

The Gary/Chicago International Airport Authority



and the City of Gary, Indiana



And

Office of Mayor Karen Freeman-Wilson

Request for Proposals for the Development and Management of the Gary/Chicago International Airport and Related Assets

Dated: July 22, 2013

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**Gary/Chicago International Airport
Request for Proposals for the
Development and Management of the Airport and Related Assets**

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EXHIBITS

- Exhibit A-1 and A-2 Maps of Surrounding Areas
- Exhibit B Map of Airport Property
- Exhibit C Map of Development Zones
- Exhibit D Map of Wetlands on Airport Property
- Exhibit E Non-Collusion Affidavit



Request for Proposals for the Development and Management of the Gary/Chicago International Airport and Related Assets



1.0 INTRODUCTION

Through the issuance of this Request for Proposals (“RFP”) the Gary/Chicago International Airport Authority (the “Authority”) acting by and through its Board of Directors (the “Airport Board”) and the City of Gary, Indiana (the “City”)(together with the Airport Board, the “Issuers”) are hereby soliciting competitive proposals from potential partners capable of developing the Gary/Chicago International Airport (the “Airport”) and the surrounding area (together with the Airport, the “Regional Assets”). This RFP is not a solicitation for proposals to privatize the Airport as the Airport Authority will retain ownership of the Airport. But rather, the Issuers seek to benefit from proposals that leverage the private sector’s innovation, broad experience and capital access in close partnership with each of the Airport Board and the City.

The proposals should include a plan to create and implement capital investment strategies to benefit the Northwest Indiana region, manage and operate the current and any future Airport facilities and develop the property within the Airport boundaries as well as outside the Airport. The City and the Airport each own certain real estate around the Airport that may be used by the winning respondent to develop the Regional Assets. Other real estate owned by third parties could be acquired by the winning respondent and developed. The Issuers’ goal is to maximize the value of the Regional Assets and advance the Northwest Indiana region’s infrastructure and economic health in one or a series of transactions (the “Proposed Transactions”).

This RFP is soliciting a multifaceted response. A responsive proposal would include solutions that are innovative, creative and importantly, feasible. Proposals would address three critical components: (i) development of the Regional Assets (which would include acquiring real estate surrounding the Airport), (ii) operation and management of the Airport and (iii) investing in and/or attracting other private sector financial investment to the Regional Assets. One entity may have the resources and experience necessary to satisfy all of these components itself, others may not. Thus, the Issuers encourage respondents to collaborate to form the most experienced, capable and creative team for the Proposed Transactions. Additionally, the Issuers will consider proposals that address only one component of this RFP, or that propose a unique or interesting supporting role or project under one component. The Issuers may suggest collaborative teams be formed among respondents after finalists are selected. Respondents may respond to this RFP by expressing an interest in one, all or a combination of the different components of this RFP.

This process was initiated with the Airport Board and Mayor Karen Freeman-Wilson’s joint appointment of an Ad Hoc Committee in February 2013. The seven-member Ad Hoc Committee is a talented team of community, civic and business leaders, established to review, assess and make a recommendation regarding the viability of implementing a public-private partnership model to manage and develop the Airport. It is important to the Airport Board and City that this RFP process is objective, open and transparent and they invite public participation in this process. All Ad Hoc Committee meetings are open to the public.

Mayor Karen Freeman-Wilson provided the Ad Hoc Committee with a guiding definition of a successful Transaction as one that would:

provide a vibrant and viable Airport, driving capital investment, economic development and job creation within the region. The Airport's role would effectively and efficiently support the greater region's transportation infrastructure needs now and into the future.

Specifically, the Airport Board and the City anticipate this RFP to result in the following:

- Robust job creation and economic development in the region with a focused emphasis on employment of local residents and minority-, women- and veteran-owned businesses;
- Creation of a strong community partnership to share in a long-term vision for the Airport and the City of Gary and the Northwest Indiana region;
- Establishment of a highly competent, professional and innovative team capable of managing and developing the Airport and any surrounding land;
- Ability and willingness to maximize capital investment dollars into the Airport's growth and development of property adjacent to the Airport; and
- Development of a sustainable Airport environmentally, economically and socially.

At the end of this RFP process, the Airport Board and the City intend to enter into one or more agreements with one or more partners. The agreement(s) would provide for management of the Airport, development of the Regional Assets and a capital investment plan (the "Transaction Agreements") in accordance with the requirements of this RFP. The bidding process, vendor selection, contract negotiations and execution and implementation of Transaction Agreements will be conducted by the Airport Board and the City in accordance with applicable law. Respondents should carefully review this document, which constitutes the formal RFP for the services sought by the Issuers, to ensure a clear understanding of the Issuers' needs, objectives and scope of work.

2.0 OVERVIEW

2.1 The City of Gary

Gary is located in Lake County, Indiana in the southeastern portion of the Chicago metropolitan area. It is located approximately 25 miles from downtown Chicago. The City was founded in 1906 by the United States Steel Corporation as the home for its new Gary Works plant. The City was named after lawyer Albert Henry Gary who was the founding chairman of United States Steel Corporation. The City's history has been directly connected to the steel industry. As the steel industry was growing, the community enjoyed prosperity but as competitiveness from the overseas steel industry grew during the 1960s, U.S. Steel dramatically reduced its workforce. While surrounding communities have seen growth in population, the population of Gary declined from 178,000 in the 1960s to 80,300 in 2010. While U.S. Steel continues to be a major steel producer, however, it employs only a fraction of the number of employees it once did.

Similar to many other cities in the State of Indiana and around the country, the City faces the challenges of declining jobs, population and property tax revenues along with increasing critical public infrastructure and public service needs. The City's proximity to Chicago and its transportation infrastructure, combined with a resilient sense of community pride, not only provide the opportunity to address these challenges but create the potential for the City to again become an economic engine for the region.

Mayor Karen Freeman-Wilson, a Harvard-educated attorney who previously served as Indiana Attorney General, leads the City. She has assembled a talented staff of professionals and a multi-disciplinary team of consultants to advise the City and the Airport Board on both operational and strategic development initiatives. Mayor Freeman-Wilson is passionately committed to bringing transformative change to the City of Gary and its residents. The initiative represented by this RFP is one of several being advanced by the City's leadership to create opportunities building on the City's unique strengths to deal creatively with its financial, infrastructure and service challenges.

2.2 The Gary/Chicago International Airport

2.2.1 Overview

The Gary/Chicago International Airport was created by the Airport Board and the City in 1939. The 1950s saw the beginning of limited commercial passenger service at the Airport. In 1995, through a compact with the City of Chicago and the Airport Board and the City of Gary (the "Compact"), the Gary/Chicago Regional Airport Authority was formed. The Airport is adjacent to I-90/94 at Cline Avenue and U.S. Highway 12 and Industrial Avenue. The current Airport and City-owned property surrounding the Airport consists of 1,115 acres centered by the airfield's two active runways. Runway 12-30, the primary runway, measures 7,000 feet long and 150 feet wide. The crossing runway, Runway 2-20, measures 3,600 feet long and 100 feet wide. The passenger terminal building is handicap-accessible with three gates including a concession area, automated luggage retrieval and ticket counters. Airport facilities, in addition to the terminal building, include the Gary Jet Center (the fixed base operator), several hangars for both corporate and general aviation use, an aircraft rescue and firefighting unit, fuel storage, airport maintenance facilities and a public parking lot.

As part of the Airport's involvement with the Compact, it has access to passenger facility charges ("PFCs") related to revenue collected at Chicago Midway International Airport ("Midway") and Chicago O'Hare International Airport ("O'Hare") as provided in the Compact Agreement. In addition, the Airport is eligible to seek reimbursement from the Compact for approved capital projects, certain operational expenses and marketing. The amount available to the Airport is established through the Compact's yearly budgetary process. Pursuant to the Compact, the Airport Authority maintains a 12-member Compact board of directors (separate from the Airport Board), Chicago and Gary each appoint five members and the states of Indiana and Illinois appoint one member each.

Through the years, the Airport has been served by a number of passenger airlines. While the Airport currently is served by Allegiant Air, flying passengers to Sanford, Florida twice a

week, Allegiant has advised the Airport Board that it will terminate services on August 10, 2013. The Airport currently has 16 employees with the following job titles:

- Interim Airport Director (1);
- Interim Deputy Airport Director/Special Projects & Information Systems (1);
- Finance Manager (1);
- Accounting Specialist (1);
- Administrative Manager (1);
- Operations & Security Manager (1);
- Operations & Security Specialist (1);
- Maintenance Supervisor (1);
- Assistant Maintenance Supervisor/Wildlife Coordinator (1);
- Landside Maintenance Technician (1); and
- Maintenance Workers I, II, and III (6).

In 2006, the Airport embarked on a \$166 million runway expansion project program and is proceeding with a capital improvement program (collectively, the “Runway Project”) that, when completed in 2014, will result in an airport runway complex that will accommodate a broad range of commercial aircraft. The Runway Project consists of the extension of the existing primary runway at the Airport by approximately 1,900 feet, the acquisition of land, railroad track relocation, power line relocation, taxiway extension, terminal apron extension and related site improvements, and certain other capital improvements of the Airport. This multi-phase construction project at the Airport is directed to improving the Airport infrastructure required to support continuous commercial aircraft operations. As the improvements near completion, the Airport is actively seeking and expects it will be able to attract commercial carriers interested in providing an alternative reliever to O’Hare and Midway. The completion of the runway extension project will bring the Airport into compliance with Federal Aviation Administration (“FAA”) safety standards and will allow larger jets to use the Airport. The extended runway will be 8,900 feet in length, longer than the runways at Midway and New York’s LaGuardia. The Airport will be able to handle the large wide-body planes that cannot land at Midway. The completion of these improvements will make the Airport a more attractive service option for airlines.

The Airport has utilized grant funds received from the Northwest Indiana Regional Development Authority (“RDA”) and the FAA to fund a portion of the Runway Project. The Airport anticipates the balance of the Runway Project will be funded with the proceeds of bonds expected to be issued by the Airport Authority. The Airport Authority previously established an Airport Development Zone (the “ADZ”) under Ind. Code § 8-22-3.5 (the “ADZ Act”), which encompasses the Airport and certain surrounding property for purposes of collecting tax increment revenues (the “Tax Increment Revenues”) from incremental increases in the assessed value of property located in the ADZ, all pursuant to the ADZ Act. The Airport Authority has designated the Runway Project as a “Qualified Airport Development Project” (as such term is defined by Section 3 of the ADZ Act), which permits the Airport Authority to apply Tax Increment Revenues to pay the costs of the Runway Project, including without limitation, the principal of and interest on bonds issued for such purpose.

While conceptual improvement plans exist for additional terminal improvements, as well as improvements to ancillary aircraft facilities, including de-icing pads, taxiways and hangars, this RFP references a broad range of development opportunities relating to both the Airport and surrounding land that may involve a far wider array of possible new improvements at the Airport and on adjacent property.

