPOSAL DUE DATE

Proposals (Technical Proposal and Financial Offer) are due **Friday, September 12, 2014 at 4 PM EDT**. Proposals should be sent to the Project Contact identified below. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement.

Prior to the due date, you may ship or hand-deliver proposals, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. It is the responsibility of the Offeror to ensure that delivery is made to the address stated below prior to the closing date and time. Delivery receipts are available upon request. We will not consider proposals, modifications or withdrawals received after the due date and time.

DELIVER PROPOSALS TO:
ITR Concession Company LLC
52551 Ash Road
Granger, IN 46530
ATTENTION: Andy Warcaba

LABEL OUTSIDE OF ENVELOPE/CONTAINER:
Solicitation No. ITR TRAVEL PLAZAS
Due Date: Friday, September 12, 2014 @ 4 PM EDT
Name of Entity Submitting/Address
Name of Contact/Phone Number/Email

1.5 FORMAT AND NUMBER OF COPIES

Technical Proposal: Proposals shall be prepared on standard 8 and 1/2" x 11" letter size paper. Drawings included with the proposal should be no larger than 11" x 17". The Technical Proposal Contents (Section 2) must be organized into separate tabbed sections and pages numbered.

Proposers must submit one signed in ink original (marked ORIGINAL) and 14 copies (each marked COPY) of the Technical Proposal in a sealed container. In addition, Proposers must submit 1 copy of the Technical Proposal on a CD or a flash drive in PDF format.

Financial Offer: The Proposer's Financial Offer form must be in a separate, sealed envelope with one signed in ink original (marked ORIGINAL) and 5 copies (marked COPY). Proposers must submit one copy of the Financial Offer on a CD or a flash drive in PDF format in the same envelope. A copy of a completed Excel worksheet (see Section 3.1.6) must be included on this CD or flash drive in an Excel format.

1.6 OFFER FIRM TIME

Your Financial Offer must be firm for a period of no less than 180 days or the Effective Date of the Ground Lease Agreement, whichever is later.

1.7 GOOD FAITH DEPOSIT

Prior to the start of negotiation of the Ground Lease Agreements with us, the successful Respondent(s) must provide a Good Faith Deposit of \$75,000 (SEVENTY-FIVE THOUSAND DOLLARS) in the form of a certified check.

This deposit is at risk if, during ground lease negotiations, you substantially change the terms of your Financial Offer; substantially change the proposed development program or schedule; fail to respond to the ITRCC's requests for additional information or clarifications in a timely manner; fail to provide proof of financing, insurance, or bonding; or previously failed to disclose substantive background information (e.g. major civil litigation in regard to prior projects, bankruptcies, criminal convictions, or any other matter that would reflect poorly on the ITRCC and the State of Indiana). In any of these instances the ITRCC's staff time in addressing these unanticipated issues may be deducted from the Good Faith Deposit at the our discretion.

1.8 KEY DATES

Issuance of the Request for Proposals	Monday, July 7, 2014
Non-Mandatory Pre-Proposal Conference	Wednesday, July 23, 2014 @ TBD
Last Day to Submit Questions	Friday, August 29, 2014
Proposal Due Date	Friday, September 12, 2014 @ 4 PM EDT
Oral Interview (If Required)	Monday, September 29, 2014 @ TBD
Award and Commencement of Lease Negotiations	Friday, October 31, 2014
Executed Master Ground Lease Agreements	No Later Than Monday, December 15, 2014

1.9 CONFIDENTIAL TREATMENT

All materials submitted in accordance with this solicitation become the property of Indiana Toll Road Concession Company and shall not be returned. ITRCC does not release bid tabulations and all materials shall remain confidential.

By submitting a proposal, Respondent grants ITRCC unrestricted license to use any intellectual property contained in their submission, including sharing the information provided by the unsuccessful Respondent with the successful Respondent.

1.10 RESERVATIONS

The ITRCC reserves the right to amend the solicitation and key dates; reject any or all proposals; to award by item, group of items, or grand total; and to waive minor defects. We may request

clarifications, request a presentation, or otherwise verify the contents of the proposal, including information about subcontractors and suppliers.

When considered in the best interest of the ITRCC, certain proposal requirements may be waived. Such waivers will be only for minor requirements which will not provide a material advantage for one Proposer over another.

Examples of waivable informalities are:

- Failure of a Respondent to submit information due to oversight;
- Failure of a Respondent to sign or date a bid document; or
- Failure of a Respondent to submit the requested number of proposal copies.

Waivable informalities will be considered on a case-by-case basis and will occur only when in the best interest of the ITRCC.

We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in our best interests. This competitive process may require that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your proposal.

You have no right to an award by submitting a Technical Proposal and Financial Offer.

We are not responsible for and will not pay any costs associated with the preparation and submission of your Proposal including any or all broker fees.

If you are the Awardee, you shall not commence work prior to the date all parties execute the ground lease contract, unless approved in writing in advance by an authorized ITRCC official.

IMPORTANT

The properties are offered and will be leased "as-is." It is the Respondent's responsibility to verify zoning, general plan conformity, and the feasibility of the proposed project. It is also your responsibility to conduct on-site inspections and investigations of the Development Sites to confirm the size, configuration, and condition.

1.11 PROJECT SCOPE

Since the opening of Travel Plazas over 55 years ago, passenger and commercial vehicles have become far more reliable, safe, and fuel efficient. In addition, cellular phones and high speed wireless internet service is nearly ubiquitous which allow patrons to summon roadside assistance or obtain directions.

Therefore, the ITRCC is open to redevelopment plans with potentially fewer locations with some sites dedicated to truck stop concepts. Any alternative plan must still provide a robust network of Travel Plazas along the toll road.

To that end, Respondents may propose under the following **REDEVELOPMENT OPTIONS**:

OPTION A: MASTER DEVELOPER/SINGLE POINT OF CONTACT (PREFERRED APPROACH)

Under this scenario, a single Development Team would be responsible for the entire project. At a minimum, seven of the 10 Travel Plazas would be rebuilt or extensively remodeled by your Team. You would provide all food & beverage operations, retail options, and fueling at each location. You

may also propose additional amenities and services not contemplated by this RFP such as lodging or expanded retail offerings.

The respondent may propose new construction and/or substantial remodeling of the existing buildings. Preference will be given to Development Teams proposing new construction especially at the higher-volume Travel Plazas (3 North, 3 South, 5 North, and 5 South).

If you elect to remodel some or all of the Travel Plazas, your design and construction program must result in “like new” facilities and include new and expanded restrooms, upgraded building façade and window systems, new interiors and flooring, new roof and HVAC systems, new sidewalks and parking surfaces, ADA access to all areas, and upgraded landscaping and street furniture.

If you propose closing any of the Travel Plazas, you must provide an economic justification for that action and describe how you would minimize the impact of closing(s) on the host community and traveling public. **ITRCC reserves the right to lease those properties to other parties now or in the future.**

OPTION B: MASTER DEVELOPER — MAIN TRAVEL PLAZA BUILDING ONLY

This scenario is identical in the scope and the requirements of OPTION A with the exception of the fuel and freestanding convenience store, which would be built and operated by a separate entity selected by the ITRCC.

If awarded the right to redevelop the main buildings only, you agree to cooperate with the ITRCC and the selected Fuel/Convenience Store operator(s) in finalizing site layouts, sharing site work costs in an equitable manner with the fuel operations, coordinate design elements to provide a cohesive appearance to all facilities, coordinate construction schedules, etc.

Before finalizing the ground leases with ITRCC, all parties must complete any ‘side agreements’ on the sharing of on-going maintenance costs (e.g. snow removal, landscaping), sale restrictions (Example: the freestanding convenience store may want the exclusive right to sell bottle or can sodas), or any other negotiable item to ensure cooperation between all operators.

OPTION C: FUEL AND FREESTANDING CONVENIENCE STORE ONLY

Under Option C, you may propose to design, finance, construct, and maintain a combination fueling station and convenience store at each Travel Plaza.

If awarded the right to redevelop the fuel/c-store offerings only, you agree to cooperate with the ITRCC and the selected main building developer in finalizing site layouts, sharing site work costs in an equitable manner with the main building, coordinate design elements to provide a cohesive appearance to all facilities, coordinate construction schedules, etc.

Before finalizing the ground leases with ITRCC, all parties must complete any ‘side agreements’ on the sharing of on-going maintenance costs (e.g. snow removal, landscaping), sale restrictions (Example: a burger concept in the main building may want the exclusive right to sell burger and fries on the property), or any other negotiable item to ensure cooperation between all operators.

