



Metropolitan Airport Authority of Peoria

Request for Proposals

Solicitation for:

Handler of International Regulated Garbage for the General Wayne A. Downing Peoria International Airport

Issued:

June 11, 2021

Due:

July 16, 2021

No later than 10:00 AM CST

Deliver to:

Metropolitan Airport Authority of Peoria

Attn: Mr. Gene N. Olson

Director of Airports

6100 W. Everett McKinley Dirksen Parkway

Peoria, IL 61607

Questions:

golson@flypia.com

TABLE OF CONTENTS

ADVERTISEMENT

TIME TABLE

BACKGROUND

INSTRUCTIONS

1. Invitations
2. Questions for Clarification

3. Determination of Qualified Proposals
4. Filing Proposals
5. Proposal Form
6. Authentication of Proposal
7. Rejection of Proposals
8. Withdrawal of Proposals
9. Award of the Agreement
10. Explanation of, or Finding of Discrepancies
11. Supplemental Information
12. Proposal Security and Requirements of Successful Proposer
13. Investigation of Proposers
14. Proposer Responsible for Examination
15. Concession Fee

16. Agreement Term
17. Selection Process
18. Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation
19. Insurance
20. The Effective Date

EXHIBIT 1 – Proposal Form

1. General Information
2. Financial Information
3. Experience Statement
4. Financial Proposal
5. Operating Plan

6. Licensing and Permits Requirements
7. Equal Employment Opportunity
8. Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation and Title 6 Language
9. The Undersigned Proposer Further Warrants and Agrees
10. Binding Agreement

EXHIBIT 2 - Non-Collusion Affidavit

EXHIBIT 3 - Sample Handler of International Regulated Garbage Agreement

EXHIBIT 4 - Statistical Data (Airline Passenger Activity)

EXHIBIT 5 – Terminal Building Diagrams

ADVERTISEMENT
NOTICE OF SOLICITATION
OF COMPETITIVE PROPOSALS FOR
HANDLER OF INTERNATIONAL REGULATED GARBAGE

1. The Metropolitan Airport Authority of Peoria (The "Authority") is accepting sealed proposals for A Handler of Regulated Garbage at the General Wayne A. Downing Peoria International Airport (The "Airport").
2. The sealed proposals are to be received no later than 10:00 a.m. (CST) on Friday, July 26, 2021. Proposals should be mailed or delivered to: Director of Airports, Metropolitan Airport Authority of Peoria, 6100 W. Dirksen Parkway, Peoria, IL 61607. Any proposals received after the specified closing time will be returned without being considered. We encourage all Proposers to obtain a receipt for delivery.
3. Proposals are to be submitted on the preprinted forms provided in the Authority's RFP Document and must be identified on the outside of the envelope as "Handler of Regulated Garbage Proposal," stating the opening date and time.
4. An RFP Package can be requested in writing from Mr. Gene Olson, Director of Airports, Metropolitan Airport Authority of Peoria, 6100 W. Dirksen Parkway, Peoria, IL 61607, or by calling (309) 697-8272 ext. 100 or by emailing golson@flypia.com.
5. The Authority reserves the right to: 1) reject any and all proposals; 2) waive any formalities in connection herewith; and 3) accept any proposal, either in part or in full, deemed advantageous to it.
6. The Authority hereby notifies all Proposers that it will affirmatively ensure that Airport Concession Disadvantaged Business Enterprises (ACDBEs) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, age, sex, handicap, national origin, or other protected class status in consideration for an award.

TIME TABLE

| <i>Event:</i> | <i>Date:</i> |
|---|----------------------------|
| Advertise and mail RFP | Friday, June 11, 2021 |
| Submit written questions/requests to Authority by | Friday, June 25, 2021 |
| Proposals due | Friday, July 26, 2021 |
| Selection of successful proposal | Wednesday, August 25, 2021 |
| Effective date of the agreement | Wednesday, Sept. 1, 2021 |