2.2.2 Facilities and Services

The Airport hosts a spacious, modern and recently renovated passenger terminal. The terminal building is located north of Runway 12/30. The terminal is a one-level structure (approximately 16,000 square feet), which houses airline ticket counters that accommodate eight ticket counter positions and related airline office space, a passenger waiting area, a baggage claim area, a concessions area and a building mechanical area. The terminal building was originally constructed in 1982 and underwent a major renovation in 2002.

A secure, surface parking lot with 1,200 available parking spaces is adjacent to the terminal. The Airport charges \$7.00 per day per vehicle for use of the parking lot. The Airport is served by on-site car rental facilities provided by Enterprise and Hertz. Transportation services are available through seven limousine companies and taxi /shuttle companies. Additionally, public transportation is offered through the Gary Public Transportation Corporation, which provides bus services to and from the Airport.

In June 2005, the Airport completed a rehabilitation and addition to its existing 10,400 square foot snow removal equipment facility. This project resulted in a newly constructed or rehabilitated two story, 25,200 square foot facility consisting of an 18,900 square foot maintenance garage and a 6,300 square foot administrative office building.

The Indiana National Guard completed construction of a helicopter facility dedicated to Medivac operations and an Indiana National Guard readiness center at the Airport in 2008.

The Airport's fixed base operator (FBO), Gary Jet Center, provides cargo facilities and handling. The Gary Jet Center has been active at the Airport for over 20 years, while new FBO arrival, East Lake Management & Development Corp., is in the process of site and operations development. On-demand U.S. Customs services for international operations is available. The Airport also has Foreign Trade Zone status. Current cargo activity, which occurs on an on-demand basis, exceeded 1 million pounds in 2012. Additionally, the Airport has agreements with United Airlines and Spirit Airlines to make its facilities available for diversions when required.

2.2.3 Current and Potential Funding Sources for the Airport

The Airport has multiple current and potential funding sources. As noted above, in addition to PFCs pursuant to the Compact, the Airport Authority has available to it Tax Increment Revenues generated from the ADZ. It is proposed that the Airport Authority will utilize a portion of the ADZ revenues to pay the debt service on the bonds. Additionally, after the debt service on the bonds is paid annually, the Airport Authority expects to have remaining Tax

Increment Revenues available which may be applied to other projects which have been designated as “Qualified Airport Development Project” as set forth in the ADZ Act.

Next, the Airport is eligible to receive benefits under the Airport Improvement Program (“AIP”). Beginning in 1946, the federal government embarked on a grants-in-aid program to units of state and local governments to promote the development of system of airports to meet the nation’s needs. The AIP was established by the Airport and Airway Improvement Act of 1982, as amended. The AIP was amended and reauthorized by the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (“AIR 21”) and by the Vision 100-Century of Aviation Reauthorization Act (Vision 100), Public Law 108-176.

The AIP provides funding from the Airport and Airway Trust Fund for airport development, airport planning, noise compatibility planning and noise compatibility programs under the Aviation Safety and Noise Abatement Act of 1979, as amended. The funds for the AIP are distributed according to statutory provisions. Funds distributed by formula based primarily on an airport’s volume of passenger boardings are referred to as “apportionment funds” or “entitlement funds.” Remaining funds are distributed at the discretion of the Secretary of Transportation (“discretionary funds”).

Beginning in 1988, the FAA has been authorized to issue multi-year AIP grants to reimburse sponsors of primary and reliever airports for project expenditures which meet specified capacity-enhancement criteria. The multi-year grants are provided through the issuance by the FAA of a letter of intent (“LOI”) prior to project commencement/completion. An LOI indicates the FAA’s intention to make grants over a period of time as funds become available. However, LOI funds are subject to adjustment and revocation upon certain events, including, a recipient’s failure to meet certain requirements of the LOI, including levels of passenger boardings, congressional reallocation or change in the total appropriations for the AIP and any revision of the existing statutory formula for calculating such apportionments.

Finally, on December 19, 2012, the Airport Authority and the RDA executed a Grant Agreement (the “Grant Agreement”). Pursuant to the Grant Agreement, the RDA agreed to grant to the Airport Authority a sum not to exceed Thirty Million Dollars (\$30,000,000) for the purpose of completing various projects, including but not limited to, the extension of Runway 12/30, the relocation of rail lines and the Airport Road grade separation.

The issuance of these funds results in restrictions on the use of the Airport property financed by the funds. Respondents should be familiar with and have experience navigating such restrictions and their proposals should reflect such experience.

2.2.4 Governing Body

The Airport Authority is a municipal corporation, separate from the City and Lake County, duly organized and existing under the laws of the State of Indiana. The Airport Authority is empowered to do all things necessary or reasonably incident to carry out the purposes of IND. CODE § § 8-22-3 and 8-22-3.5 (collectively, the “Act”), including the power to acquire, establish, construct, improve, equip, maintain, control, lease and regulate municipal

airports, landing fields and other air navigation facilities acquired and maintained by the Airport Authority.

The Airport Authority is governed by the Airport Board, which exercises the executive and legislative powers of the Airport Authority under the Act. The Airport Board is composed of seven (7) members, four are appointed by the Mayor of the City, one is appointed by Lake County, one by neighboring Porter County and one by the Governor of the State of Indiana. Each Board member is appointed for a term of four years and serves until a successor is appointed and qualified by the authority that appointed such Board member. As a result of recent amendments to the Act, on September 1, 2013, the term of each member presently serving on the Airport Board shall be terminated and new appointments to the Board will be made by the appointing authorities referenced above, as soon as practicable. The recent amendments also provide that the Governor's appointment will serve as chair of the Authority Board.

2.3 The Development Footprint - Description of the Surrounding Areas

The Airport Board and the City believe there is great potential for private investment in the areas surrounding the Airport. The surrounding area is defined generally as the area bounded by Cline Street on the west, Clark Street on the east, the Airport on the south and Lake Michigan to the north. Although this is the general targeted area, the Issuers would not restrict development plans to this area. Exhibit A sets forth two maps of this area, one showing the satellite view, each outlining the general area to be developed in red. The map set forth on Exhibit B depicts the Airport property. The map reflecting the current airport site, the ADZ and the Gary Redevelopment Commission's Lakefront Redevelopment Area is attached as Exhibit C; please note that this map is broader than the surrounding area contemplated by this RFP. The Issuers believe there is opportunity to commercially develop the real estate owned by the Issuers as well as that owned by third parties. With proper investment in the areas surrounding the Airport, the City and the Northwest Region of Indiana could have an opportunity to thrive.

The Airport has and the surrounding areas may have environmental remediation needs. Although respondents may not have enough information to propose specific remediation upon submission of their proposals, a respondent should have experience in general environmental issues, including remediation and wetland management as well as familiarity with the federal and state statutory framework for addressing environmental issues. For example, the map attached as Exhibit D shows the location of wetlands on the Airport property.

3.0 GENERAL REQUIREMENTS

3.1 Objectives

The purpose of this RFP is to initiate a relationship with a partner or partners that will assist the Issuers in developing the Airport's current assets and invest in the areas surrounding the Airport and thereby, contribute to the long-term economic health of the Northwest Indiana region. The Issuers view innovation and creativity as an important part of any proposal.

To meet their long-term goals, the Issuers intend to enter into one or more Transaction Agreements to provide for the development, operation and management of all or part of the

Regional Assets. The Issuers intend that the process of selecting a partner or partners and the Transaction Agreements will comply to the extent required with IND. CODE §§ 8-22-3-11 and 36-1-9.5-19. To the extent that one or more agreements relate to bond-financed property and bond counsel determines it necessary to preserve the tax-exempt status of the outstanding bonds, the provisions of any such Transaction Agreements must comply with Revenue Procedure 97-13 issued by the Internal Revenue Service (“Rev. Proc. 97-13”), so as to not impair the tax-exempt status of such outstanding bonds. The Issuers expect to select the most advantageous respondent in accordance with the foregoing laws, this RFP and any other applicable laws.

The Airport currently hosts one FBO and the second FBO will begin operations soon. Each respondent should explain whether and how it would utilize the services of the FBOs. The services the FBOs currently provide include:

- Aircraft fueling
- Aircraft storage (tie down and hangar facilities)
- Aircraft ramp services (towing, parking guidance, etc.)
- Charter services, including car rental, catering and other ancillary services
- Management and subleasing of space and FBO hangar, T hangars and tie downs
- Operating of the fuel farm for storage, handling and delivering of aviation fuel products
- A minimum of two fuel trucks
- Courtesy car for use by pilots and crew
- Emergency service of disabled general aviation aircraft (i.e., towing, transporting disabled aircraft)
- Employment of the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO service

3.2 Conditions Precedent

The Proposed Transactions with a respondent will be subject to the following general conditions precedent to closing:

3.2.1 Due Diligence

The respondent and the Issuers shall have completed their business, financial, legal, regulatory and similar due diligence to each of their satisfaction by the time the respondent and the Issuers execute the Transaction Agreements but in no event, later than the expiration of a period of three (3) months from the Issuers’ issuance date of the RFP, and the respondent shall have discovered no facts or conditions which constitute, or could reasonably be expected to result in, a material adverse change in the properties, assets, liabilities, operations, condition (financial or otherwise) or results of operations of the Airport.

3.2.2 Respondent Approvals

The governing body of the respondent shall have approved the respondent's execution, delivery and performance of the Transaction Agreements.

3.2.3 Regulatory Transaction Approval

As applicable, FAA, DOT and any other regulatory approval of the Proposed Transactions shall be obtained.

3.2.4 Public Hearing

Any public hearings shall be noticed and conducted and any ordinances involving the development and management of Regional Assets shall be passed, as applicable, pursuant to IND. CODE § 8-22-3-11.

3.2.5 Third-Party Consents

All material, non-governmental third-party consents and any other approvals necessary or advisable to consummate the Proposed Transactions shall have been obtained.

3.2.6 No Prohibition

Neither the Issuers nor the respondent shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the Proposed Transaction.

3.2.7 Closing Documents

Customary legal opinions, closing instruments, certificates and other documentation shall have been executed and delivered.

3.2.8 Insurance

The respondent shall provide a letter of intent from an insurance company or companies indicating that the insurer is highly confident that when full application is made by the respondent, it will furnish the appropriate insurance, issued by an insurance company or companies that carry an A.M. Best Company's rating of "A" or equivalent rating, and are authorized to transact business in the State of Indiana, as applicable.

3.3 Community Development Underwriting

A proposal will receive added consideration if a strong commitment to community involvement is included. Examples of such community involvement include, without limitation, showing a commitment to the quality of life elements of the community in the form of support to arts, culture, youth sports, charitable or other forms of community values enhancement. Expressing this support by using measurable goals is appropriate.

3.4 Local Hiring Preferences

The respondent shall propose a Local Participation Plan intended to maximize involvement of a group of diversified local outside contractors for any planning, project management, inspection services and construction on capital improvements. Such Local Participation Plan must describe how the respondent intends to meet the goals it proposes.