Fuel Services proposers should also indicate their interest in developing a fuel station/convenience store at a Travel Plaza where the main building may cease operations.

OPTION D: TRUCK PLAZA DEVELOPMENT

The ITRCC will consider the conversion of Travel Plazas to truck-oriented developments. Currently, each Travel Plaza has a significant number of trucks parked overnight.

The ITRCC may elect to close our truck-only parking areas (presently, 4 locations). This action would aggregate the professional drivers need for safe overnight parking and truck-oriented services to fewer, but better equipped, locations.

ITRCC would consider truck stop proposals for any or all Travel Plazas especially 1 North (the last westbound Travel Plaza before entering Illinois and the Chicago area) and 8 South (the last eastbound Plaza before the Ohio state line).

OPTION E: ANY VIABLE ALTERNATIVE

This scenario must meet, at a minimum, the stated Project Goals outlined in the Introduction. The ITRCC will consider any viable alternative concept provided the Proposer sufficiently develops and submits a complete description of their concept and approach as part of their Proposal response.

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SECTION 2 – TECHNICAL PROPOSAL CONTENT

The following section is the outline of the information that we are requesting of you to fully understand and evaluate your proposal and the capabilities of your Development Team.

2.1 TRANSMITTAL LETTER

INSTRUCTIONS: Please complete, sign, and enclose this form with your Technical Proposal. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes may result in a Proposal being rejected.	TRANSMITTAL LETTER PAGE 1 OF 1	
	ITR TRAVEL PLAZAS REDEVELOPMENT	
	SOLICITATION: ITR TRAVEL PLAZAS	
	DUE DATE: SEPT 12, 2014 @ 4 PM EDT	

DEVELOPMENT TEAM'S POINT OF CONTACT

POINT OF CONTACT:			
TITLE:			
COMPANY NAME:			
ADDRESS:			
CITY, STATE, ZIP:			
TELEPHONE:			
EMAIL:			

DEVELOPMENT TEAM'S COMPANY SIGNOR AUTHORIZED TO LEGALLY OBLIGATE COMPANY

COMPANY SIGNOR:			
TITLE:			
COMPANY NAME:			
ADDRESS:			
CITY, STATE, ZIP:			
TELEPHONE:			
EMAIL:			

The undersigned authorized representative of the identified Developer does hereby submit this Technical Proposal in full compliance with the subject solicitation. By completing and signing this Form, you are making an offer to the Indiana Toll Road Concession Company that the ITRCC may accept.

You certify that the content of your proposal was established without collusion with other eligible Developers and without effort to preclude the ITRCC from realizing the best and highest use of these Development Sites.

By submitting your proposal, you acknowledge and agree that the governing law and forum for this solicitation is the State of Indiana. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Indiana.

AUTHORIZED COMPANY SIGNOR
(Signature of party authorized to bind the named Developer)

DATE

2.2 EXECUTIVE SUMMARY

In no more than two pages, please provide a summary of your approach to the opportunity and highlight the strengths that your team and approach will bring to the redevelopment of the Travel Plazas. [Wow us.] Also, indicate which **REDEVELOPMENT OPTION** (1.11) your Team has selected for this submittal.

2.3 PROPOSED PLAN

Provide a development plan that incorporates all or any combination of uses suitable to the location of the Development Site. Please include the following:

- 2.3.1 Provide a development plan that incorporates all or any combination of uses suitable to the location of the Development Site and an overview of the intended approach to achieve the development objectives. Your plan must incorporate the redevelopment requirements as provided in **Appendix B**.
- 2.3.2 Provide renderings of proposed options including a site plan and a complement of drawings and written documentation that summarizes the uses, concepts, design basis, and square footage for each use and location.

Proposers are encouraged to show creativity in design and development of the parcel, demonstrate a commitment to a sustainable environment by including use of energy efficiency techniques, utilization of green and open spaces, and creating an authentic sense of place.

The successful Respondent will be a champion for the great State of Indiana and demonstrate Hoosier pride and hospitality in the design and programming of the Travel Plazas. To that end, Development Teams are encouraged to contact Mr. Dan Bearss, Executive Director of the **Northern Indiana Tourism Development Commission**. NITDC is the official travel service provider for Indiana at the 10 Travel Plazas. A summary of their mission, goals, current and potential tourism programs, and contact information can be found in **Appendix B**.

- 2.3.3 Detailed description of anticipated costs to complete the development.
- 2.3.4 Provide an Operational Plan consistent with ITRCC's standards as outlined in **Appendix C**.
- 2.3.5 A projected Ten-Year Operating Statement.
- 2.3.6 Detailed schedule for the proposed development and description of Developer's approach to identifying critical path issues to ensure adherence to project budget and schedules.
- 2.3.7 Provide a Transition Plan. Your plan must minimize the disruption of services for the motoring public. At a minimum, no two adjacent Plazas along the same direction of travel can be closed at the same time. You will be responsible for signage at each closed Travel Plaza with information on alternatives for fuel and food. These alternatives can be off-road facilities or an open Travel Plaza.
- 2.3.8 Detailed description of Developer's plan to finance costs of construction, including the mix of equity and debt financing.

- 2.3.9 If applicable, provide a plan to attract and recruit businesses and individuals to the proposed development for each of its component parts. If Letters of Interest are available from potential users or tenants, please include in your proposal.
- 2.3.10 Demonstrate ownership or the use of vendors that are owned by Minorities, Women or Persons with Disabilities.

2.4 TEAM COMPOSITION

Provide a description of the Developer's proposed team. Developer shall identify all key personnel and owners as well as anticipated affiliate firms. Provide resumes for all key personnel including experience and educational background.

2.5 RELATED EXPERIENCE

- 2.5.1 **Past Project Experience:** Please provide a listing and description of at least five projects completed in the previous 10 years that demonstrate the Developer's experience in developing land opportunities for improvements, renovations and/or new construction. Please note any relevant experience working with toll road agencies or similar entities. List the projects in order of priority with the most relevant project listed first indicating: (1) project name, location, year completed and description, (2) project size (gross SF) and final total construction cost, (3) names of all affiliate firms that comprised the Developer's project team including architecture, design, engineering, construction, brokerage, financial and marketing firms, and (4) current contact information for the owner's representatives for each of the projects listed.
- 2.5.2 **References:** You and your Architect must provide references from established private firms or government agencies, (four preferred; two of each type preferred) that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the work provided. [We will check every reference.]
- 2.5.3 **Litigation and Disputes:** Please disclose if the Developer, its affiliate firms, or any of their respective principals in the past 10 years have been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or fraudulent misrepresentation, a defendant in an administrative action for deficient performance on a project, or a convicted defendant in any criminal action. [We reserve the right to search public databases for past bankruptcies, lawsuits, and convictions.]

2.6 FINANCIAL CAPABILITY

A narrative description and sufficient documentary evidence of the Developer's financial capacity to complete the development project. Describe your access to or ability to raise equity and additional capital sources. Who are the Respondent's primary or active relationships with in this regard? In particular, how will all pre-development costs for the subject site be funded?

You must at all times have financial resources sufficient, in the sole opinion of the ITRCC, to ensure performance of the development project and must provide proof upon request.

2.7 THE GROUND LEASE AGREEMENT

IMPORTANT

A well-crafted lease agreement is critical to protecting the interests of all parties in any transaction. To that end, we are providing a copy (Word and PDF) of the proposed Ground Lease Agreement for your review. The document can be accessed via **www.IndianaTravelPlazas.com**. This is the Respondent's opportunity to submit comments, a redlined contract, or proposed changes to the Agreement.

If there are no substantial changes required by the Developer, please provide an affirmative statement to that effect.

You may also submit written questions about the Ground Lease Agreement to the Proposal Process Manager identified in Section 1.1.

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SECTION 3 – FINANCIAL OFFER

As with any business, we have a responsibility to our shareholders to solicit the highest return on their real estate assets and to fully understand the basis of your financial offer. To that end, we require detailed information about your analysis of the opportunity how ground rent payments will increase over time. We appreciate your cooperation.

3.1 INSTRUCTIONS

Beginning on Page 18 of this document, you will find a **FINANCIAL OFFER FORM**. You must complete this form and sign in ink one original (marked ORIGINAL) as well as provide copies (marked COPY) and an electronic PDF version as requested in Section 1.5.