BACKGROUND

1. The Airport is a commercial service airport serving central Illinois with facilities to accommodate all phases of air transportation including scheduled air service, general aviation, and air cargo operators. During calendar year 2019, the Airport accommodated approximately 689,000 total airline passengers (enplaned and deplaned), 39,696 take-offs and landings, and 17,954,098 pounds of air freight and mail. These activity levels dropped in 2020 due to the global Covid-19 pandemic. During calendar year 2019, the Airport accommodated approximately 327,000 total airline passengers (enplaned and deplaned), 35,588 take-offs and landings, and 17,215,325 pounds of air freight and mail. Cargo and General Aviation activity was not impacted as much as commercial passenger activity. In recent months, passenger activity has started to recover.
2. The Airport has approximately 1,300 acres of land and is located on the southwest side of Peoria, Illinois. Major tenants of the Airport include three commercial passenger airlines (Allegiant, American, and United), a major national air cargo airline (UPS), four car rental brands, restaurant and gift shop concessions, a full service Fixed Base Operator (Byerly Aviation), U.S. Customs and Border Protection Office, 24 hour FAA Air Traffic Control Tower, FAA Airways Facilities Office, the 182nd Airlift Wing of the Illinois Air National Guard, the Army Aviation Support Facility, and several corporate aviation departments.
3. Construction on the Airport's terminal building was completed and the facility opened in 2011, with seven jet bridges. Activity increased, traffic grew, and the Authority found itself in need of expansion. The Ray LaHood International Terminal was constructed and opened in 2016, adding new holdroom space and two new jet bridges. This facility houses the US Customs General Aviation Facility which is capable of being expanded to house a Federal Inspection Station to accommodate international commercial airline service.
4. The Airport Authority owns an incinerator intended to sterilize regulated international garbage and intends to serve as the Processor under US Department of Agriculture rules for handling regulated garbage coming off of aircraft arriving at PIA from international destinations. Currently, due to staffing levels of US Customs and Border Protection (CBP), the airport is limited to international arrivals consisting of General Aviation (corporate or other) aircraft with up to 15 passengers. This RFP is intended to solicit proposals from companies to serve as the entity that collects international regulated garbage according to USDA-Animal Plant Health Inspection Service (USDA-APHIS) regulations, and then turn the regulated garbage over to the Airport Authority for processing in the incinerator. In addition, the Airport Authority intends to function as the backup Handler.
5. Successful Proposer will be expected to apply to the USDA-APHIS for approval to serve as the Handler of Regulated International Garbage. The Airport Authority will assist the Proposer in completing and submitting this application, but the responsibility for obtaining USDA-APHIS approval will ultimately rest with the Proposer. In addition, Proposer will be expected to enter into an Agreement with USDA-APHIS and maintain records and other compliance with that Agreement.

INSTRUCTIONS

HOW TO SUBMIT PROPOSALS

FOR THE HANDLER OF INTERNATIONAL REGULATED GARBAGE CONCESSION

**AT THE GENERAL WAYNE A. DOWNING
PEORIA INTERNATIONAL AIRPORT, PEORIA,IL**

SUMMARY

- WHEN:** Submit by 10:00 a.m. (CST), Friday, July 26, 2021
- WHERE:** Must be received in the office of:
- Director of Airports
Metropolitan Airport Authority of Peoria
General Wayne A. Downing Peoria International Airport
6100 W. Dirksen Parkway Peoria, IL 61607
- HOW:** An original and two (2) copies of the proposal in sealed envelopes clearly identified
- FORM:** Proposals must be complete and include:
- a. Fully completed proposal form with additional information specified on the form.
 - b. Executed Non-Collusion Affidavit
 - c. Any supplemental information Proposer feels is relevant to the selection process
- EFFECTIVE DATE:** The effective date of the agreement is September 1, 2021.

INSTRUCTIONS

1. **Invitations:** Notice is hereby given that the Metropolitan Area Authority of Peoria (“Authority”) is requesting proposals from qualified companies to operate the Handler of International Regulated Garbage Concession at the General Wayne A. Downing Peoria International Airport (PIA)(“Airport”).
2. **Questions for Clarification:** Questions for clarification of the information contained in this Request for Proposal ("RFP") may be submitted in writing by Friday, June 25, 2021 to:

Mr. Gene Olson
Director of Airports
Metropolitan Airport Authority of Peoria
6100 W. Everett McKinley Dirksen Parkway
Peoria, IL 61607
Telephone: (309) 697-8272 x 100 or E-mail: golson@flypia.com.

The Authority will not respond to any oral requests and proposers should not rely on any oral representation regarding the contents of this RFP.