3.5 Sustainability Initiatives

The respondent should propose specific programs directed to sustainability and other “green” initiatives that would be implemented as part of its ownership or operation of the Regional Assets.

3.6 Public Announcements

Subject to applicable law, any public announcement relating to the Proposed Transactions will be mutually agreed upon and jointly made by the parties.

3.7 Transaction Expenses

The respondent shall be responsible for and bear all of its own and the Issuers’ costs and expenses incurred in connection with this RFP and the Proposed Transactions, including, without limitation, any legal, accounting or other representative or advisor costs and expenses.

4.0 OVERVIEW OF TRANSACTION AGREEMENTS/TRANSACTIONS

4.1 Description of Development-Related Agreements

Development of the Regional Assets is the most significant component of the Proposed Transactions. The Issuers believe there are opportunities for a respondent to further develop the Airport as well as the real estate surrounding the Airport. Any real estate owned by the City and the Airport Authority would be made available to the winning respondent (the “Master Developer”) for development as proposed by the Master Developer and agreed upon by the City and/or Airport Board, as applicable. To the extent there is land surrounding the Airport owned by third parties, the Issuers would expect the Master Developer to acquire such land for development pursuant to an overall plan agreed upon by the Master Developer and the Issuers. The Master Developer would be required to assemble parcels for development, strategize about possible land uses and development with the Issuers, conceptualize project planning for on- and off-Airport development and budgeting and oversee any development. The Master Developer’s oversight would include construction documents preparation and bidding services, construction contract administration services, including planning and scheduling, preparation of funding requests, grant applications and requests for reimbursement to the FAA, the IDOA and/or any other funding sources.

Because real estate development is an essential part of this RFP, a development agreement would be a key agreement. The Developer would provide strategic advice to the Issuers about the development on and around the Airport. The Master Developer and each of the Issuers would use commercially reasonable, good faith efforts to negotiate one or more mutually acceptable development agreements (“Development Agreements”), along with the exhibits thereto. Master Developer-specific information that may become part of the Development Agreements includes, but is not limited to, Master Developer business plans, milestone schedules, construction schedules, drawings and insurance forms.

The Development Agreements would have a term of between twenty (20) and forty (40) years, subject to termination in accordance with the Development Agreement. The conditions required to be satisfied by the parties prior to the commencement date would be set forth in the Development Agreements.

The Issuers contemplate the Master Developer would invest and/or attract private investment in the aggregate amount of \$100 million over a period of years. The Issuers and the Master Developer would determine and set forth certain milestone payments. The Development Agreement would specify estimated investment dollars for the first three years and for periods of years after the initial three years, as deemed appropriate by the parties. The development agreement would include some form of revenue sharing with the Issuers for the projects undertaken.

4.2 Description of Management Agreement

If a management agreement is contemplated by the winning proposal, the Issuers and winning respondent for management of the Airport (the “Manager”) would use commercially reasonable, good faith efforts to negotiate a mutually acceptable management agreement (“Management Agreement”), along with the exhibits thereto. Manager-specific information that may become part of the Management Agreement includes, but is not limited to, Manager business/management plans, equipment lists, schedules, operating parameters, operation and maintenance plans, safety policies, drawings and insurance forms.

The Management Agreement would have a term of between five (5) and ten (10) years, subject to earlier termination and extensions, in accordance with the Management Agreement. The conditions required to be satisfied by the parties prior to the commencement date would be set forth in the Management Agreement.

The Manager may not use the Management Agreement to secure any financial obligations or other commitments.

The expected duties that the Management Agreement would require include, but are not limited to, the following at the Airport:

- Coordinate with the Airport Board, FBOs, lessees and renters to ensure compliance with the terms of their current leases and/or rental agreements, including collection of hangar rents and ground lease fees when due, mailing notices of same to renters and lessees

- Market the Airport to potential tenants
- General maintenance duties which include, but are not necessarily limited to, grass cutting, watering, building maintenance such as keeping premises neat and tidy, keeping restrooms cleaned and serviced with necessary supplies and obtaining repair services for items such as plumbing and electrical problems, as required
- Manage ramps and operate, maintain, repair and replace worn or broken aircraft tie-down areas, cables and fasteners
- Replace signage and light bulbs on the runway
- Daily monitoring of runway and taxiway conditions, including Foreign Objects and Debris (FOD) lights and rotating beacon, FAA equipment such as AWOS facility, and timely reporting of discrepancies to appropriate authorities for correction
- Composing and timely submission of Notices to Airmen (NOTAMS) regarding airport facilities and conditions, as required and monitor Airport radio
- Account for all income and expenses associated with the Airport
- Hire, oversee and manage all vendors for the Airport
- Hire, oversee and manage all technical service providers for the Airport (engineers, contractors, architects, etc.)
- Manage Airport personnel
- Control wildlife at the Airport
- Sell, maintain and inspect the fuel Airport Asset
- Coordinating with Airport Authority finance office on timely payment of bills submitted for work performed by various contractors at the Airport, as well as monthly recurring costs
- Snow removal from ramps, runway and taxiways as required, monitoring the operating condition of such equipment and ordering fuel and maintenance for such equipment
- Periodic condition and security inspections of all Airport-owned and privately-owned buildings on the Airport site for needed repairs and/or security corrections
- Help coordinate with the Airport Board and aviation groups, activities designed to promote increased general Airport usage and increased community awareness of the importance of the Airport to the City's welfare
- Research and pursue appropriate funding sources and opportunities (including state and federal grants) and coordinate the application process for such funding
- Recommend, promote and continue marketing efforts that portray the Airport in a positive manner

4.2.2 Payment of Service Fee and Performance Incentive Payment

The Airport Board and the Manager would negotiate payment terms for the Management Agreement. The Issuers anticipate a few components of the Manager's annual compensation, mutually agreed to by the Issuers and the Manager would be incorporated into the Management Agreement, including an annual fixed fee, potentially a performance incentive payment, payable as certain performance measures are met, and reimbursement of certain pass-through costs. If

the Management Agreement relates to bond-financed assets, the compensation formula may have to comply with Rev. Proc. 97-13. The Management Agreement would set forth the method for payment of the fixed fee component and the performance incentive fee. The annual escalation of the service fee would be based upon a combination of the Consumer Price Index CPI and the Employment Cost Index ECI, or as otherwise determined by the respondent.

4.2.3 Security

The Issuers may require that the Manager provide security for performance of its obligations under the Management Agreement, including through a guaranty, letter of credit and/or an operation and performance bond.

4.2.4 Data Management Systems

The respondent shall include a proposal for its transition and use of the Airport's data management system.

5.0 ACCURACY OF RFP AND RELATED DOCUMENTS

The Issuers assume no responsibility for the completeness or the accuracy of specific technical and background information presented in this RFP or otherwise distributed or made available during this RFP process. In addition, the Issuers will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those given in writing by the Issuers through the issuance of addenda to this RFP. In no event may a respondent rely on any oral statement by the Issuers, or their respective agents, advisors or consultants.

Should a respondent find discrepancies or omissions in this RFP and related documents, the respondent should immediately notify the Issuers in writing of such potential discrepancy. A written addendum to this RFP will be sent via electronic mail to each respondent if clarification is determined by the Issuers to be necessary. Each respondent requesting an interpretation will be responsible for delivering such requests in writing to the Issuer's designated representative.

In the event that there are conflicting requirements among the RFP and the Exhibits thereto, the most stringent provision for the Issuer's benefit shall apply, unless clarified in writing by the Issuer. In certain cases, available information may not be organized in an optimum format for proposal preparation efforts. Respondents are responsible for reviewing and becoming familiar with all available documents pertaining to the Regional Assets and relating to the performance of the services requested under the terms and provisions of this RFP.

6.0 SCHEDULE

The following table sets forth the Issuers' intended schedule relating to the issuance of this RFP and associated activities. Notice of the issuance of this RFP shall be in accordance with IND. CODE §§ 8-22-3-11 and other applicable law. **The Issuers reserve the right to modify any or all dates below in their sole discretion.**

| <u>Date (2013)</u> | <u>Activity</u> |
|---|--|
| Monday, July 22 | <ul style="list-style-type: none"> • Issue RFP |
| Tuesday, July 23 – Friday, August 2 | <ul style="list-style-type: none"> • Respondents register to participate in RFP process • Respondents may submit Questions re: the RFP to Issuers via the Project E-Mail Address pursuant to Section 11.0 |
| Tuesday, July 23 – Monday, August 26 | <ul style="list-style-type: none"> • Electronic data room available to respondents who register |
| Friday, August 9 | <ul style="list-style-type: none"> • Pre-proposal Meeting for all registered respondents (also available by webinar or teleconference) • Tour of Airport facilities for all registered respondents (at least one representative from each respondent required to attend) • Draft appraisal of Airport assets made available to all registered respondents |
| Monday, August 12 | <ul style="list-style-type: none"> • Issuers distribute to respondents responses to Questions received from respondents |
| Monday, August 26 | <ul style="list-style-type: none"> • Responses to RFP due |
| Wednesday, August 28- Wednesday, September 4 | <ul style="list-style-type: none"> • Possible interviews of respondents by Ad Hoc Committee and/or Airport Board |
| Friday, September 6 | <ul style="list-style-type: none"> • Ad Hoc Committee selects and recommends to Airport Board one to three respondents for further negotiations |
| Monday, September 9 | <ul style="list-style-type: none"> • Airport Board considers and may approve recommendation re: negotiations with one to three respondents |
| Monday, September 9 – Thursday, October 31 | <ul style="list-style-type: none"> • Additional due diligence period for respondents and negotiations with finalists |
| October 31 | <ul style="list-style-type: none"> • Execute Transaction Agreements |

7.0 ISSUERS' RIGHTS AND OPTIONS

This RFP constitutes an invitation to respondents to submit proposals to the Issuers. Without limitation, the Issuers reserve and hold, at their sole discretion, the following rights and options:

- To waive any technicalities or immaterial irregularities in any proposal received;
- To prepare and issue such amendments and/or addenda to this RFP prior to the selection of a respondent that may expand or cancel any portion of or all work described in this RFP without the substitution of another RFP;
- To require additional information from one or more respondents to supplement or clarify the proposals submitted;
- To visit and examine any of the facilities referenced in the proposals and others owned, operated and/or designed by the respondents to observe and investigate the operations at such facilities;
- To reject any or all proposals in whole or in part;
- To not accept a proposal from or award a contract to any firm that is in arrears to either Issuer upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to either Issuer or that has failed to perform faithfully in any previous contract with either Issuer;
- To postpone or change the date for receipt of proposals or any other deadlines and dates specified in this RFP;
- To issue subsequent RFPs, to conduct investigations with respect to the information provided by each respondent, and to hold public meetings for consideration of the merits of any or all respondents;
- To request recipients of this RFP registered to participate in the RFP process to send representatives to the Airport for interviews and presentations;
- To request best and final proposals from one or more respondents;
- To discontinue negotiations with the respondent and commence negotiations with any other respondent;
- To conduct simultaneous negotiations with two or more respondents;
- To select and enter into one or more Transaction Agreements with a respondent whose proposal best satisfies the interests of the Issuers, in the judgment of the Issuers, to the requirements of this RFP;

- To terminate the RFP process prior to an award of a Transaction Agreement;
- To refuse to award a Transaction Agreement to any and all respondents; or
- To take any action affecting the RFP process, or the projects subject to this RFP, that is in the best interest of the Issuers.