- 3.1.1 **Company Signor:** Please identify the individual who is authorized to legally obligate the Respondent. Also provide his/her title, the name of the entity, and all contact information as requested.
- 3.1.2 **Term:** For these sites, ITRCC has established a maximum term of 35 years (THIRTY-FIVE YEARS) plus two five-year extensions. Please indicate the term length that you are seeking.
- 3.1.3 **Increases in Ground Rent/Transactional Profits:** Over time, ITRCC believes that the value of this asset will increase. Therefore, Proposers shall state their proposed methodology for increasing the Ground Lease's Annual Rent Guarantees. Methodologies include:
 - (a) Indexed to the region's Consumer Price Index, Personal Consumption Expenditure (PCE), or other widely-recognized statistical measurement.
 - (b) Fixed percentage increases at proposed intervals and unrelated to market value or indexing.
 - (c) Revenue Sharing of Gross Income with minimum Annual Rent Guarantees.
 - (d) A "blend" of the above methodologies or any other approach that meets ITRCC financial goals for this project.

In addition, please indicate how ITRCC would share in the transactional profits from the sale of the leasehold to a third-party or if the project was refinanced with equity withdrawn.

- 3.1.4 **Contingencies:** Please list any contingencies (i.e. specific outstanding items that you must address in order to proceed to the lease execution).
- 3.1.5 **Financial Offer Worksheet:** An Excel worksheet has been developed by ITRCC to assist in your calculations and is available for downloading at www.IndianaTravelPlazas.com. Respondents must use this spreadsheet to ensure that the same set of formulas are used for each Financial Offer. **In addition to filling out the Financial Offer form, a copy of a completed FINANCIAL OFFER WORKSHEET must be submitted electronically as part of your Financial Offer as instructed in Section 1.5.**

The following excerpts from a sample Financial Offer Worksheet illustrate the three-step process.

The first step is to enter the percentage values as requested in the 'FINANCIAL OFFER' tab of the spreadsheet. If you are not bidding on a component of the Travel Plazas (e.g. bidding on the Main Building only), leave the non-relevant values as 0.00%.

Note: The ITRCC will rank Financial Offers primarily on the Guaranteed Ground Rents along with other factors (identified sources of equity and debt, financial capacity, development and operational experience, etc.).

1 MAIN BUILDING

Percentage of Food & Beverage Sales Offered as GROUND RENT	10.00%
Portion of Projected Food & Beverage Ground Rent <u>GUARANTEED</u>	75.00%
Percentage of Retail Sales Offered as GROUND RENT	14.00%
Portion of Projected Retail Ground Rent <u>GUARANTEED</u>	75.00%
Projected Year-to-Year Growth in Main Building Sales	2.00%

FUEL STATION & CONVENIENCE STORE

Cents Per Gallon Offered as GROUND RENT	\$0.06
Portion of Projected Fuel Ground Rent <u>GUARANTEED</u>	90.00%
Projected Year-to-Year Growth in Fuel Volumes	1.00%
Percentage of C-Store Sales Offered as GROUND RENT	12.00%
Portion of Projected C-Store Ground Rent <u>GUARANTEED</u>	80.00%
Projected Year-to-Year Growth in C-Store Sales	2.00%

The second step is to forecast Year 1 (first full operational year) for food & beverage sales, retail sales in the Main Building, gallons of fuel pumped, and sales at the Convenience Store for each location. If you are not bidding on a specific Travel Plaza or not bidding a component of a Plaza (e.g. not bidding on the Main Building), please leave the non-relevant default values to 0 (zero). All guaranteed ground rents are automatically calculated and displayed.

2

1 NORTH TRAVEL PLAZAS FINANCIAL OFFER (GUARANTEED GROUND RENT)

INITIAL TERM

YEAR	MAIN BUILDING				FUELING AND CONVENIENCE STORE			
	PROJECTED FOOD & BEVERAGE SALES	PROJECTED RETAIL SALES	FOOD & BEVERAGE GROUND RENT	RETAIL GROUND RENT	PROJECTED GALLONS OF FUEL SOLD	PROJECTED C- STORE SALES	FUEL GROUND RENT	C-STORE RENT
1	\$ 2,500,000	\$ 500,000	\$ 187,500	\$ 52,500	6,000,000	\$ 900,000	\$ 324,000	\$ 86,400
2	2,550,000	510,000	191,250	53,550	6,060,000	918,000	327,240	\$ 88,128
3	2,601,000	520,200	195,075	54,621	6,120,600	936,360	330,512	\$ 89,891
4	2,653,020	530,604	198,977	55,713	6,181,806	955,087	333,818	\$ 91,688
5	2,706,080	541,216	202,956	56,828	6,243,624	974,189	337,156	\$ 93,522
6	2,760,202	552,040	207,015	57,964	6,306,060	993,673	340,527	\$ 95,393
7	2,815,406	563,081	211,155	59,124	6,369,121	1,013,546	343,933	\$ 97,300
Calculated Guaranteed Ground Rents				Calculated Guaranteed Ground Rents				

From your entries, the BID FORM tab will be automatically calculated and provide the guaranteed ground rent values to be entered into the FINANCIAL OFFER FORM (**Section 3.2**) and signed by party authorized to bind the named Developer. All ground rents are payable in 12 equal installments. ITRCC's preference is that your financial offer be expressed as a percentage of sales (cents per gallon for fueling) or guaranteed ground rent, whichever is higher.

If you are seeking a shorter term or do not want the additional renewal options, simply enter 0 (zero) for those years on the signed, printed form. You are not obligated to use the calculated values in your signed Financial Offer as long as your response to **Section 3.1.3** adequately explains your methodology.

If you are using an alternative methodology for increasing guaranteed ground rents over time, you must still complete and submit the FINANCIAL OFFER WORKSHEET in an Excel format.

3

Calculated Guaranteed Ground Rents

YEAR	MAIN BUILDINGS RENT	CONVENIENCE STORES RENT	FUEL SERVICES	TOTALS
1	\$ 2,657,475	\$ 729,600	\$ 2,378,700	\$ 5,765,775
2	\$ 2,710,625	\$ 744,192	\$ 2,402,487	\$ 5,857,304
3	\$ 2,764,837	\$ 759,076	\$ 2,426,512	\$ 5,950,425
4	\$ 2,820,134	\$ 774,257	\$ 2,450,777	\$ 6,045,168
5	\$ 2,876,536	\$ 789,743	\$ 2,475,285	\$ 6,141,564
6	\$ 2,934,067	\$ 805,537	\$ 2,500,038	\$ 6,239,642
7	\$ 2,992,748	\$ 821,648	\$ 2,525,038	\$ 6,339,435
8	\$ 3,052,603	\$ 838,081	\$ 2,550,288	\$ 6,440,973
9	\$ 3,113,656	\$ 854,843	\$ 2,575,791	\$ 6,544,289
10	\$ 3,175,929	\$ 871,940	\$ 2,601,549	\$ 6,649,417

3.1.6 **Signature:** A duly authorized officer who can bind the Proposer to the Financial Offer must sign and date the form as indicated.

THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK

INSTRUCTIONS: Please complete and sign this Financial Offer form. The original signed in ink form, required number of copies, and an electronic PDF version on a CD or flash drive must be provided in a separate <u>sealed</u> envelope or container.	FINANCIAL OFFER FORM		
	ITR TRAVEL PLAZAS REDEVELOPMENT		
	SOLICITATION: ITR TRAVEL PLAZAS		
	DUE DATE: SEPT 12, 2014 @ 4 PM EDT		

DEVELOPMENT TEAM'S COMPANY SIGNOR AUTHORIZED TO LEGALLY OBLIGATE COMPANY

NAME:			
TITLE:			
COMPANY NAME:			
ADDRESS:			
CITY, STATE, ZIP:			
TELEPHONE:			
EMAIL:			

Please indicate which Indiana Travel Plazas your Financial Offer covers (Check all that apply):

NO.	PLAZA NAME	MILE POST	DIRECTION	FINANCIAL OFFER FOR THE FOLLOWING:		
1 North	JT McCutcheon	22	Westbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
1 South	George Ade	22	Eastbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
3 North	Wilbur Shaw	56	Westbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
3 South	Knute Rockne	56	Eastbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
5 North	Henry Schricker	90	Westbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
5 South	George Craig	90	Eastbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
7 North	Ernie Pyle	126	Westbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
7 South	Gene S. Porter	126	Eastbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
8 North	Booth Tarkington	146	Westbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid
8 South	James W. Riley	146	Eastbound	☐ Main Building	☐ Fuel & C-Store	☐ No Bid

Starting on the following page, please fill out the following form for Years 1 through 35 and (if applicable) for each of the 5 Year Options. The entered values must correspond with the values in the **FINANCIAL OFFER WORKSHEET (Excel)** for Guaranteed Minimum Ground Rents. The completed spreadsheet must be submitted with your Proposal on a CD or flash drive.