3. **Determination of Qualified Proposals:** Only those proposals received timely and in proper form will be considered. Those submitting proposals are required to present evidence that they have the experience, expertise, and resources necessary to properly operate the Handler of International Regulated Garbage Concession at the Airport. To ensure this, the Authority requires that those submitting proposals complete and furnish the Proposal Form and Non-collusion Affidavit attached as Exhibit 1 and Exhibit 2.

A. Ideally, the firm or individual submitting proposals shall be able to demonstrate its ability in the management and Operation of Handler of International Regulated Garbage Concessions at a similar size airport or similar type of experience in communities the size of Peoria.

B. This notice is written not to preclude the formation of a new company, partnership, or cooperation to perform this function; however, the Authority will pay attention to prior experience.

C. Should the Proposer not have prior experience, the Authority will examine how the Proposer plans to staff and operate the Concession.

4. **Filing Proposals:** Proposals will be received by the Authority until 10:00 a.m. (CST) on July 26, 2021. E-mailed proposals are acceptable, but the Authority is not responsible for delays, deletions, or other failures for electronic communications to be delivered.

5. **Proposal Form -Attaching Additional Documentation:** For purposes of format uniformity and to facilitate in the proposal analysis and comparison, each proposal must be submitted on the preprinted forms attached hereto as Exhibit 1, and must be identified on the outside of the envelope as "Handler of International Regulated Garbage Concession Proposal," stating the opening date and time. If the Proposal Form contains insufficient space or additional information is required, that information should be typed on plain paper,

attached to the Proposal Form, and marked appropriately. All information that is required to be supplied should be submitted with the Proposal Form. All documentation submitted with this proposal should be bound in a single volume. Proposals shall be limited to twenty-five (25) pages excluding the cover letter, table of contents and back page.

6. **Authentication of Proposal:** The Proposal Form attached as Exhibit 1, must be completed in every respect, and signed by an authorized representative possessing authority to bind the firm. The Proposal Form must be sworn to before a Notary Public. The official name of the firm will be regarded as the name in which the proposal is submitted and in which the Handler of Regulated Garbage Concession Agreement (the "Agreement") will be prepared. As proposals are to be accepted from newly formed firms or a group of existing firms already engaged in similar activities, the Proposal Form is to indicate company information for the newly-formed firm or joint venture that may be organized.

7. **Rejection of Proposals:** The Authority reserves the right to reject any and all proposals, to select the proposal, which at the Authority's sole discretion it judges to be in the best interest of the Authority, even though this proposal does not represent the highest financial return to the Authority, and to waive any technicalities. If all proposals are rejected, the Authority reserves the right to re-solicit proposals.

8. **Withdrawal of Proposals:** A submitting firm (or person) may withdraw its proposal by sending its request, in writing and by certified mail to the office of the Authority Director of Airports. The withdrawal request must be received prior to 10:00 a.m. (CST).

9. **Award of the Agreement:** A contract award will be made to the firm (person) making the proposal considered most advantageous to the Authority. The Agreement must be formally approved by the Authority Board of Commissioners. The successful Proposer must execute the Handler of Regulated International Garbage Concession Agreement in substantially the same form as that attached as Exhibit 3 to this RFP.

10. **Explanation of, or Finding of Discrepancies:** Should a firm (person) submitting a proposal find a discrepancy or omission in these instructions, or should there be any doubt as to the meaning of any provision, it shall notify in writing and by certified mail the Authority's Director of Airports no later than June 25, 2021. The Director will then send written supplemental instructions to all Proposers. Said written instructions shall become addenda to these instructions.

11. **Supplemental Information:** The Authority does not assume any responsibility for the accuracy of data provided in Exhibit 4, "Statistical Data" although it was assembled and compiled from sources considered reliable.

12. **Proposal Security and Requirements of Successful Proposer:** Proposals must be accompanied by a Proposal Security in the form of a Proposal Bond, Certified Check, or Cashier's Check payable to the Metropolitan Airport Authority of Peoria, in the amount of \$250.00. Should the Proposer selected as most highly-ranked by the Selection Committee fail to execute a Handler of Regulated International Garbage Agreement in accordance with their proposal as specified in response to this RFP by no later than thirty (30) days after the Effective Date of September 1, 2021, the Proposal Security shall be forfeited to the

Authority as liquidated damages, the Successful Proposer shall forfeit any rights granted under this invitation for proposals, and the Authority reserves the right to enter into negotiations with the next highest rated Proposer. The Proposal Security will be returned to the unsuccessful Proposers within thirty (30) days after the signing of the Agreement with the Successful Proposer. The Authority reserves the right to extend the Effective Date if it determines in its sole opinion that more time is needed and significant effort is made by the Successful Proposer towards signing an Agreement. By submitting a proposal in response to this solicitation, the Proposer agrees to all the terms and conditions of this Request for Proposals. The Authority Director of Airports, at his sole discretion, may grant additional time and/or waive any other technicalities if warranted.