8.0 ADDENDA TO THE RFP

During the period provided for preparation of proposals, the Issuers may issue written addenda to this RFP. These addenda will be numbered consecutively and will be distributed via electronic mail to all who are registered with the Issuers as having received a copy of this RFP. These addenda will be issued by, or on behalf of, the Issuers and will constitute a part of this RFP. Each respondent is required to acknowledge receipt of all addenda at the time of submission of its proposal by listing the addenda in the executed proposal Transmittal Letter. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the proposal Submission Date.

9.0 REGISTRATION AND PRE-PROPOSAL MEETING

On or before July 30, 2013, interested respondents must register with the Issuers' advisors. The registration must be in electronic format and addressed to the individuals specified in Section 11.0 of this RFP and indicate the respondent's intent to participate in this RFP process and to attend the Pre-proposal Meeting. Promptly after registering, the respondent will be issued a password to enable it to access the due diligence portal established by the Issuers, solely for a respondent's use in compiling its proposal.

The Ad Hoc Committee and the Issuers' advisors will hold a Pre-proposal Meeting for this RFP on Friday, August 9th at 10:00 a.m. CDT at the Airport's Administrative Offices, as specified in Section 6.0 of this RFP. Immediately following the meeting, the Ad Hoc Committee will host a tour of the Airport facilities. The Airport offices are located at 6001 Industrial Highway, Gary, Indiana. The Issuers require that at least one representative from each respondent attend the meeting and tour in person. Webcast and teleconference of the meeting (but not the tour) will be available to other team members who cannot attend. The meeting and tour should conclude by 2:00 p.m. CDT. Participation is limited to a maximum of eight (8) representatives from each respondent's team. An agenda will be provided to the confirmed attendees in advance of the meeting. The agenda will include logistical details such as meeting locations and transportation.

Although oral questions and clarifications may be addressed at this meeting, respondents are encouraged to submit questions and clarification requests in writing in advance of the meeting to help facilitate complete and accurate responses at the meeting. Additional questions and clarification requests may be submitted in writing before the Pre-proposal Meeting in accordance with Section 11.0 of this RFP.

10.0 NON-COLLUSION AFFIDAVIT

Each respondent must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFP process by executing and returning with its proposal the Non-Collusion Affidavit in the form of Exhibit E attached hereto.

11.0 COMMUNICATIONS

The Issuers are committed to a fair, open process for respondents to receive information about the Proposed Transactions and the procurement process. The Issuers require that except with respect to the submission materials required to be delivered as set forth in Section 20.0, all communications and requests for information and clarifications be made in electronic form, with a signed cover letter to:

Project E-Mail Address: GaryAirportP3@gyymail.com

Notwithstanding the foregoing, the *initial registration* to participate in the RFP process shall also be addressed to both of the following Advisors set forth below:

Regina M. Sharrow

Richard L. Hill

Regina.Sharrow@FaegreBD.com

Richard.Hill@FaegreBD.com

All questions related to the RFP must be submitted to the Project E-Mail Address no later than the date specified in Section 6.0. At their discretion, the Issuers may or may not answer the specific questions asked. Questions deemed appropriate for response will be distributed, along with their respective responses, to all respondents, and the questioning respondent will not be identified. Respondents shall not direct questions to other parties involved in this procurement process, which includes City staff, Board members, City Council members and City Advisors.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the Issuers shall be binding on the Issuers. Respondents who submit a proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the Issuers. Only written responses by addendum to this RFP which will be sent to all recipients of this RFP should be considered by the respondents. No questions or requests for additional information will be accepted after the date set forth in Section 6.0.

Violation of the protocol described herein may be grounds for immediate disqualification of the respondent from the procurement process.

12.0 PERSONAL INVESTIGATION

Respondents to this RFP shall satisfy themselves through personal investigation and by such other means as may be deemed necessary, concerning the conditions which may affect delivery of the proposed services, negotiation of the final Transaction Agreements, as well as their costs. No information derived from any part of this RFP or from the Issuers shall relieve the respondent from any risk or from fulfilling the provisions of the Transaction Agreements.

The Issuers require the respondent to assume responsibility for the services based on the condition of the Regional Assets “as-is.” Respondents are strongly encouraged to make all inspections and review all available and relevant data and information prior to the submittal of proposals, which are necessary in their judgment to undertake this responsibility.

13.0 COST OF PROPOSAL PREPARATION, SELECTION PROCESS

The Issuers accept no liability for the costs and expenses incurred by the respondents with any activities performed in connection with this entire RFP process, including preparing the proposals, preparing responses for clarification, attending interviews, participating in contract development and technical/financial work sessions, conducting due diligence investigations, and/or attending meetings and presentations required for the contract approval process. Each respondent that enters into the RFP process shall prepare the required materials and submittals at its own expense and with the express understanding that it cannot make any claims whatsoever for reimbursement from the Issuers for the costs and expenses associated with the RFP process.

Upon selection of a winning proposal, the Issuers will require the respondent submitting the proposal to enter into good faith negotiations with the Issuers to draft mutually agreeable Transaction Agreements.

14.0 ISSUERS TERMINATION OF NEGOTIATIONS

The Issuers in their sole discretion may, at any time, exclude a respondent from further participation in the negotiation process if it determines that such respondent is failing to progress in the negotiations or if the terms of its proposal are less advantageous than those of another more advantageous proposal. The Issuers will give written notice of their decision to the respondent, signed by an authorized representative of the Issuers and delivered to the respondent by electronic mail.

15.0 RESPONDENT WITHDRAWAL FROM RFP PROCESS

A respondent may withdraw from the RFP process after registering to participate by either failing to submit a proposal on the Submission Date or by providing written notice to the Advisors as set forth in Section 11.0. A respondent that does not submit a proposal on the proposal Submission Date will be deemed withdrawn.

16.0 TIME FOR PROPOSAL ACCEPTANCE

All proposals shall constitute binding and irrevocable offers valid and acceptable by the Issuers for ninety (90) days following the proposal Submission Date. A respondent may withdraw its proposal without penalty after ninety (90) days from the proposal Submission Date provided that the proposal has not been accepted by the Issuers or that the Issuers and the respondent have not executed Transaction Agreements. Such time for acceptance set forth herein may be extended by mutual agreement of the Issuers and the respondent.

17.0 PROPOSAL EVALUATION PROCEDURES

Because the Issuers may enter into a public/private agreement for management of the Regional Assets, it will comply with the procedures set forth in IND. CODE §§ 8-22-3-11, 36-1-9.5, as applicable, and other applicable law for the selection of a winning respondent to manage and develop the Regional Assets. The proposals will be screened in accordance with the Minimum Qualifications for Proposals set forth in Section 18.0. Those proposals meeting the Minimum Qualifications for Proposals requirements may be subsequently evaluated in accordance with the criteria established in this RFP.

Proposals will be evaluated by the procedures described in this section for the ultimate purpose of determining which proposal is most advantageous to the Issuers. The proposals will be evaluated by the Review and Evaluation Subcommittee of the Ad Hoc Committee (“Evaluation Committee”). The Review and Evaluation Subcommittee will be supported by the Issuers’ Advisors.

The Evaluation Committee will first evaluate the proposals to determine if each proposal meets the Minimum Qualifications to this RFP. Only those proposals that are identified as meeting the Minimum Qualifications by the Evaluation Committee will be evaluated, unless the Issuers, in their sole discretion, elect to request further information and evaluate a proposal, waive a Minimum Qualification or evaluate a proposal for supporting services.

The Evaluation Committee will then undertake a detailed evaluation and ranking of the proposals based on the respondent’s qualifications and experience in completing transactions similar to the Proposed Transaction and providing services similar to the development and management services and the criteria set forth in Section 19 of this RFP (the “Evaluation Criteria”).

The Evaluation Committee when evaluating the proposals may require some or all respondents to answer written questions and to attend respondent interview(s) to clarify their respective proposals.

On September 6, 2013, the Evaluation Committee will make a recommendation to the Ad Hoc Committee with respect to finalists determined to be most advantageous to the Issuers. Up to three respondent(s) may be selected for negotiation of a best and final offer. On September 9, 2013, the Airport Board would review and vote on the recommendation.

Finally, one or more respondents and its/their proposal(s) will be selected and the Airport Board may adopt an ordinance approving the Proposed Transactions described in the proposal(s).

The Issuers have retained the following firms to provide assistance to the Issuers and its Evaluation Committee in preparing this RFP, evaluating proposals, and negotiating any agreements for the Proposed Transactions. The key Advisors are listed below:

AC Advisory, Inc.
Faegre Baker Daniels LLP
JClark Consulting Group, LLC

18.0 MINIMUM QUALIFICATIONS FOR PROPOSALS

The proposal shall include all information necessary, in the format prescribed, to demonstrate compliance with each of the following Minimum Qualifications, as applicable:

18.1 Format

The proposal must contain the Transmittal Letter, Executive Summary, Qualifications, Development of the Regional Assets, Management of the Regional Assets, Management of the Airport, Investing in and/or Attracting Other Private Sector Investment in the Regional Assets and Business/Financial Capacity sections with all sections including the information required in this RFP and specifically, as indicated in Section 20.

Proposals submitted to the Issuers must include the following statutorily required information:

18.1.1 a statement of experience and financial condition in compliance with IND. CODE § 36-1-9.5;

18.1.2 audited or unaudited financial statements not more than six (6) months old;

18.1.3 certified copies of the following:

- minutes covering election of current officers of the respondent; and
- current authority for individuals' personal signatures to contracts of the respondent which may be part of the corporation's original Articles of Incorporation or a subsequent official action of the stockholders or board of directors of the respondent.

18.1.4 evidence that the respondent is registered and in good standing with the Secretary of State to do business in Indiana or a letter stating that if the corporation becomes a successful bidder, authorization will be secured by the respondent not later than fifteen (15) days after the determination of the Issuers to enter into an agreement with the respondent.

18.2 Net Worth

The proposal must demonstrate that respondent has sufficient net worth and financial stability and financial capacity, to the satisfaction of the Issuers, to perform the services in accordance with its proposal.

18.3 Prior Experience with Airport Management and Development

To the extent the respondent is submitting a proposal with respect to management of the Airport, the proposal must demonstrate that respondent has owned or operated in three (3) Airports of which at least two (2) were comparable in type and size to the Airport for at least a

three (3)-year duration and performed both management and development services at such airports.