3.2 FINANCIAL OFFER FORM

YEAR	MAIN BUILDINGS RENT	CONVENIENCE STORES RENT	FUEL SERVICES	TOTALS
1	\$ _____	\$ _____	\$ _____	\$ _____
2	\$ _____	\$ _____	\$ _____	\$ _____
3	\$ _____	\$ _____	\$ _____	\$ _____
4	\$ _____	\$ _____	\$ _____	\$ _____
5	\$ _____	\$ _____	\$ _____	\$ _____
6	\$ _____	\$ _____	\$ _____	\$ _____
7	\$ _____	\$ _____	\$ _____	\$ _____
8	\$ _____	\$ _____	\$ _____	\$ _____
9	\$ _____	\$ _____	\$ _____	\$ _____
10	\$ _____	\$ _____	\$ _____	\$ _____
11	\$ _____	\$ _____	\$ _____	\$ _____
12	\$ _____	\$ _____	\$ _____	\$ _____
13	\$ _____	\$ _____	\$ _____	\$ _____
14	\$ _____	\$ _____	\$ _____	\$ _____
15	\$ _____	\$ _____	\$ _____	\$ _____
16	\$ _____	\$ _____	\$ _____	\$ _____
17	\$ _____	\$ _____	\$ _____	\$ _____
18	\$ _____	\$ _____	\$ _____	\$ _____
19	\$ _____	\$ _____	\$ _____	\$ _____
20	\$ _____	\$ _____	\$ _____	\$ _____

3.2 FINANCIAL OFFER FORM

YEAR	MAIN BUILDINGS RENT	CONVENIENCE STORES RENT	FUEL SERVICES	TOTALS
21	\$ _____	\$ _____	\$ _____	\$ _____
22	\$ _____	\$ _____	\$ _____	\$ _____
23	\$ _____	\$ _____	\$ _____	\$ _____
24	\$ _____	\$ _____	\$ _____	\$ _____
25	\$ _____	\$ _____	\$ _____	\$ _____
26	\$ _____	\$ _____	\$ _____	\$ _____
27	\$ _____	\$ _____	\$ _____	\$ _____
28	\$ _____	\$ _____	\$ _____	\$ _____
29	\$ _____	\$ _____	\$ _____	\$ _____
30	\$ _____	\$ _____	\$ _____	\$ _____
31	\$ _____	\$ _____	\$ _____	\$ _____
32	\$ _____	\$ _____	\$ _____	\$ _____
33	\$ _____	\$ _____	\$ _____	\$ _____
34	\$ _____	\$ _____	\$ _____	\$ _____
35	\$ _____	\$ _____	\$ _____	\$ _____
FIRST OPTION (YEARS 36 – 40)				
36	\$ _____	\$ _____	\$ _____	\$ _____
37	\$ _____	\$ _____	\$ _____	\$ _____
38	\$ _____	\$ _____	\$ _____	\$ _____
39	\$ _____	\$ _____	\$ _____	\$ _____

YEAR	MAIN BUILDINGS RENT	CONVENIENCE STORES RENT	FUEL SERVICES	TOTALS
40	\$ _____	\$ _____	\$ _____	\$ _____
SECOND OPTION (YEARS 41 – 45)				
41	\$ _____	\$ _____	\$ _____	\$ _____
42	\$ _____	\$ _____	\$ _____	\$ _____
43	\$ _____	\$ _____	\$ _____	\$ _____
44	\$ _____	\$ _____	\$ _____	\$ _____
45	\$ _____	\$ _____	\$ _____	\$ _____
MAIN BUILDINGS TOTAL		CONVENIENCE STORES TOTAL	FUEL SERVICES TOTAL	GRAND TOTAL
\$ _____		\$ _____	\$ _____	\$ _____

SIGNATURE

The undersigned authorized representative of the identified Developer does hereby submit this Financial Offer in full compliance with the subject solicitation. By completing and signing this Form, you are making an offer to the Indiana Toll Road Concession Company, LLC that ITRCC may accept.

You certify that this Financial Offer was established without collusion with other eligible Developers and without effort to preclude ITRCC from maximizing its financial return on these Sites.

By submitting your Financial Offer, you acknowledge and agree that the governing law and forum for this solicitation is the State of Indiana. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Indiana.

 AUTHORIZED COMPANY SIGNOR
 (Signature of party authorized to bind the named Developer)

 DATE

SECTION 4 – EVALUATING YOUR PROPOSAL

Subject to waivable informalities, ITRCC staff will first assess the Developer's compliance with and adherence to the requirements of the solicitation. Any Technical Proposal which is incomplete and missing key components necessary to fully evaluate the response may, at the discretion of ITRCC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

Next, an Evaluation Committee, which will include ITRCC staff, will review and evaluate the Technical Proposals. We reserve the right to enlist independent consultants, State and local personnel, and other stakeholders to assist with the evaluation of all or any portion of a Proposal, as it deems necessary.

The Criteria for the evaluations will include a) the Developer's approach to the site and proposed programming, b) team's qualifications and references, c) experience with other developments similar to the proposed scope, d) implementation plan, and e) financial strength of the Developer and ability to raise capital through equity/debt financing. We will consider the information you supply or do not supply, and the quality of that information when evaluating your proposal. If we find a failure or deficiency, we may reject it or reflect that in the evaluation. We reserve the right to seek publicly available information about the Development Team.

We may ask you for an oral interview on the date listed in KEY DATES (Section 1.8). We also may send you written questions and ask for written responses within 5 business days.

In addition, Financial Offers will be opened and ranked based on Net Present Value and financial viability.

Prior to contract award, submittals shall be accessible only to members of the Evaluation Committee or other ITRCC personnel having a legitimate interest in them. All proposals will be treated as confidential; the document will only be circulated to individuals deemed appropriate by ITRCC.

The Developer(s) with the highest combined Technical Proposal (weighted 50%) and Financial Offer (weighted 50%) scores will be recommended to the Company's management for approval to finalize the Ground Lease Agreements.

Based on their approval, we will conclude our negotiations and submit the final documents to our senior executives for final review and approval.

SECTION 5 – ADDITIONAL INFORMATION

We have provided the following documents on www.IndianaTravelPlazas.com to assist with preparation of your proposal:

1. Draft of Proposed **GROUND LEASE AGREEMENT** (Word and PDF)
2. **FINANCIAL OFFER** Template (EXCEL) – This must be downloaded, completed, and submitted in the Excel file format as part of your Financial Offer
3. **SITE CONDITIONS REPORTS** (PDF)

SECTION 6 – THANK YOU

In business, as in life, we don't say "Thank You" nearly enough. Thank you for your interest in this project and the critical skills that you can bring to the opportunity. We look forward to your input, ideas, and responses.

Appendix A

Sales Data and Fuel Volumes Traffic Counts by Location

REVENUE BY CONCEPT (1 OF 2)