13. **Investigation of Proposers:** The Authority reserves the right to thoroughly investigate the financial status, experience, and performance record of each Proposer and to decline to award to any Proposer found to be unqualified.

14. **Proposer Responsible for Examination:** The Proposers shall be responsible for examination and understanding of the terms of these Instructions, the physical layout of the site, the future constraints and the operating characteristics and requirements at the General Wayne A. Downing Peoria International Airport, and shall judge for themselves all of the circumstances and conditions affecting the proposal. Failure on the part of the Proposer to make such examinations and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of these instructions. Interested parties may submit questions pertaining to the proposal in writing as indicated in Section 2 above.

15. **Concession Fee:** The Proposer shall submit the Rates and Charges they propose to charge for handling international regulated garbage on a per unit basis (per aircraft basis). The Airport Authority intends to combine the Proposer's invoice with their own and will perform collection tasks and remit the Proposer's fee when paid by the aircraft owner.

16. **Agreement Term:** The term of the Agreement is for five (5) years, with a single five (5) year mutual option.

17. **Selection Process:** A Selection Committee will be established to judge the proposals submitted. By submitting a Proposal, the Proposer understands and agrees that the Selection Committee's weighting and interpretation of selection criteria is a discretionary act of the Selection Committee and shall not be subject to challenge. Judging of proposals by the Selection Committee shall consist of the following criteria as arranged in descending order of magnitude:

- A. Economic benefit to the Authority over the term and option period of the Agreement.
- B. The extent of specialized experience of the Proposer (individual, corporation, or firm) in the type of work required and the degree and depth of professional qualifications available through the Proposer for performance of the services required.
- C. The performance history of the Proposer in the Handling of Regulated International Garbage Industry.
- D. Airport Concessions Disadvantaged Business Enterprise (ACDBE)

participation. Status as a certified ACDBE or using a certified ACDBE as a vendor/subcontractor is important to the Authority. Status as a certified ACDBE will earn the highest evaluation. ACDBE Vendor/Subcontractor participation will be evaluated based on the proportion of total contract value using ACDBE participation. ACDBE firms must be certified in the State of Illinois and be listed in the Directory maintained by the Illinois Department of Transportation.

E. The financial strength/capacity of the Proposer.

F. The Proposer's operations plan.

G. Individual experience for staff assigned to this contract. Proposer's employees will be required to work in the secured areas of PIA, and will be required to successfully complete a fingerprint based criminal history records check and other background investigations similar to those completed by airline employees.

18. Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation:

Proposers under this RFP are required to demonstrate good faith efforts to attain sufficient Airport Concessions Disadvantaged Business Enterprise (ACDBE) participation to meet the Authority's goal of 1.0% percent ACDBE participation for business opportunities at the General Wayne A. Downing Peoria International Airport. Each proposer shall make reasonable, good faith efforts to commit to and meet the foregoing DBE goal and is required to provide to the Authority documentation demonstrating such efforts. Should the Proposer be designated as an ACDBE, 100% of their gross revenue would be counted as ACDBE participation and would fulfill the good faith effort requirement. To be considered as an ACDBE Proposer, the ACDBE firm must be certified by the Illinois Department of Transportation and listed in their Directory. Forms and additional information regarding certification can be found at the Illinois Department of Transportation web site: <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/index>

The successful Proposer shall throughout the term of the Concession Agreement take any steps necessary to achieve and maintain compliance with all applicable federal, state and local rules or regulations, including those issued by the United States Department of Transportation, addressing DBE participation in airport concessions and the Authority's policies regarding same. DBE participation qualifying hereunder may be in the form of any legal arrangement meeting the eligibility standards set forth in 49 CFR Part 23, as currently stated or amended. Further information regarding Authority DBE and ACDBE programs may be obtained by contacting:

Gene Olson, Director of Airports
Metropolitan Airport Authority of Peoria
6100 W. Everett McKinley Dirksen Parkway
Peoria, IL 61607
Telephone: (309) 697-8272 x 100 or E-mail: golson@flypia.com

19. **Insurance:** At the same time of the execution of the Agreement, the Successful Proposer will also deliver to the Authority a certificate of insurance as evidence that the Successful Proposer has obtained all the required insurance in the Handler of International

Regulated Garbage Concession Agreement and as outlined in the Authority's Rates and Charges Ordinance. A current certificate will be kept on file with the Airport Authority for the entire term of the Agreement.