18.4 Prior Experience with Real Estate Development and Private Investment Strategies

To the extent the respondent is submitting a proposal with respect to the development of the real estate surrounding the Airport, the proposal must demonstrate that respondent has developed and invested in five (5) development projects similar to the development project outlined in this RFP.

18.5 Prior Experience in Tax Exempt Financing

The proposal must demonstrate that respondent is familiar with tax-exempt financing and has managed, developed or invested in multiple projects similar to one or more of the projects described in this RFP that have involved tax exempt municipal financing.

18.6 No Default or Breach

The proposal must demonstrate that respondent and its affiliates are not (i) involved in any current or pending litigation or legal disputes with either Issuer, (ii) in arrears to either Issuer of any debt or contract, (iii) a defaulter as surety or other obligation upon the Issuers or (iv) in failure to perform faithfully in any previous contract with either Issuer.

18.7 No Bankruptcy

The proposal shall demonstrate that the respondent, or any affiliate of the respondent, has never filed for bankruptcy.

18.8 References

The proposal must contain references. Results of reference verifications by the Issuers must be satisfactory to the Issuers.

19.0 PROPOSAL EVALUATION CRITERIA

Each respondent and its proposal will be scored for its responsiveness to the RFP and the Issuers will evaluate the proposed structure of the Proposed Transactions, whether they involve one or all three of the components of the RFP. The proposal will be scored based upon the services proposed by the particular respondent. Although a proposal will not be scored lower solely because it does not address all services requested, its overall scores would likely be lower. However, if a respondent sets forth a compelling solution to a component of this RFP, the Issuers may request that the winning respondent collaborate with such respondent. Set forth in the following sections are the Evaluation Criteria for:

- Qualifications,
- Development of the Regional Assets,

- Management of the Airport;
- Investing in and/or Attracting Other Private Sector Investment in the Regional Assets; and
- Business/Financial Capacity
- Overall Innovation and Creativity

The respondent shall provide in its proposal all information necessary to address the Evaluation Criteria applicable to the services proposed in its proposal (as applicable to each respondent, the “Services”). Respondents should note that the Issuers will be examining the novelty and innovation with respect to some of the Evaluation Criteria listed. In addition, the Issuers have included innovation and criteria as a separate subcriterion to reflect the vital importance the Issuers place upon the innovative and creative approach of the proposals.

19.1 Qualifications

The respondent will be evaluated based on its overall qualifications and experience in providing the Services proposed and on the qualifications of the proposed staff. A summary of the Qualifications criteria are presented in Table 19.1.

In addition to providing information supporting respondent’s ability to satisfy the objectives in Section 2.1 and the Minimum Qualifications described in Section 18.0 of this RFP, the respondent must provide detailed information to demonstrate its qualifications and ability to successfully implement the approaches outlined in this RFP and effectively provide at least one of the services that the Issuers are requesting. The respondent shall include the following information in this section of its proposal:

- Description of respondent’s experience and qualifications for the Services it proposes to offer. The respondent shall list at least five (5) and up to ten (10) reference projects that illustrate the respondent’s experience in providing such Services.
- Description of respondent’s key staff and project organization, including an organization chart showing the key staff. The qualifications of key staff shall be provided, along with their specific roles and responsibilities. If more than one Service is proposed, staff for each Service shall be presented and identified.
- Respondent’s reputation in the industry in which Services are provided.
- Record of regulatory compliance at airports owned, operated or serviced by the Respondent, if applicable.
- Respondent’s record of contract performance.
- Corporate resources that will be available to support the required services.
- Respondent’s five (5) year litigation history related directly or indirectly to the Services.
- Describe the types of staff resources by discipline and their respective locations.
- Any other information respondent deems relevant to the Services.

Table 19.1 represents some of the major factors, but not all that necessarily will be considered under Qualifications.

| Table 19.1 Qualifications Criteria | |
|---|--|
| Subcriteria | Evaluation Factors |
| 1. Structure, Management and Working History | <ul style="list-style-type: none"> ▪ Soundness of team and management structure ▪ History of MBE, WBE and VBE utilization ▪ Employee relations, including transition and collective bargaining experience ▪ Corporate support and resources ▪ Adequacy of proposed staffing and organizational chart |
| 2. Experience and Past Performance | <ul style="list-style-type: none"> ▪ Ownership, operation and maintenance experience and past performance on Services (including size and complexity of airport, project and/or development) ▪ State and federal regulatory compliance and permitting experience and past performance on similar projects ▪ History in renewals of Service contracts ▪ Approach to resolving contract disputes |
| 3. Key Project Staff Experience and Ability of Professional Personnel | <ul style="list-style-type: none"> ▪ Ownership, operation, maintenance and management experience, as applicable, of airports, similar projects as those proposed and/or developments |
| 4. Other Technical Experience | <ul style="list-style-type: none"> ▪ Ability to provide innovative approaches to real estate and economic development and Airport management ▪ Other experience with operation and maintenance of municipal projects that incorporates principles, techniques, and materials that improve efficiency and environmental quality ▪ Experience with implementing capital improvements (including engineering and construction evaluation), if applicable |
| 5. References | <ul style="list-style-type: none"> ▪ Favorable nature of responses from references, both from references supplied by the respondent and from any inquiries made by the Issuers. Factors will include the reference's satisfaction with the respondent's promptness, adequacy and responsiveness in addressing Service issues. |

19.2 Development of the Regional Assets

Development of the Regional Assets focuses on the respondent's ability to satisfy the Issuers' desire for development of the Airport as well as the real estate adjacent to the Airport, resulting in a renewed Northwest Indiana region. The Issuers recognize development of Airport properties may take different skills than development of non-Airport property, outside of the Airport boundaries. Hence, respondents may propose Services for only on-Airport property or only off-Airport property.

The Airport Board believes there is space to add useful revenue producing facilities to the Airport property. It also believes there are services that could be expanded on the Airport with the right Master Developer. The Issuers own only portions of the land adjacent to the Airport and are willing to grant either rights to purchase such land to the winning Master Developer or the right to develop on the land, which would be retained by the Issuers. In addition, there are parcels that would be important for development that neither the City nor the Airport owns. Although the Issuers have no rights to assign in those properties to the Master Developer, it believes a strong, experienced Master Developer with a plan for development of the region would be able to garner public support for its efforts, easing land acquisition for the project.

In addition to providing information supporting respondent's ability to satisfy the objectives in Section 2.1 and the Minimum Qualifications described in Section 18.0 of this RFP, the respondent must provide detailed information to demonstrate its qualifications and ability to successfully implement the approaches outlined in this RFP and effectively provide at least one of the services that the Issuers are requesting. The respondent shall include the following information in this Section of its proposal:

- For both On-Airport or Off-Airport Development Services
 - Scope of Services – Respondent's proposal for developing on-Airport and/or off-Airport properties
 - Estimated timing for each development projects
 - Breakdown of residential vs. commercial development
 - Plans to either replace or rebuild current buildings/homes
 - Plans for logistics operations, including retail distribution centers, air freight operations, intermodal operations On-Airport and off-Airport
 - Any team member that could enhance the proposal
 - Any revenue-sharing between an Issuers and the respondent

- On-Airport Development Services
 - Description of any light industrial development, including light manufacturing, assembly benefiting from proximity to the Chicago transportation infrastructure and the waterway
 - Description of any expansion of passenger airline services, including regularly scheduled passenger services, corporate-based aircraft and charter services
 - Ancillary general aviation activities, including aircraft maintenance, hangar development, aircraft inspection, aircraft painting

- Off-Airport Development Services
 - Potential development of the City’s Lakefront Redevelopment Area
 - Potential development uses for the Airport’s ADZ
 - Potential development uses for City and Airport owned property
 - Concepts re: land acquisition from third parties and corresponding development
 - Potential transportation and logistics infrastructure
 - Development of concentrated areas of specific industry, i.e., “technology corridor”
 - Public transportation leveraging current and new rail, bus and other

- Any other information respondent deems relevant to the Services.

Table 19.2 represents some of the major factors, but not all that necessarily will be considered under Development of the Regional Assets.

| Table 19.2 Development of the Regional Assets Criteria | |
|---|--|
| Subcriteria | Evaluation Factors |
| 1. On-Airport Development Plans | <ul style="list-style-type: none"> ▪ Respondent’s understanding of RFP and responsiveness ▪ Proposed timing of plans ▪ Costs, charges to Issuers ▪ Capital investment of respondent ▪ Revenue to Issuers ▪ Respondent’s approach to execution, monitoring and controlling the plans ▪ Use of local workforce, businesses ▪ Satisfaction of City’s required MBE/WBE/VBE goals ▪ Ability to manage environmental matters ▪ Feasibility |
| 2. Off-Airport Development Plans | <ul style="list-style-type: none"> ▪ Respondent’s understanding of RFP and responsiveness ▪ Proposed timing of plans ▪ Costs, charges to Issuer ▪ Capital investment of respondent ▪ Revenue to Issuers ▪ Respondent’s approach to execution, monitoring and controlling the plans ▪ Use of local workforce, businesses ▪ Satisfaction of City’s required MBE/WBE/VBE goals ▪ Ability to manage environmental matters ▪ Feasibility |

| Table 19.2 Development of the Regional Assets Criteria | |
|---|--|
| Subcriteria | Evaluation Factors |
| 3. Innovative Development Concepts | <ul style="list-style-type: none"> ▪ Feasibility ▪ Past experience with similar concept ▪ Team members; potential vendors ▪ Use of local workforce, businesses ▪ Potential effect on region ▪ Revenue to the Issuers |

19.3 Management of the Airport

This section focuses on the respondent’s ability to meet the performance requirements and provide any management services described in this RFP, including in Section 4.2, in compliance with the standards described in this RFP. The review of the Management of the Airport Criteria, as summarized below and in Table 19.3, will focus on review of the respondent’s proposal relative to achieving the objectives and requirements required by a Management Agreement, should the parties enter into one.

In addition to providing information supporting respondent’s ability to satisfy the objections in Section 2.1 and the Minimum Qualifications described in Section 18.0, this section of the proposal should include a summary of the respondent’s approach and philosophy with regard to the operation and maintenance of the Airport, including the relationship among the existing FBOs, the respondent and the Issuers, and the requirements set forth in this RFP.

19.3.1 Operations Strategy

The respondent should provide its overall approach to the operation of the Airport in this section. The respondent should describe its understanding of the different components of the Airport and the interrelationship of the Airport components, any performance guarantees and regulatory requirements and performance standards as described in this RFP, and achieve the objectives outlined in this RFP, the Issuer’s goals to integrate the Airport into the community, and other issues of importance for this RFP.

19.3.2 Capital Improvements

The respondent should provide its approach to the implementation of capital improvements, both provided by the Issuers or by the respondent, to assure quality and effective construction and startup of new systems and equipment. The respondent should describe the following as part of the plan:

- Approach to providing services associated with the any planned capital improvements, including operability reviews of designs at the 30/60/90-percent completion level, operations coordination and assistance during construction and startup.