	2009	2010	2011	2012	2013	Grand Total		2009	2010	2011	2012	2013	Grand Total
1 North							1 South						
Atlas-BP							Atlas-BP						
Gas	3,990,307	4,375,327	3,317,128	3,401,351	3,352,187	18,436,301	Gas	3,221,533	3,514,850	2,565,534	2,702,922	2,682,488	14,687,327
Diesel	4,279,673	3,916,504	3,935,801	3,156,801	2,889,261	18,178,040	Diesel	3,050,192	3,024,222	2,715,733	2,134,326	2,171,668	13,096,140
Gas C-Store	\$ 671,639	\$ 565,638	\$ 489,168	\$ 509,641	\$ 544,608	\$ 2,780,693	Gas C-Store	\$ 649,657	\$ 542,629	\$ 470,114	\$ 466,570	\$ 534,575	\$ 2,663,545
Hardees							Hardees						
Hardees	\$ 761,615	\$ 815,497	\$ 826,926	\$ 903,823	\$ 952,904	\$ 4,260,763	Hardees	\$ 1,263,022	\$ 1,358,286	\$ 1,395,340	\$ 1,370,065	\$ 1,392,484	\$ 6,779,198
Fazoli's	\$ 342,188	\$ 52,452				\$ 394,639	Fazoli's	\$ 535,292	\$ 94,520				\$ 629,812
Gloria Jeans	\$ 226,519	\$ 239,522	\$ 242,303	\$ 253,277	\$ 255,138	\$ 1,216,759	Gloria Jeans	\$ 291,508	\$ 273,355	\$ 264,369	\$ 263,478	\$ 270,510	\$ 1,363,218
Hershey's	\$ 169,852	\$ 156,903	\$ 140,705	\$ 156,191	\$ 155,820	\$ 779,471	Hershey's	\$ 210,645	\$ 199,318	\$ 175,460	\$ 236,935	\$ 239,637	\$ 1,061,995
Red Burrito	\$ 177,917	\$ 190,686	\$ 150,939	\$ 129,699	\$ 649,242		Red Burrito	\$ 254,216	\$ 274,818	\$ 197,001	\$ 179,455	\$ 905,491	
Travel Mart	\$ 643,296	\$ 702,125	\$ 699,610	\$ 702,647	\$ 718,381	\$ 3,466,059	Travel Mart	\$ 887,172	\$ 905,410	\$ 901,522	\$ 895,876	\$ 1,817,275	\$ 5,407,255
Lotto Sales	\$ 152,451	\$ 125,645	\$ 121,164	\$ 131,088	\$ 123,051	\$ 653,399	Lotto Sales	\$ 196,807	\$ 168,723	\$ 138,765	\$ 176,435	\$ 170,540	\$ 851,269
Outside Vending	\$ 7,865	\$ 6,828	\$ 4,144	\$ 6,797	\$ 8,257	\$ 33,892	Outside Vending	\$ 8,308	\$ 6,665	\$ 4,195	\$ 6,810	\$ 8,346	\$ 34,325
Total 1N Hardees	\$ 2,303,785	\$ 2,276,887	\$ 2,225,539	\$ 2,304,763	\$ 2,343,250	\$ 11,454,224	Total 1S Hardees	\$ 3,392,754	\$ 3,260,493	\$ 3,154,469	\$ 3,146,600	\$ 4,078,247	\$ 17,032,564
3 North							3 South						
Atlas-BP							Atlas-BP						
Gas	2,996,706	3,097,708	2,592,070	2,448,599	2,686,008	13,821,091	Gas	2,792,879	3,019,106	2,525,590	2,382,690	2,540,928	13,261,193
Diesel	1,848,273	1,682,252	1,775,579	1,533,580	1,486,414	8,326,097	Diesel	1,778,342	1,772,803	1,806,844	1,457,761	1,376,146	8,191,896
Gas C-Store	\$ 388,859	\$ 311,817	\$ 280,172	\$ 261,487	\$ 514,904	\$ 1,757,238	Gas C-Store	\$ 388,320	\$ 330,923	\$ 304,294	\$ 273,066	\$ 345,913	\$ 1,642,516
McDonalds							McDonalds						
McDonalds	\$ 1,731,801	\$ 1,746,975	\$ 1,753,693	\$ 1,779,418	\$ 1,810,671	\$ 8,822,558	McDonalds	\$ 2,863,234	\$ 2,902,722	\$ 2,851,805	\$ 2,855,671	\$ 2,848,563	\$ 14,321,995
Dairy Queen	\$ 350,000	\$ 352,194	\$ 350,805	\$ 390,113	\$ 387,967	\$ 1,481,079	Dairy Queen	\$ 560,000	\$ 557,223	\$ 533,328	\$ 538,706	\$ 539,277	\$ 2,168,534
SB Chocolate	\$ 250,000	\$ 282,343	\$ 287,844	\$ 287,010	\$ 292,991	\$ 1,150,188	SB Chocolate	\$ 360,000	\$ 367,239	\$ 380,966	\$ 371,036	\$ 386,190	\$ 1,505,430
Travel Mart	\$ 580,593	\$ 623,127	\$ 609,047	\$ 646,443	\$ 632,692	\$ 3,091,902	Travel Mart	\$ 858,436	\$ 946,315	\$ 910,271	\$ 986,744	\$ 959,566	\$ 4,661,331
Total 3N McDonalds	\$ 2,912,395	\$ 3,004,640	\$ 3,001,388	\$ 3,102,984	\$ 3,124,322	\$ 15,145,728	Total 3S McDonalds	\$ 4,641,669	\$ 4,773,498	\$ 4,676,370	\$ 4,752,157	\$ 4,733,595	\$ 23,577,290
3 North							3 South						
Atlas-BP							Atlas-BP						
Gas	2,996,706	3,097,708	2,592,070	2,448,599	2,686,008	13,821,091	Gas	2,792,879	3,019,106	2,525,590	2,382,690	2,540,928	13,261,193
Diesel	1,848,273	1,682,252	1,775,579	1,533,580	1,486,414	8,326,097	Diesel	1,778,342	1,772,803	1,806,844	1,457,761	1,376,146	8,191,896
Gas C-Store	\$ 388,859	\$ 311,817	\$ 280,172	\$ 261,487	\$ 514,904	\$ 1,757,238	Gas C-Store	\$ 388,320	\$ 330,923	\$ 304,294	\$ 273,066	\$ 345,913	\$ 1,642,516
McDonalds							McDonalds						
McDonalds	\$ 1,731,801	\$ 1,746,975	\$ 1,753,693	\$ 1,779,418	\$ 1,810,671	\$ 8,822,558	McDonalds	\$ 2,863,234	\$ 2,902,722	\$ 2,851,805	\$ 2,855,671	\$ 2,848,563	\$ 14,321,995
Dairy Queen	\$ 350,000	\$ 352,194	\$ 350,805	\$ 390,113	\$ 387,967	\$ 1,481,079	Dairy Queen	\$ 560,000	\$ 557,223	\$ 533,328	\$ 538,706	\$ 539,277	\$ 2,168,534
SB Chocolate	\$ 250,000	\$ 282,343	\$ 287,844	\$ 287,010	\$ 292,991	\$ 1,150,188	SB Chocolate	\$ 360,000	\$ 367,239	\$ 380,966	\$ 371,036	\$ 386,190	\$ 1,505,430
Travel Mart	\$ 580,593	\$ 623,127	\$ 609,047	\$ 646,443	\$ 632,692	\$ 3,091,902	Travel Mart	\$ 858,436	\$ 946,315	\$ 910,271	\$ 986,744	\$ 959,566	\$ 4,661,331
Total 3N McDonalds	\$ 2,912,395	\$ 3,004,640	\$ 3,001,388	\$ 3,102,984	\$ 3,124,322	\$ 15,145,728	Total 3S McDonalds	\$ 4,641,669	\$ 4,773,498	\$ 4,676,370	\$ 4,752,157	\$ 4,733,595	\$ 23,577,290
5 North							5 South						
Atlas-BP							Atlas-BP						
Gas	2,684,678	2,942,372	2,221,639	2,026,775	2,362,911	12,238,375	Gas	2,100,138	2,349,008	1,833,249	1,729,227	1,996,323	10,007,944
Diesel	1,605,040	1,482,422	1,520,940	1,375,275	1,377,308	7,360,985	Diesel	1,709,792	1,562,558	1,633,232	1,320,488	1,221,700	7,447,770
Gas C-Store	\$ 353,426	\$ 289,876	\$ 297,268	\$ 312,704	\$ 381,139	\$ 1,634,412	Gas C-Store	\$ 373,183	\$ 295,404	\$ 312,199	\$ 301,154	\$ 376,844	\$ 1,658,784
HMS							HMS						
Burger King	\$ 1,081,177	\$ 1,082,240	\$ 886,246	\$ 825,216	\$ 974,631	\$ 4,849,509	Burger King	\$ 1,050,701	\$ 1,015,053	\$ 991,799	\$ 1,008,974	\$ 1,126,167	\$ 5,192,693
KFC	\$ 199,975	\$ 215,805	\$ 206,237	\$ 205,366	\$ 206,495	\$ 1,033,877	KFC	\$ 206,713	\$ 223,022	\$ 209,354	\$ 208,662	\$ 209,104	\$ 1,056,856
Pizza Hut	\$ 195,351	\$ 213,156	\$ 206,014	\$ 195,963	\$ 192,478	\$ 1,002,962	Pizza Hut	\$ 208,334	\$ 210,965	\$ 206,860	\$ 196,254	\$ 185,711	\$ 1,008,125
Starbucks	\$ 536,520	\$ 575,830	\$ 603,562	\$ 604,259	\$ 663,215	\$ 2,983,385	Starbucks	\$ 577,129	\$ 626,494	\$ 679,583	\$ 746,146	\$ 821,411	\$ 3,450,764
Travel Mart	\$ 569,595	\$ 645,384	\$ 674,134	\$ 707,731	\$ 697,450	\$ 3,294,294	Travel Mart	\$ 791,702	\$ 822,918	\$ 734,710	\$ 770,855	\$ 791,146	\$ 3,911,331
Total 5N HMS	\$ 2,582,618	\$ 2,732,414	\$ 2,576,193	\$ 2,538,535	\$ 2,734,268	\$ 13,164,028	Total 5S HMS	\$ 2,834,579	\$ 2,898,453	\$ 2,822,306	\$ 2,930,891	\$ 3,133,538	\$ 14,619,768