20. **The Effective Date:** The Effective Date of the Agreement shall be September 1, 2021. The Successful Proposer will be expected to begin business activities immediately.

EXHIBIT 1

PROPOSAL FORM METROPOLITAN AIRPORT AUTHORITY OF PEORIA GENERAL WAYNE A. DOWNING - PEORIA INTERNATIONAL AIRPORT, PEORIA, IL

1. GENERAL INFORMATION

A. Proposer: _____

B. Principal Office Address: _____

C. Telephone: _____

D. Official Representative: _____

E. Type of Organization: (Please check one)

_____ Corporation _____ Limited Liability Company

_____ Partnership _____ Joint Venture _____ Sole Proprietorship

_____ Other

Explain "Other": _____

F. If a corporation, answer the following:

i. When incorporated? _____

ii. Where incorporated? _____

iii. Authorized to do business in Illinois: _____ Yes _____ No

iv. The corporation is held: _____ Publicly _____ Privately

v. If publicly held, how and where is the stock traded? _____

vi. List names, titles and addresses of corporate officers:

vii. Name and title of full-time managing officer or managing employee:

Name: _____ Title: _____

(Attach Resume)

viii. List names, titles and addresses of corporate officers:

ix. List names, titles and addresses of stockholders owning 10% or more of the corporation's issued stock: _____

x. Attach copies of the current Articles of Incorporation.

G. If a partnership, answer the following:

i. Date of organization: _____

ii. General Partnership _____ Limited Partnership _____

iii. Certificate of Partnership recorded? _____ Yes _____ No

If yes, where _____

iv. Has the Partnership done business or is it doing business in Illinois?

_____ Yes _____ No

v. Name, and address and partnership share of each general partner:

| NAME | ADDRESS | SHARE |
|-------|---------|---------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

_____ %
_____ %
_____ %

vi. Attach a complete copy of the current partnership Agreement or limited partnership Agreement and/or certificate of partnership.

vii. Name and title of full-time managing partner or managing employee:

Name: _____ Title: _____

(Attach Resume)

H. If a limited liability company, answer the following:

i. Date of organization: _____

ii. _____ Member Managed _____ Manager Managed

iii. State of Organization: _____

iv. Authorized to do business in Illinois: _____ Yes _____ No

v. List names, titles and addresses of officers of limited liability company: NAME TITLE ADDRESS

vi. List names and addresses of Managers of limited liability company, if applicable: NAME TITLE ADDRESS

vii. List names, addresses and percentage of membership interests held by each Member of limited liability company:

NAME ADDRESS PERCENTAGE

| | | |
|-------|-------|---------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

viii. Attach a complete copy of the limited liability company's articles of organization and a fully executed copy of the limited liability company's operating Agreement.

ix. Name and title of full-time chief manager or equivalent officer of the limited liability company:

Name: _____ Title: _____

(Attach Resume)

I. If a joint venture, answer the following:

i. Date of organization: _____

ii. Joint Venture recorded? _____ Yes _____ No

If yes, where _____

iii. Date _____ Book _____

Page _____ County and State _____

iv. Has the Joint Venture or any Joint Venturer done business or is doing business in Illinois? _____ Yes _____ No

If "Yes", then when and where? _____

v. List names, addresses and Joint Venture share held by each Joint Venturer:

| NAME | ADDRESS | JV SHARE |
|-------|---------|----------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

| | | |
|-------|-------|---------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

- vi. Attach a complete copy of the Joint Venture Agreement.
- vii. Name and title of full-time Joint Venture manager or managing employee:

Name: _____ Title: _____

(Attach Resume)

J. If a Sole Proprietorship, answer the following:

- i. Name in full: _____
- ii. Address: _____
- iii. Date of Birth: _____
- iv. Social Security No. : _____
- v. Have you conducted business or are conducting business in Illinois?
 Yes No