- Approach to developing and coordinating Airport Board-planned and Manager-recommended capital improvements, if applicable, with other Airport Board projects with respect to quality and potential performance of the proposed capital improvements.
- Approach to preparing an annual capital improvements plan to identify recommended projects to improve the reliability and performance of the Airport.
- Description of any capital improvements it may have identified during the proposal preparation that would have immediate benefit to the performance of the Airport or, if applicable, that would reduce the annual service fee under the Management Agreement.

19.3.3 Performance

Describe the respondent's approach to performance guarantees and regulatory requirements, if any. This section should also describe the respondent's approach to performance incentives, if applicable.

Describe respondent's approach to developing an emergency preparedness plan. This section shall describe the approach for notification, responding, coordinating with public emergency personnel, emergency equipment and restoring operation at the Airport for all anticipated emergency situations, including tornados, floods, power outages and equipment failure. The respondent shall provide a sample table of contents of its proposed emergency response plan.

19.3.4 Management and Operations Transition

Describe the respondent's approach to the management and the operations transition of the Airport from the current operator to the respondent (if necessary). The following information should be provided as part of the transition plan:

- Proposed schedule and description of transition activities. The schedule should anticipate a maximum of three months for the respondent's full assumption of operational responsibility of the Airport.
- List of the transition team members, including each member's expertise and qualifications and the schedule for having the transition team members on-site, both before and after the effective date.
- Procedures for transitioning operation and maintenance information and other records from the current operator and the Issuers to the respondent and for setting up new operation and maintenance reporting Airport.
- Approach to conducting inventory assessments, setting up supplier accounts and other activities to assure a smooth transition.

19.3.5 Staffing Plan

Describe the respondent's approach to staffing and training. The respondent shall provide the following information as part of the staffing plan:

- An expanded organizational chart that identifies the key staff and operation staff, including the areas of project management, customer service, and other categories as applicable. Key staff includes project managers and supervisors in each category listed above.
- The qualifications of key staff, along with their specific roles, responsibilities and applicable certifications, shall be provided.
- Approach to all Airport functions, including, but not limited to, management, operation and including the planned staff levels for the Airport. Describe the staff coverage and planned work shifts for both weekdays, weekends/holidays and during anticipated wet weather events. Include the proposed staffing for specific maintenance roles, including electrical and instrumentation services.
- Description of the roles and location (on-site or off-site) of other staff functions for regulatory compliance, finance, human resources, customer services, and engineering services.
- Description of the types of training programs to be provided for staff, including training for job functions, safety and certification purposes as well as any specialized training associated with the planned capital improvement program to be implemented during the life of the Management Agreement.

19.3.6 Local Workforce and Community Outreach Plan

Describe respondent's approach to customer service and community outreach with respect to responding to customer service requests and emergency calls and implementing community programs and other forms of public outreach. The approach shall achieve the following objectives:

- Ensure that good relations are maintained with the Issuers' customers, the public, City departments, consultants and representatives.
- Ensure that customer calls and service requests regarding the Airport are reasonably addressed.
- Maintain professional, responsible and responsive working relationships with the general public, the media, City departments and other entities that have relationships with the Issuers.

- Become a partner in community activities.

19.3.7 Any other information respondent deems relevant to the Services.

Table 19.3 represents some of the major factors, but not all that necessarily will be considered under Management of the Airport.

| Table 19.3 Management of Airport Criteria | |
|--|--|
| Subcriteria | Evaluation Factors |
| 1. Operation Approach | <ul style="list-style-type: none"> ▪ Soundness of approach to provide reliable and effective Services, including process monitoring and performance, communication, standard operating procedures, updates to operation and maintenance manuals ▪ Approach to data management and reporting requirements ▪ Approach to energy management |
| 2. Maintenance Approach | <ul style="list-style-type: none"> ▪ Approach to preventative, predictive, corrective and routine maintenance utilizing data management systems ▪ Asset management approach to maintain managed assets in good working order and condition ▪ Approach to vehicle and rolling stock maintenance ▪ Approach to buildings and grounds maintenance |
| 3. Capital Improvements Plan Implementation | <ul style="list-style-type: none"> ▪ Soundness of approach to provide Services associated with a planned capital improvements plan ▪ Approach to developing and coordinating planned and optional capital improvements with other City projects ▪ Reasonableness of the respondent's proposed approach to the annual capital improvements recommendations |
| 4. Performance | <ul style="list-style-type: none"> ▪ Approach to, and feasibility of meeting the performance standards and regulatory compliance ▪ Approach to emergency response and security planning ▪ Approach to developing and implementing safety programs ▪ Approach to meeting and exceeding the MBE/WBE/VBE requirements ▪ Approach to achieving proposed performance incentives, if applicable |
| 5. Transition | <ul style="list-style-type: none"> • Approach to transition of management and operational responsibility • Schedule and approach to transition activities |

| Table 19.3 Management of Airport Criteria | |
|--|---|
| Subcriteria | Evaluation Factors |
| 6. Data Management | <ul style="list-style-type: none"> • Approach to data management of the Airport • Approach and historical usage of data management systems • Schedule and approach to transition of systems to respondent's data management systems, if applicable |
| 7. Staffing | <ul style="list-style-type: none"> • Adequacy of the proposed staffing and the proposed organizational structure to operate and maintain the Airport and/or perform the management services • Adequacy of training and education programs for staff |
| 8. Customer Service and Community Outreach | <ul style="list-style-type: none"> ▪ Approach to responding to customer service requests and emergency calls ▪ Approach to implementing community programs and other forms of public outreach |

19.4 Investing in and/or Attracting Other Private Sector Investment in the Regional Assets

Under this section, the Issuers will evaluate the respondent's ability to invest in the Regional Assets and its ability to attract additional investment to the Regional Assets, both short- and long-term.

In addition to providing information supporting respondent's ability to satisfy the objections in section 2.1 and the Minimum Qualifications described in section 18.0, this section of the proposal should include a summary of the respondent's strategy and plan with respect to the funding of the development of the Regional Assets in accordance with the requirements set forth in this RFP. An innovative approach that is feasible will be favorably received by the Issuers.

This section should include the following:

- The respondent's plan for financing the development of the Regional Assets, indicating the source and amount of equity investment and proposed source of debt and amount of debt financing
- Private sector and public sector pro forma analysis demonstrating project feasibility with documentation of inputs and assumptions
- Revenues, expenses and income from the Services
- Any other information respondent deems relevant to the Services.

Table 19.4 represents some of the major factors, but not all that necessarily will be considered under Investing in and/or Attracting other Private Sector Investment in the Regional Assets.

Table 19.4
Investing in and/or Attracting other Private Sector Investment
in the Regional Assets Criteria

| Subcriteria | Evaluation Factors |
|-------------------------------------|--|
| 1. Investment in On-Airport Assets | <ul style="list-style-type: none"> ▪ Investment timetable ▪ Respondent’s proportion of the investment ▪ Up-front payment ▪ Revenue sharing with Issuers |
| 2. Investment in Off-Airport Assets | <ul style="list-style-type: none"> ▪ Investment timetable ▪ Respondent’s proportion of the investment ▪ Up-front payment ▪ Revenue sharing with Issuers |
| 3. Innovative Development Concepts | <ul style="list-style-type: none"> ▪ Investment timetable ▪ Respondent’s proportion of the investment ▪ Up-front payment ▪ Revenue sharing with Issuers ▪ Feasibility |

19.5 Business/Financial Capabilities

Under this Section, the Issuers will evaluate the relative financial strength of the respondent and, if appropriate, its guarantor. Relative financial strength will be established through the respondent’s net worth, profitability, financial liquidity, bank references and the respondent’s legal standing with regard to other projects.

In addition to providing information supporting respondent’s ability to satisfy the objections in Section 2.1 and the Minimum Qualifications described in Section 18.0, the Business/Financial Section of the proposal must present and separately address the business and financial aspects of the respondent, as described below:

19.5.1 Respondent Identification

Respondents must indicate in the proposal the names and addresses of any owner(s) of the proposing entity who hold ten percent (10%) or more of stock in the proposing entity or the individual partners owning ten percent (10%) or greater if the proposing entity is a partnership. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders owning ten percent or more of that corporation’s stock, or the individual partners owning ten percent or greater interest in that partnership must also be listed; if none, respondents must state “none.” This disclosure must be continued until names and addresses of every individual stockholder, and individual partner exceeding the ten percent

(10%) ownership criteria of each corporation or partnership listed has been identified.

19.5.2 Financial Information

Respondents shall submit the following information:

- Evidence of ability to provide security from a licensed surety and respondent's financial institution, if applicable.
- Complete copies of annual audited financial statements, including all notes, for each of the last three (3) fiscal years for all major team members, including any guarantor, prepared in accordance with generally accepted accounting principles ("GAAP") and interim financial statements including a period ending within the immediately preceding six (6)-month period.
- The most recent Form 10-K and Form 10-Q filed with SEC; or if not subject to SEC regulation, then the most recent quarterly financial report.
- Any outstanding liabilities or litigation against the respondent or major team member that could materially and adversely affect the financial condition of the respondent or team member or, if adversely determined, has a reasonable likelihood of requiring the respondent or such team member to seek protection under any provisions of the U.S. or equivalent bankruptcy codes.

19.5.3 Security

The respondent may provide a letter of intent from a surety approved by the Issuers and licensed in the State of Indiana indicating that the surety is highly confident that when full application is made by the respondent, if the Issuers so elect, the surety will furnish the required Operation and Maintenance Performance Bond in an amount equal to the annual service fixed fee component as security for the performance of the Management Agreement, if applicable.

19.5.4 Record of Contract Compliance

The respondent shall provide a summary of its compliance with contract requirements of other projects.

The following Table 19.5 provides the Business/Financial evaluation criteria that may be considered.

19.5.5 Any other information respondent deems relevant to the Services.

Table 19.5 represents some of the major factors, but not all that necessarily will be considered under Business/Financial.

| Table 19.5 Business/Financial Criteria | |
|---|---|
| Subcriteria | Evaluation Factors |
| 1. Financial Strength | <ul style="list-style-type: none"> ▪ Ability of the respondent to provide financial investment in the Airport and adjacent property, as necessary ▪ Factors include (not necessarily in order of importance): <ul style="list-style-type: none"> - Credit rating - Net worth - Leverage (long-term debt to total capital ratio) - Historic profitability in relation to size - Liquidity (current debt to current assets ratio) - Overall financial stability - Renewals of contracts |
| 2. Legal standing | <ul style="list-style-type: none"> ▪ Record of complying with municipal contracts, including number and nature of contract breaches, defaults and terminations; compliance with performance guarantees, and imposition of liquidated damages or fines ▪ Nature and outcome of any lawsuits and contract litigation on other projects ▪ Approach to resolving contract disputes ▪ Permit or regulatory violations and speed and efficiency of corrective actions |
| 3. Business and Contractual Terms, and Risk Assumed by Respondent | <ul style="list-style-type: none"> ▪ Favorableness to the Issuers of the business and risk position taken by the respondent in response to the overall business terms requested by the Issuers in this RFP ▪ Factors include but are not limited to: <ul style="list-style-type: none"> - Performance guarantees offered - Favorable terms, conditions or benefits offered by the respondent without being specifically requested in this RFP |

19.6 Proposal Ranking

Table 19.6 presents the relative weighting of the Evaluation Criteria used to rank the proposals. The Issuers have the discretion to vary these relative weightings during the selection process if, during the selection process, the Issuers determines that one or more Evaluation Criteria becomes more or less important for the Issuers' attainment of its goals and objectives.

| Table 19.6 Relative Weighting of Evaluation Criteria | |
|---|-----------------------------|
| Relative Evaluation Criteria | Weighting Percentage |
| Qualifications | 20% |
| Development of Regional Assets | 20% |
| Management of Airport | 10% |
| Investment of Capital | 20% |
| Business/Financial | 20% |
| Exhibited Creativity and Innovation | 10% |
| Total | 100% |

The Issuers will ultimately select for negotiation of final Transaction Agreements, the proposal(s) determined to be most advantageous to the Issuers based on the criteria established in this RFP.