REVENUE BY CONCEPT (2 OF 2)

7 North							7 South						
Berryman							Berryman						
Gas	1,176,230	1,181,113	975,035	998,984	1,039,139	5,370,500	Gas	970,648	974,110	850,621	942,318	936,178	4,673,875
Diesel	1,051,421	1,001,877	934,596	961,592	833,474	4,782,959	Diesel	1,231,729	1,076,125	1,039,742	967,130	845,995	5,160,721
Gas C-Store	\$ 242,669	\$ 196,508	\$ 163,169	\$ 143,830	\$ 141,530	\$ 887,706	Gas C-Store	\$ 254,979	\$ 207,692	\$ 175,348	\$ 150,913	\$ 148,010	\$ 936,943
Hardees							Hardees						
Hardees	\$ 811,234	\$ 856,291	\$ 818,441	\$ 796,640	\$ 845,788	\$ 4,128,393	Hardees	\$ 828,288	\$ 930,955	\$ 921,474	\$ 953,273	\$ 978,272	\$ 4,612,262
Fazoli's	\$ 430,828	\$ 35,331				\$ 466,159	Fazoli's	\$ 401,261	\$ 52,486				\$ 453,747
Gloria Jeans	\$ 204,563	\$ 200,248	\$ 183,700	\$ 171,198	\$ 173,393	\$ 933,102	Gloria Jeans	\$ 195,484	\$ 203,106	\$ 188,550	\$ 194,383	\$ 191,992	\$ 973,515
Hershey's	\$ 142,876	\$ 112,982	\$ 113,755	\$ 122,879	\$ 143,332	\$ 635,825	Hershey's	\$ 133,633	\$ 120,456	\$ 128,736	\$ 142,965	\$ 140,065	\$ 665,855
Red Burrito		\$ 228,013	\$ 229,554	\$ 161,984	\$ 139,221	\$ 758,772	Red Burrito		\$ 220,510	\$ 256,031	\$ 176,978	\$ 157,756	\$ 811,274
Lotto Sales	\$ 127,119	\$ 87,112	\$ 83,114	\$ 84,868	\$ 105,184	\$ 487,396	Lotto Sales	\$ 120,532	\$ 97,210	\$ 103,263	\$ 104,703	\$ 113,296	\$ 539,005
Outside Vending	\$ 3,892	\$ 948	\$ 321	\$ 423	\$ 1,638	\$ 7,222	Outside Vending	\$ 5,027	\$ 2,587	\$ 1,297	\$ 3,442	\$ 4,349	\$ 16,701
Travel Mart	\$ 557,771	\$ 584,297	\$ 540,943	\$ 519,390	\$ 526,442	\$ 2,728,843	Travel Mart	\$ 585,494	\$ 632,455	\$ 620,644	\$ 614,590	\$ 604,887	\$ 3,058,069
Total 7N Hardees	\$ 2,278,282	\$ 2,105,222	\$ 1,969,828	\$ 1,857,381	\$ 1,934,998	\$ 10,145,712	Total 7S Hardees	\$ 2,269,720	\$ 2,259,765	\$ 2,219,995	\$ 2,190,334	\$ 2,190,616	\$ 11,130,429
8 North							8 South						
Berryman							Berryman						
Gas	2,213,430	2,266,404	1,450,814	1,155,952	1,075,228	8,161,828	Gas	994,856	1,036,066	887,770	909,364	895,735	4,723,790
Diesel	1,929,246	1,747,123	1,488,219	1,267,913	1,021,801	7,454,302	Diesel	1,948,726	1,690,726	1,531,213	1,315,489	1,156,140	7,642,294
Gas C-Store	\$ 357,335	\$ 316,942	\$ 232,696	\$ 184,227	\$ 182,056	\$ 1,273,258	Gas C-Store	\$ 256,318	\$ 207,201	\$ 162,771	\$ 152,406	\$ 156,492	\$ 935,188
McDonalds							McDonalds						
McDonalds	\$ 1,978,895	\$ 2,012,663	\$ 1,605,463	\$ 1,354,570	\$ 1,427,509	\$ 8,379,099	McDonalds	\$ 1,195,209	\$ 1,244,512	\$ 1,205,967	\$ 1,191,475	\$ 1,276,439	\$ 6,113,602
Dairy Queen	\$ 500,000	\$ 593,502	\$ 402,945	\$ -	\$ -	\$ 996,447	Dairy Queen	\$ 250,000	\$ 284,187	\$ 218,873	\$ -	\$ -	\$ 503,060
Iones Candies	\$ 200,000	\$ 332,464	\$ 290,422	\$ 217,886	\$ 193,020	\$ 1,033,791	Iones Candies	\$ 150,000	\$ 184,275	\$ 201,906	\$ 188,752	\$ 189,386	\$ 764,319
Travel Mart	\$ 409,316	\$ 680,910	\$ 521,532	\$ 442,648	\$ 446,333	\$ 2,500,740	Travel Mart	\$ 652,712	\$ 410,596	\$ 394,266	\$ 382,897	\$ 392,799	\$ 2,233,270
Total 8N McDonalds	\$ 3,088,211	\$ 3,619,538	\$ 2,820,362	\$ 2,015,104	\$ 2,066,862	\$ 13,610,076	Total 8SMcDonalds	\$ 2,247,921	\$ 2,123,570	\$ 2,021,012	\$ 1,763,124	\$ 1,858,624	\$ 10,014,251

TRAFFIC DATA (ADT)

Eastbound

	2009	2010	2011	2012	2013	5 Year Average
1 South						
Light ADT	11,000	11,100	11,279	11,416	11,832	11,509
Heavy ADT	4,700	4,800	4,938	5,051	5,067	5,019
TOTAL ADT	15,700	15,900	16,217	16,467	16,899	16,528
3 South						
Light ADT	8,731	8,886	8,536	8,501	8,640	8,559
Heavy ADT	4,225	4,403	4,511	4,578	4,688	4,592
TOTAL ADT	12,956	13,289	13,046	13,079	13,328	13,151
5 South						
Light ADT	8,991	9,145	8,872	8,804	9,165	8,947
Heavy ADT	4,137	4,271	4,372	4,445	4,555	4,457
TOTAL ADT	13,127	13,416	13,244	13,249	13,720	13,404
7 South						
Light ADT	6,316	6,529	6,229	6,136	6,347	6,237
Heavy ADT	4,098	4,242	4,330	4,377	4,490	4,399
TOTAL ADT	10,414	10,771	10,559	10,513	10,837	10,636
8 South						
Light ADT	5,942	6,150	5,870	5,805	5,946	5,874
Heavy ADT	4,033	4,195	4,280	4,324	4,402	4,335
TOTAL ADT	9,975	10,345	10,150	10,129	10,348	10,209
Eastbound Total ADT						
Light ADT	40,980	41,809	40,785	40,661	41,931	41,126
Heavy ADT	21,192	21,911	22,430	22,776	23,203	22,803
TOTAL ADT	62,172	63,721	63,215	63,437	65,133	63,928

Westbound

	2009	2010	2011	2012	2013	5 Year Average
1 North						
Light ADT	11,000	11,100	11,279	11,416	11,832	11,509
Heavy ADT	4,700	4,800	4,938	5,051	5,067	5,019
TOTAL ADT	15,700	15,900	16,217	16,467	16,899	16,528
3 North						
Light ADT	8,731	8,886	8,536	8,501	8,640	8,559
Heavy ADT	4,225	4,403	4,511	4,578	4,688	4,592
TOTAL ADT	12,956	13,289	13,046	13,079	13,328	13,151
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TOTAL ADT	13,127	13,416	13,244	13,249	13,720	13,404
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Light ADT	6,316	6,529	6,229	6,136	6,347	6,237
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TOTAL ADT	10,414	10,771	10,559	10,513	10,837	10,636
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Light ADT	5,942	6,150	5,870	5,805	5,946	5,874
Heavy ADT	4,033	4,195	4,280	4,324	4,402	4,335
TOTAL ADT	9,975	10,345	10,150	10,129	10,348	10,209
Westbound Total ADT						
Light ADT	40,980	41,809	40,785	40,661	41,931	41,126
Heavy ADT	21,192	21,911	22,430	22,776	23,203	22,803
TOTAL ADT	62,172	63,721	63,215	63,437	65,133	63,928