If "Yes", when and where? _____

(Attach Resume)

2. FINANCIAL INFORMATION

The Proposer must demonstrate financial trust, responsibility, and capability by providing the following financial information: *(Any private and confidential information provided that is marked appropriately will be kept confidential to the extent permitted by law)*

A. Financial Statements: The Proposer shall submit a Balance Sheet, an Income Statement, and a Statement of Cash Flows including all footnotes to the above for the last two (2) fiscal year periods prepared in accordance with generally accepted accounting principles by a Certified Public Accountant. *(Attach information.)*

B. Surety Information: Have you or any entity in which you have had an ownership interest ever had a bond or surety instrument canceled or forfeited?
 Yes No

If yes, state name of bonding company, date, amount of bond and reason for

cancellation or forfeiture: _____

C. Bankruptcy Information: Have you or any entity you have had ownership interest ever been declared bankrupt? _____ Yes _____ No

D. If yes, state when and where, and which type of bankruptcy: _____

E. Credit References:

Provide names, addresses, titles, phone numbers and business type of at least three (3) organizations your company has done business with in the most recent three (3) years. _____

F. Financing USDA-APHIS Application and Start-Up of Operations:

The funds necessary for the Handler of International Regulated Garbage Concession will be financed in the following manner: *(Be specific as to how you will get the money to finance your business. This should include your existing lines of credit, current assets and a letter of intent from your banking institution -unless being financed out of existing capital.)*

**The Authority is not responsible for any start-up costs or on-going costs such as utilities or vehicles.*

3. EXPERIENCE STATEMENT

A. The firm or individual submitting proposals shall be able to demonstrate its ability in the management and operation of International Regulated Garbage concessions at similar size airports or similar facilities in communities the size of Peoria.

This notice is written not to preclude the information of a new company, partnership, or corporation to provide this service; however, the Authority will give attention to prior experience. Should the Proposer not have prior experience, the Authority will examine how the Proposer plans to staff and operate the Concession.

Attach a statement detailing the experience and a list of all locations currently managed which must include the contact information for location owner(s). The Proposer may include any additional information deemed necessary to demonstrate experience.

B. Attach an Organizational Chart and management structure of the proposed operation.

C. Attach a statement detailing the experience and qualifications of each individual who will be responsible for the operations at the Airport.

D. Attach a statement detailing the experience and qualifications of all individuals responsible for sales for the Proposer.

E. Have any Concession Agreements held by the Proposer ever been canceled or terminated? Yes No

If yes, attach statements setting forth details.

4. FINANCIAL PROPOSAL

In the following space, please propose the Regulated Garbage Handling fee that would be charged for each category of aircraft, bearing in mind that the largest aircraft currently allowed to be processed at PIA is 15 passengers.

Single Engine Piston: _____

Multi-engine Piston: _____

Turboprop: _____

Jet: _____

Rotorcraft (Helicopter): _____

Or, per bag charge: _____ @ _____ gallons per bag.

5. OPERATING PLAN

- A. Please provide a detailed operating plan.
- B. Please provide a detailed plan for completing the USDA-APHIS Agreement application process.

6. LICENSING AND PERMITS REQUIREMENTS

The Proposer is responsible for obtaining all necessary licenses and permits required. The Authority will not reimburse the operator for any cost of licenses or registration with the City, County, or State.

7. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to the Authority Policies regarding equal opportunity, please provide your firm's affirmative action plan for equal employment opportunity. (See attached)

8. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION AND TITLE 6 LANGUAGE:

The Authority policy states that ACDBE's will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, age, sex, handicap or national origin in consideration for an award.

All non-ACDBE respondents/Proposers should attempt to secure ACDBE participation as part of their response/proposal. The Authority is using the Goods and Services method of obtaining ACDBE participation in addition to establishing contracting goals. If the Successful Proposer fails to meet the goal, its efforts will be evaluated to determine whether there has been good faith compliance with the bid documents, and may result in withholding the contract award. All non-ACDBE respondents will be required to document their purchases of goods and services to support our efforts to obtain ACDBE participation.

Describe the methods used by the Proposer to assist the Authority in meeting the ACDBE participation goals.

9. THE UNDERSIGNED PROPOSER FURTHER WARRANTS AND AGREES THAT:

A. It understands that its proposal may be withdrawn and its Proposal Security Deposit refunded by requesting such withdrawal, in writing, by certified mail, any time before July 30, 2021.