20.0 PROPOSAL REQUIREMENTS

20.1 Submission Requirements

Respondents shall submit ten (10) hard copy sets of the proposal, plus an electronic version on a CD, which are to be delivered to the law firm of Faegre Baker Daniels no later than August 26, 2013 at 5:00 p.m. Central Daylight Time at the address set forth below:

Faegre Baker Daniels, LLP
600 E. 96th Street, Ste. 600
Indianapolis, IN 46240
Attn : Regina M. Sharrow
317-569-4604 (Direct)
317-569-9600 (Main)

One (1) copy of the proposal documents must be clearly labeled as the “Original” and must contain the original signature forms and other original documents. In addition, one electronic version of the complete proposal shall be emailed to the Project E-Mail Address as set forth in Section 11.0.

The box containing the proposals must have the following information written on the outside of the package:

PROPOSALS

Gary/Chicago International Airport Authority and City of Gary

Proposal for the Development and Management of the Airport and Related Assets

(Name of Respondent)
(Name of Respondent's Authorized Official)
(Mailing Address of Respondent)
(Telephone Number of Respondent)
(Electronic Mail Address of Primary Contact)

All proposals must be complete with all requested information, data and attachments. Proposals will not be subject to a public opening. Any proposal received after the time above or at any other location are subject to being returned to the respondent.

20.2 Proposal Format

The proposal shall be bound and typed, single or double sided, on 8½" x 11" paper in English using no less than 11 point font with 1" margins. The proposal may be bound in 3-ring binder; 19-hole, comb-type binding, or other binding format that can be readily reviewed and taken apart, if necessary. Drawings or other graphic representations may be provided on 11" x 17" paper. The proposal shall include a table of contents, which identifies the major proposal sections as outlined herein, and any illustrations, tables, charts or graphics included in the proposal.

Respondents are also required to submit electronically the proposal and proposal Forms on a CD-ROM with all text files in Microsoft Word© format or Microsoft Excel© (non-PDF) format, as appropriate. The disk or CD-ROM shall be submitted in an appropriate envelope. The hardbound proposal shall take precedence over information on the disk or CD-ROM.

Respondents are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Respondent to organize the information required by this RFP as outlined may result in the Issuers, in their discretion, deeming the proposal non-responsive to the requirements of this RFP.

The respondent, however, may reduce the repetition of identical information within several sections of the proposal by making the appropriate cross-references to other sections of their proposal. Appendices for certain technical or financial information (e.g., annual reports) may be used to facilitate proposal preparation.

Proposals by corporations must be executed in the corporate name by the president or vice president authorized to sign. The corporate address must be shown below the signature. Proposals by partnerships must include the official business address of the partnership and the state/country of organization must be shown below the signature. Proposals by a joint venture must be similarly executed by all joint venture partners. Unsigned proposals will be considered non-responsive.

20.3 Proposal Contents

Respondents must provide the appropriate information in accordance with the content and format requirements set forth in each of these proposal sections.

20.3.1 Transmittal Letter

The proposal must include one fully-executed proposal Transmittal Letter from the respondent acknowledging, among other things, that the respondent has completely reviewed and understands and agrees to be bound by the requirements of this RFP.

The proposal Transmittal Letter and all attachments thereto must be signed by a representative of the respondent who is empowered to sign it and to commit the respondent to the obligations contained in the proposal. The certificate of authorization, confirming authorization of such representative, which shall be included as Attachment 1 to the proposal Transmittal Letter, must also be submitted with the proposal.

If the respondent is a partnership, the proposal Transmittal Letter must be signed by one or more of the general partners. If the respondent is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the respondent is a joint venture, each firm in the joint venture shall sign a separate proposal Transmittal Letter. Anyone signing the proposal Transmittal Letter as an agent must file with it legal evidence of his or her authority to execute such proposal Transmittal Letter. The proposal Transmittal Letter shall include the following attachments:

20.3.2 Executive Summary

The respondent shall submit a summary detailing the key aspects of the proposal. This section should include a clear statement of the respondent's understanding of this RFP and the contract requirements, and how the respondent intends to meet the RFP requirements. The Executive Summary shall not exceed six (6) typed pages.

20.3.3 Qualifications Proposal

See Section 19.1.

20.3.4 Development of the Regional Assets

See Section 19.2.

20.3.5 Management of the Airport

See Section 19.3.

20.3.6 Investment in and/or Attracting Other Private Sector Investment in the Regional Assets

See Section 19.4.

20.3.7 Business/Financial Capacity

See Section 19.5.

20.3.8 Exhibited Innovation and Creativity

Respondents may cross reference innovative and creative approaches already described in other sections of the proposal, or highlight them in this section.

20.3.9 Confidential Information

This section of the proposal shall present technical, financial, other confidential information, and proprietary information that the respondent claims is exempt from public disclosure. The Issuers cannot guaranty that any information submitted will be held confidential.

20.4 Operation and Maintenance Performance Bond

If applicable, the respondent may provide a letter of intent from a surety company indicating that the surety is highly confident that when full application is made by the respondent, the surety will furnish a performance bond as security for the Manager's performance of its obligations under the Management Agreement.

If applicable, the performance bond shall be issued by a surety company or companies (1) having ratings of "A" in the latest revision of the A.M. Best Company's Insurance Report; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Applicable Sureties on Federal Bonds as Acceptable Reinsurance Companies"; and (3) properly registered to do business in the State of Indiana.

21.0 VENUE

By submitting a proposal in response to this RFP, the respondent agrees and accepts that any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the courts of Lake County, Indiana, or a federal court of the Northern District of Indiana, as applicable, and all objections as to personal jurisdiction and venue are waived, except an action to subpoena a witness or to obtain documents in a foreign jurisdiction may be filed in the county where the person or documents are located.

22.0 CONFIDENTIAL INFORMATION

In general, all proposals and other documentation arising out of this RFP are public records ultimately subject to disclosure or nondisclosure as may be required or permitted by the Indiana Access to Public Records Law, IND. CODE §§ 5-14-3-1 *et seq.* and the Issuers' rules, if any. However, all proposals will be opened and evaluated so as to avoid disclosure of contents to competing respondents during the negotiation process.

IF ANY PROPOSAL CONTAINS TECHNICAL, FINANCIAL OR OTHER CONFIDENTIAL INFORMATION THAT THE RESPONDENT BELIEVES MAY BE EXEMPT FROM PUBLIC DISCLOSURE, THE RESPONDENT MUST CLEARLY LABEL THE SPECIFIC PORTIONS SOUGHT TO BE KEPT CONFIDENTIAL, INDICATE THE SPECIFIC HARM TO ITS COMPETITIVE POSITION THAT DISCLOSURE COULD BRING ABOUT, AND SPECIFY THE BASIS (PERTINENT SECTION OF LAW) UPON WHICH THE EXEMPTION IS BASED. THE ISSUERS, IN THEIR DISCRETION, WILL DETERMINE WHETHER SUCH EXEMPTION APPLIES UNDER APPLICABLE PUBLIC RECORDS, LAWS OR REGULATIONS. THE ISSUERS HAVE THE SOLE DISCRETION TO INTERPRET THE LAW REGARDING THE DISCLOSURE OF INFORMATION, AND BY RESPONDING TO THIS RFP, RESPONDENTS WAIVE ANY CHALLENGE TO THE ISSUERS' DECISIONS IN THIS REGARD. MARKING ALL OR SUBSTANTIALLY ALL OF THE PROPOSAL AS CONFIDENTIAL MAY RESULT IN THE RESPONDENT BEING DEEMED NON-RESPONSIVE TO THIS RFP.

If the Issuers receive a request to disclose information that a respondent indicated was confidential, the Issuers will use commercially reasonable efforts to promptly notify the respondent of the request. Notwithstanding the foregoing, respondents recognize and agree that the Issuers, their staff and their advisors will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties.

In addition, by submitting a proposal, any respondent not selected relinquishes any claim or right to be compensated for or to object to the use of ideas, approaches, concepts, designs or other elements of the proposal which may be included in the Transaction Agreements entered into with the Issuers.