TRAFFIC DATA (PERCENTAGE CHANGE)

ADT Change

	2009	2010	2011	2012	2013	5 Year Change
1 South						
Light ADT		0.9%	1.6%	1.2%	3.6%	7.6%
Heavy ADT		2.1%	2.9%	2.3%	0.3%	7.8%
TOTAL ADT		1.3%	2.0%	1.5%	2.6%	7.6%
3 South						
Light ADT		1.8%	-3.9%	-0.4%	1.6%	-1.0%
Heavy ADT		4.2%	2.5%	1.5%	2.4%	11.0%
TOTAL ADT		2.6%	-1.8%	0.3%	1.9%	2.9%
5 South						
Light ADT		1.7%	-3.0%	-0.8%	4.1%	1.9%
Heavy ADT		3.2%	2.4%	1.7%	2.5%	10.1%
TOTAL ADT		2.2%	-1.3%	0.0%	3.6%	4.5%
7 South						
Light ADT		3.4%	-4.6%	-1.5%	3.4%	0.5%
Heavy ADT		3.5%	2.1%	1.1%	2.6%	9.6%
TOTAL ADT		3.4%	-2.0%	-0.4%	3.1%	4.1%
8 South						
Light ADT		3.5%	-4.6%	-1.1%	2.4%	0.1%
Heavy ADT		4.0%	2.0%	1.0%	1.8%	9.2%
TOTAL ADT		3.7%	-1.9%	-0.2%	2.2%	3.7%
Eastbound Total ADT						
Light ADT		2.0%	-2.4%	-0.3%	3.1%	2.3%
Heavy ADT		3.4%	2.4%	1.5%	1.9%	9.5%
TOTAL ADT		2.5%	-0.8%	0.4%	2.7%	4.8%

ADT Change

	2009	2010	2011	2012	2013	5 Year Change
1 South						
Light ADT		0.9%	1.6%	1.2%	3.6%	7.6%
Heavy ADT		2.1%	2.9%	2.3%	0.3%	7.8%
TOTAL ADT		1.3%	2.0%	1.5%	2.6%	7.6%
3 South						
Light ADT		1.8%	-3.9%	-0.4%	1.6%	-1.0%
Heavy ADT		4.2%	2.5%	1.5%	2.4%	11.0%
TOTAL ADT		2.6%	-1.8%	0.3%	1.9%	2.9%
5 South						
Light ADT		1.7%	-3.0%	-0.8%	4.1%	1.9%
Heavy ADT		3.2%	2.4%	1.7%	2.5%	10.1%
TOTAL ADT		2.2%	-1.3%	0.0%	3.6%	4.5%
7 South						
Light ADT		3.4%	-4.6%	-1.5%	3.4%	0.5%
Heavy ADT		3.5%	2.1%	1.1%	2.6%	9.6%
TOTAL ADT		3.4%	-2.0%	-0.4%	3.1%	4.1%
8 South						
Light ADT		3.5%	-4.6%	-1.1%	2.4%	0.1%
Heavy ADT		4.0%	2.0%	1.0%	1.8%	9.2%
TOTAL ADT		3.7%	-1.9%	-0.2%	2.2%	3.7%
Eastbound Total ADT						
Light ADT		2.0%	-2.4%	-0.3%	3.1%	2.3%
Heavy ADT		3.4%	2.4%	1.5%	1.9%	9.5%
TOTAL ADT		2.5%	-0.8%	0.4%	2.7%	4.8%

Appendix B

Redevelopment Requirements

Introduction

The Indiana Toll Road Concession Company has set minimum standards for the redevelopment of the Travel Plazas. If your Team is selected to redevelop – in whole or in part – this high-profile portfolio, you must agree to include the following elements into the project.

Respondents are encouraged to incorporate their approach to these requirements into their design and design narrative as requested in Sections 2.3.1 and 2.3.2.

ITRCC must review and approve all design concepts, development plans, specifications and design calculations during the design process to ensure the designs, standards, quality and performance are met. ITRCC reserves the right to require specific design standards, revisions, alterations, modifications or other requirements it deems necessary to provide optimal comfort, convenience, safety and service at the Travel Plazas. Designs must be flexible to allow for adapting to changing customer needs and expectations.

Licenses and Permits

If you are selected, you shall promptly comply with all statutes, ordinances, rules and regulations of any government whether federal, state, county or municipal or any department, agency or State applicable to the Premises or any construction therein or renovations thereof. You shall apply for and obtain in a timely manner, at your sole cost and expense, all necessary federal, state and municipal approvals and permits necessary for the commencement of construction and the subsequent occupation of the buildings.

Site Layout

Each property must make provisions for the following:

1. Maximizing Parking Spaces for Motorists.
2. Pre-Cast Concrete Security Bollards Between the Parking Field and the Main Entrance.
3. Separate Tractor-Trailer Parking Situated in Dedicated Area.
4. Separate Employee Parking (Recommended, But Not Required).
5. ADA Access to All Outdoor Areas and ADA Parking.
6. Outdoor Picnic Area.
7. Outdoor Seating (e.g. Benches).
8. High Quality Landscaping Throughout the Site.
9. Pet Walking Area with a Dedicated Receptacle for Pet Waste.
10. Outside Smoking Area Situated Away from Entrances and Other Activities (e.g. Picnic Area).
11. Accommodation for Buses Including a Drop-Off/Pick-Up Area Near the Main Entrance.
12. Screened Area for Dumpsters and Kitchen Grease Storage
13. Criteria for Drive-Thrus (Optional):
 - a. 8 to 10 Vehicle Queuing in the Drive-Thru Lane.
 - b. Operate in a Counter-Clockwise Direction.
 - c. A Parallel Lane Must Be Provided Adjacent to the Drive-Thru Lane to Allow Vehicles to Exit the Drive-Thru or Pass Stalled Vehicles.

- d. Clearances for Any Overhangs or Signage Shall Accommodate Anticipated Vehicle Sizes (Cars and Single Unit Trucks).
- e. Drive-Thrus Cannot Interfere with the Overall Flow and Safety of the Site.

Pylon Signage

- Two pylon signs shall be allowed adjacent to the toll road for each Travel Plaza site. One for the restaurants and retailers provided in the Main Building and one for gas station fuel pricing.
- Top of pylon signs shall be a maximum of twenty-five (25) feet above grade and a maximum of twenty (20) feet wide. Total sign area shall be no more than two hundred (200) square feet.
- Pylon signs shall have a minimum setback of five (5) feet from the edge of the toll road right-of-way and twenty-five (25) feet from all other property lines
- Direct and indirect lighting methods are allowed provided that they are not unnecessarily bright. All lighting sources shall be directed downward with cut-off fixtures to limit light pollution.
- LED or other similar technology signs are permitted for gas station fuel pricing signs.
- Animated, moving, flashing, and noise making signs are not permitted.

Fueling Stations

The successful Respondent(s) shall be responsible for designing, constructing, equipping, and maintaining complete, modern self-service fueling stations including an optional convenience store building. The automobile fueling station shall not interfere with parking and traffic flow on the sites.

Fueling stations shall comply with all federal, state, and local statutes, regulations and codes, and will be equal to or exceed the standards and capacity of facilities normally developed under similar circumstances (including the number of fueling locations), and in accordance with "best industry practices" including, without limitation, those of the American Petroleum Institute (API). Design is required to include, but not be limited to, fuel spill handling, fire suppression and containment facilities at pumping islands in compliance with current regulations.

The Main Buildings

Each newly constructed or renovated building will provide the following:

1. All construction shall be performed using first class materials and workmanship in strict accordance with the approved plans and specifications.
2. Areas in which food or beverages are served or prepared shall comply with state and local health codes. Wall surfaces shall be finished with a moisture-impervious material such as stainless steel, glazed tile or plastic laminate up to the code-required height about the finished floor. Other walls should have smooth, painted, or sealed surfaces that are easily maintained. Ceilings in food service areas shall be washable/cleanable.
3. Wall and ceiling finishes shall be Class A rated. The following materials are appropriate:
 - Stainless steel.
 - Factory powder-coated metal.

- Laminated or tempered glazed glass.
 - Marble, granite, slate, sandstone, limestone and other natural stone
 - Fire-retardant treated wood
 - Natural quartz composite surfacing such as Silestone or Caesarstone.
 - Abuse-resistant gypsum board.
4. As appropriate, a hard surface flooring treatment shall be provided. High quality, durable, stain resistant, and non-slip materials shall be specified. Imitation wood grained tiles are not allowed. Resilient tile or sheet flooring is not permitted in the public areas. Height changes between floor materials shall be minimized.
 5. Plumbing shall be sized, installed, and maintained according to applicable code, and consistent with operational plans and capacity. At a minimum, hand-washing facilities within each Operator's space shall be installed as required to satisfy health code and operational requirements.
 6. Common Dining Area with Sufficient Seating Capacity. *It is recommended that movable tables and chairs be used instead of fixed booths to provide better flexibility in seating. Sound dampening materials should be considered for the dining area.*
 7. Well-Appointed Public Restrooms with a Diaper Changing Station in Each Restroom. *As part of the evaluation of your proposal, we will calculate the hourly capacity of the restrooms by multiplying the Number of Fixtures by a 2-Minute Use Cycle Per Fixture. In addition, a 60/40 ratio for restroom fixtures is recommended with 60% female and 40% male. Development Teams should also consider the deployment of a unisex family restroom.*
 8. Individual trade dress (i.e. color scheme, signage) for each Operator should reinforce overall design of the Travel Plaza and not detract from the character and quality of the Main Building.

Technology

Development Teams are encouraged to include state-of-the-art technology features. The Travel Plazas should be "technology friendly". These features must include, but not be limited to, wireless Internet access (Wi-Fi), various payment methods for services, secure access for restricted/private areas, multi-camera video surveillance with a minimum 72 hours retention of recordings, cable/satellite feeds, and access to Indiana Toll Road weather and construction conditions. Wireless signal boosters for mobile devices (so called "mini cellular tower") should also be considered where the available signal is weak.

The buildings should have easy access to any wiring or equipment rooms. These rooms should accommodate any and all technological needs of the buildings as well as be flexible to accept any future technology developments.

Buildings should be pre-wired or be able to be wired to accept any number of technology developments including cashless payment systems to allow points of sale (e.g. cash registers and vending machines). Designs should be flexible enough to accept future technology needs without demolition of walls, etc.

Other

Flag Displays: Two illuminated flagpoles extending no less than 20 feet above grade shall be provided in the vicinity of the Main Building entrance to accommodate the US Flag and State of Indiana Flag.

Emergency Generator: Emergency generators shall be installed at the Developer's expense as part of the redevelopment of the Travel Plazas. You are required to keep, at your expense, preventative maintenance plans and annual scheduled inspections and tests as recommended by the manufacturer and must be 100% operational at all times.

Environmental Conditions: The condition of the leased properties shall be inspected and documented by the successful Respondent(s) and certified by its Licensed Engineer/Environmental Consultant. Documentation of the existing environmental conditions shall be at your expense. The Development Team shall not be liable for pre-existing conditions. Notwithstanding the above, you will be responsible for the excavation, removal, and disposal of all materials necessary to install any UST tank farm and fuel service dispensary area and building, including the area around any impermeable barrier.

Remediation performance (if any) will be measured on benchmark levels established at the commencement of the lease for environmental contamination at each site. The Developer will be responsible for identifying, remediating, packaging, manifesting, reporting, record keeping, handling, transporting and legally disposing of all hazardous and non-hazardous liquid or solid wastes.

Tourism Information: As stated in **Section 2.3.2**, the Northern Indiana Tourism Development Commission serves an important function in providing tourism information at the Travel Plazas and promoting the area.

Starting on the following page, please find materials provided by NITDC for your consideration.

Indiana Toll Road Travel Plazas

**Indiana Toll Road Travel Plazas are Image Makers or Image Breakers
for Northern Indiana... Millions of people are watching.**

NITDC is the official travel service provider for Indiana in the 10 travel plazas along the Indiana Toll Road.

GOALS:

1. Create a positive image of Northern Indiana as a place to play, work and live.
2. Create a top of mind awareness of visitor destinations across the region.
3. Service the customers of the state of Indiana, ITR CC and the Plaza lease holder to increase the appeal of their on-road and in-plaza experience.
4. Provide touch point services that will inform travelers about things to do and places to stay at each exit thus increasing economic impact for Indiana business's and branches of government.

MEANS TO ACHIEVE GOALS:

1. Interior and Exterior Plaza Signage
2. Staffed visitor centers
3. Brochure Distribution
4. Digital Information Kiosks and Signs
5. Video
6. Displays

KEYS TO SUCCESS:

1. Placement in highest traffic area of plazas
2. Flexibility in changing signs and displays as situations warrant
3. Access to high-speed Internet
4. Tourism-themed plaza decor

For more information, contact:

Dan Bearss
Executive Director
Northern Indiana Tourism Development Commission
(574) 238-3535
dbearss@nitdc.com

Current Toll Road Travel Plaza Programs

TAP Digital Kiosks



Brochure Distribution



Visitors Guide



Toll Road Plaza Signs



Coupon Map



Toll Road Visitor Centers



Potential Travel Program Concepts

San Francisco Golden Gate Park
video and display



Chicago/Michigan Avenue
Visitor Center – iconic images



Grand Canyon National Park
wall mural and display



Florida/Key West
digital video experience



Appendix C

Operations Standards

Introduction

At all times, you must:

- Provide food-related and retail services to all Travel Plaza users with a well-trained, efficient and courteous staff.
- Provide fuel and diesel and associated products to Travel Plaza users with a well-trained, efficient and courteous staff.
- Provide facilities which are attractive, pleasant to use, and meet the highest standards of cleanliness.
- Serve products in a prompt and timely manner with a high level of customer service and ensure the operating standards practiced on the Indiana Toll Road are of the highest caliber.
- Provide adequate staffing levels necessary to provide quality service during normal and peak periods. A manager must be assigned to the food service operations.
- Have a trained, qualified and experienced manager on-site at all times to respond quickly and decisively in all matters affecting the operation of the premises.

Hours of Operations

The Travel Plaza common areas including seating, restrooms, entrance lobbies and outdoor areas shall remain open 24 hours per day, 7 days per week with at least some food and beverage options. Fuel must also be available at all times every calendar day. If a freestanding convenience store is proposed, it shall also be operated on a 24 x 7 x 365 basis.

Pricing

The Travel Plaza Operators must agree that the range of prices charged by it for food, fuel, merchandise and services sold or rendered shall be reasonably suited to the motoring public at large and shall be in keeping with prices charged for comparable food, fuel, merchandise and services sold or rendered elsewhere in the State of Indiana.

Facilities Management Plan

You will be responsible for all maintenance, repair, replacement and upgrade of all equipment and/or systems throughout the Travel Plazas. The successful Respondent(s) shall prepare and submit to the ITRCC for approval a detailed Facilities Management Plan prior to the re-opening for review and approval.

The goals of the Facilities Management Plan shall be:

- To maintain and repair facilities consistent with operational needs, customer expectations, and economic operation throughout their useful life.
- To provide for the systematic replacement of obsolete or non-functional systems.
- To meet future expectations of customers in a planned, systematic manner.

The plan must address the overall approach to achieving these goals, including, but not limited to, the following elements:

- Maintain a complete inventory of facilities, space utilization, and building system descriptions.
- Perform facility condition assessments/audits at least annually (to identify the condition of all buildings/building systems and deficiencies requiring correction).
- Define the required level of maintenance/repair performance (performance standards).
- Define a method to prioritize deficiencies/facility needs (should address safety and environmental compliance, operational impact, customer expectations, and economical operation).
- Define a process for work identification, planning, prioritization, design, and construction.
- Define performance indicators and performance measures and their reporting.
- Define how program performance will be documented and communicated to ITRCC in a timely manner.
- At its sole option, ITRCC may participate in the condition assessments of all facilities, in the prioritization of requirements/deficiencies, and the establishment of performance standards and performance measures.

The Travel Plazas Facilities Management Plan shall demonstrate a detailed approach and organization. Components of this plan shall include, but not be limited to, the following:

- Custodial Services
- Landscape Management (including grounds maintenance and landscaping)
- Winter Maintenance
- Emergency Response
- Facilities Maintenance and Repair
- Major Capital Improvements (such as renovation, major modifications, expansions/additions)
- Site Maintenance (including pavement resurfacing, signing, striping, drainage)
- Furniture, Fixtures and Equipment
- Utilities/Energy Management
- Building and Site Security
- Pest Control

Each of these components shall be fully described in the Facilities Management Plan. For each component, the plan should describe work processes to be used, proposed activities to be performed and their frequencies (daily, weekly, monthly, semi-annually, annually, etc.), proposed performance standards, proposed performance measures, management controls (e.g. monitoring, reporting, and corrective action), and assignment of responsibility and accountability for performance.