**EXHIBIT A-1
SURROUNDING AREA - GENERALLY**



**EXHIBIT A-2
SURROUNDING AREA - GENERALLY**

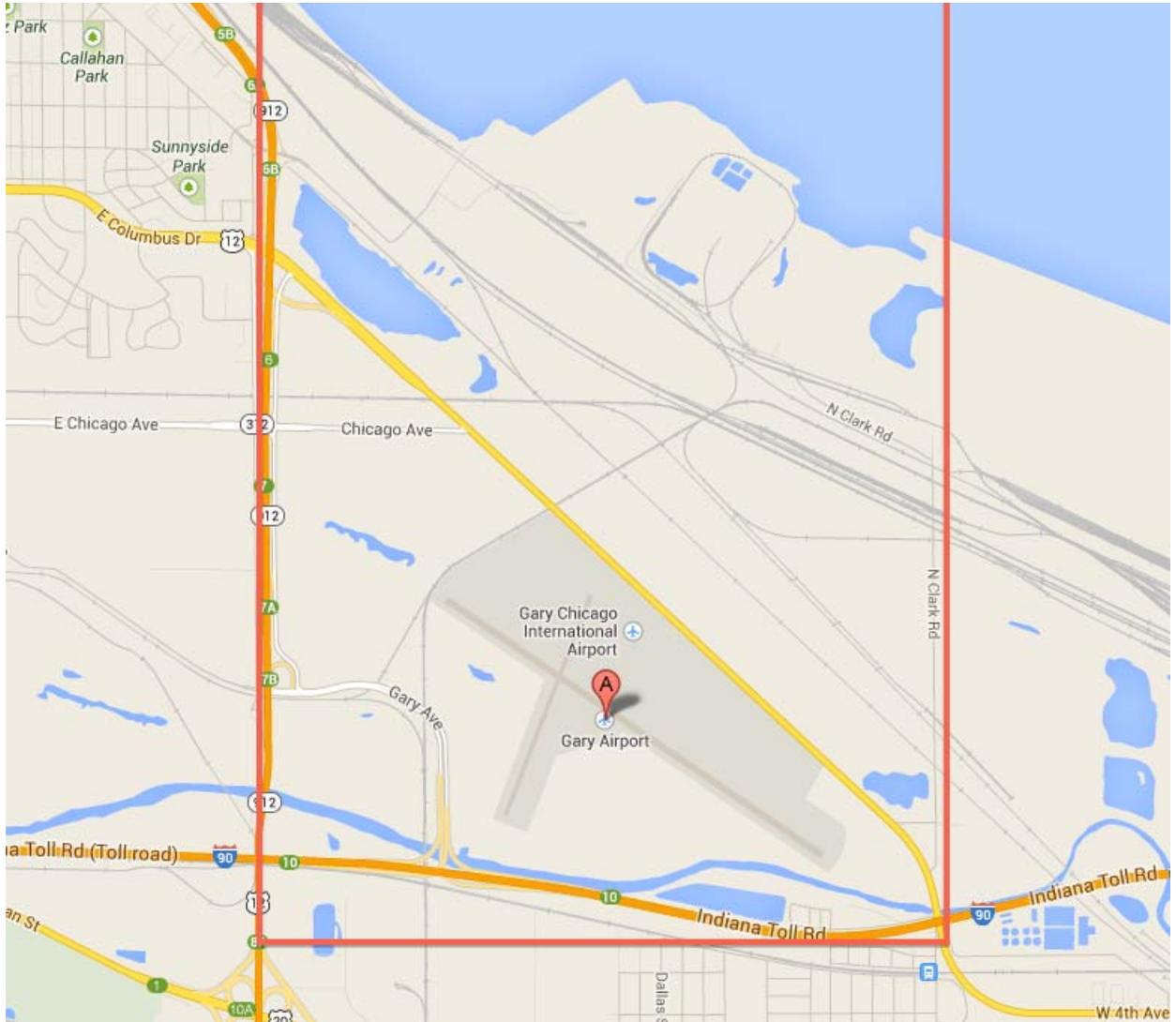
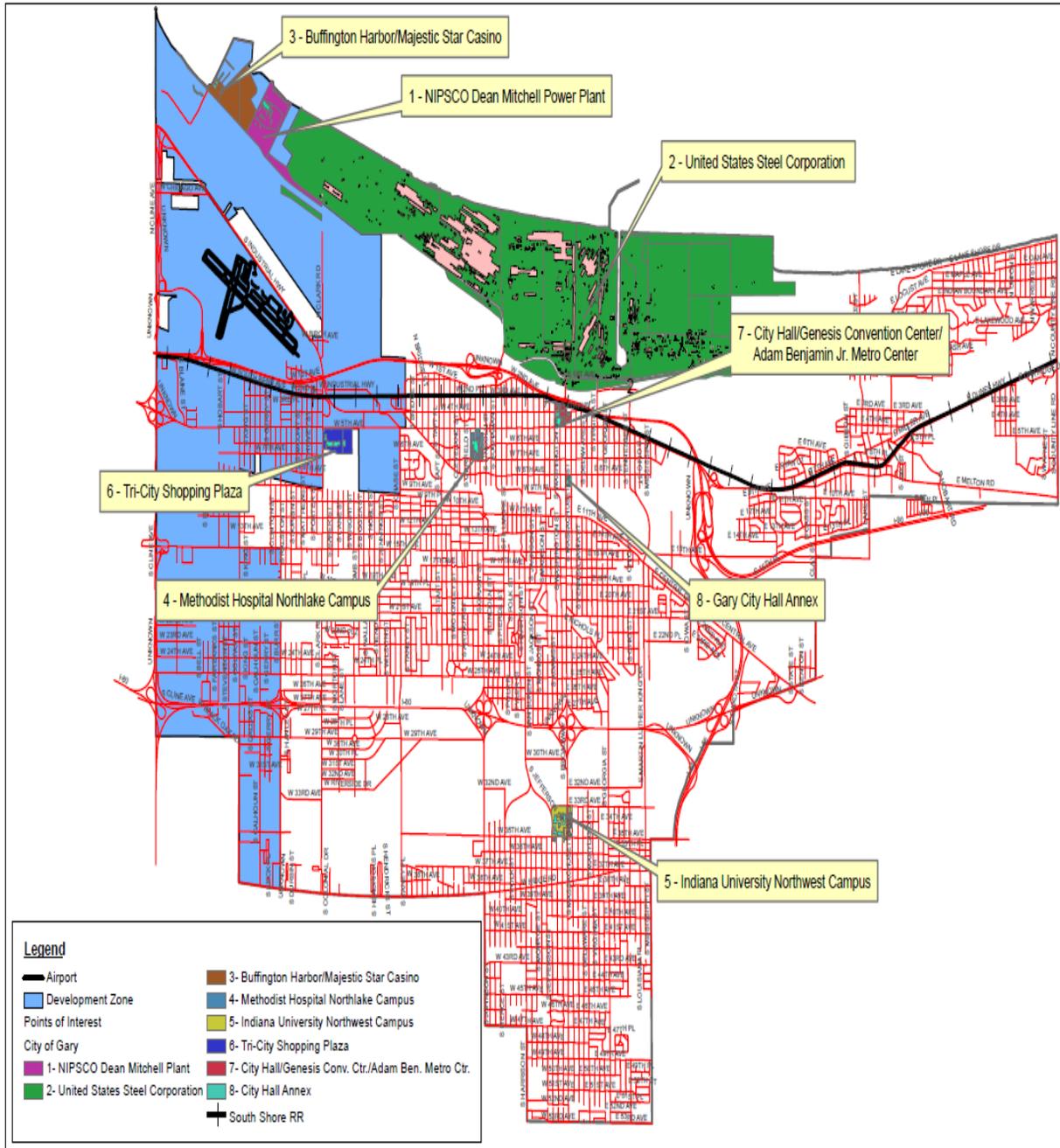


EXHIBIT B
AIRPORT PROPERTY

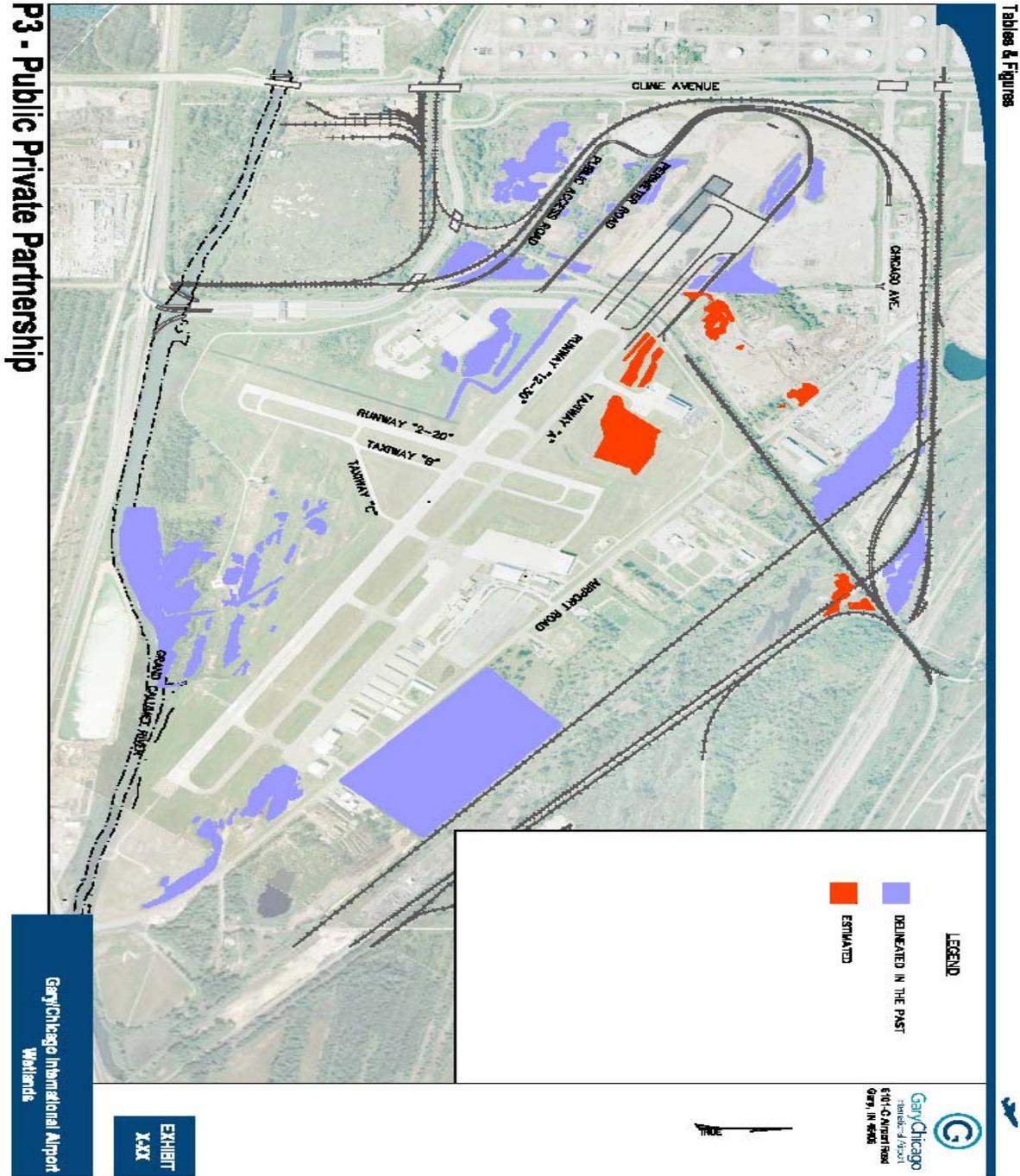


EXHIBIT C MAP OF DEVELOPMENT ZONES



The City of Gary, Gary Sanitary District, Gary Storm Water Management District or their representative do not guarantee the accuracy, completeness, or timeliness of the information shown, and shall not be liable for any loss or injury resulting from reliance upon the information shown.

**EXHIBIT D
MAP OF WETLANDS ON AIRPORT PROPERTY**





Request for Proposals for the Development and Management of the Gary/Chicago International Airport and Related Assets



EXHIBIT E
NON-COLLUSION AFFIDAVIT

STATE OF _____)
_____ COUNTY)

The undersigned authorized representative of Respondent, being duly sworn on oath, states that he/she is duly authorized to act on behalf of Respondent and has not, nor has any other employee, member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making a proposal nor to induce anyone to refrain from submitting a proposal and that this offer is made without reference to any other offer.

Respondent (Name of Firm)
Signature of Representative/Agent
Printed Name of Representative/Agent
Title

Subscribed and sworn to before me this _____ day of _____, 2013.

My Commission Expires: _____

Notary Public

County of Residence _____