B. It has carefully read and fully understands the terms and conditions of the Request for Proposals and the Instructions to Proposers, and has the capability to carry out all of the responsibilities set forth therein.

C. The individual or any partner or corporate officer or LLC member has never been convicted of a felony or crime involving moral turpitude and there are no pending proceedings against the individual, a partner, a member or the corporation of officer concerning the alleged commission of a felony or crime involving moral turpitude.

D. The Proposal Form and related forms have been completed to the best of its

ability and it represents and warrants that all information contained therein is true and correct to the best of its knowledge.

E. By submission of this proposal, the Proposer acknowledges that representatives of the Authority have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the Proposal Form, and the Proposer authorizes release to the Authority of any and all information sought in such inquiry or investigation. Further, the undersigned agrees to permit the audit and examination of books, records, and files of the named firm for compliance. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

10. BINDING AGREEMENT

The Proposer agrees to be bound by this proposal for a period of one hundred twenty (120) days from the date set for receipt of proposals.

The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (*name of firm*) as well as the ownership thereof.

CORPORATE
SEAL
(if applicable)

Signature: _____

Name: _____

Title: _____

NOTE: If a partnership, a general partner must sign; if a corporation, the authorized corporate officer must sign, if an LLC, the authorized manager must sign.

State of _____

County of _____ at _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public

My Commission Expires: _____

EXHIBIT 2

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS.

COUNTY OF _____

_____ *

of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the Proposer to submit the attached proposal. Affiant further says that: (1) the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; (2) that such proposal is genuine and not collusive or a sham; (3) that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham proposal, and has not, directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone else shall refrain from proposing; (4) that said Proposer has not in any manner directly or indirectly, sought by Agreement, communication or conference with anyone to fix the proposal price of said Proposer or any other Proposer, or to fix any overhead, profit, or cost element of such proposal price of said Proposer or of any other Proposer, or to secure any advantage against the Authority or anyone interested in the Handler of International Regulated Garbage concession; (5) that the Proposer has not been a party to any collusion with any official of the Authority or any employees of the Authority concerning exchange of money or other things of value for special consideration in submitting a sealed proposal for the Handler of International Regulated Garbage Concession at the General Wayne A. Downing Peoria International Airport; (6) that all statements contained in such proposal are true; (7) and that Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto to other parties.

Firm Name

By: _____
Signature and Title*

Subscribed and sworn to before me this ____ day of _____, 20 ____

Notary Public

My Commission Expires: _____

**Owner, General Partner, LLC Manager, or Officer of the Corporation, Company Name and State.*

EXHIBIT 3

"S A M P L E"

HANDLER OF INTERNATIONAL REGULATED GARBAGE CONCESSION AGREEMENT

This Concession Agreement ("Agreement") made as of this _____ of _____, 20____, by and between the METROPOLITAN AIRPORT AUTHORITY OF PEORIA, an Illinois municipal corporation, hereinafter referred to as "Authority," and _____, hereinafter referred to as "Concessionaire".

WITNESSETH:

WHEREAS, the Concessionaire desires to act as Handler of International Regulated Garbage at the General Wayne A. Downing, Peoria International Airport (the "Airport") to facilitate the arrival of aircraft from international points of origin (the "Services"); and

WHEREAS, the Authority desires to act as Processor of International Regulated Garbage, and the parties have negotiated the terms in this Agreement by which such Services shall be performed;

NOW, THEREFORE, the parties hereto, for and in consideration of the fees, covenants and agreements contained herein, agree as follows:

- A. The Airport is a commercial airport serving the business and pleasure travel needs of residents of and visitors to the Greater Peoria/Central Illinois area and areas of the counties surrounding the Airport.
- B. The Airport supports operation of a Port of Entry operated by the US Customs and Border Protection (CBP), including a General Aviation Facility located in the Ray LaHood International Terminal.
- C. US Customs and Border Protection and US Department of Agriculture-Animal Plant Health Inspection Service regulations require special handling of Regulated Garbage on Conveyances arriving into the territory of the United States from international locations.
- D. The purpose of this Agreement is for the Authority to grant to Concessionaire under the conditions and subject to the various covenants and agreements set out herein a license and concession to utilize designated spaces at the Airport for conducting all necessary operations to receive International Regulated Garbage from aircraft arriving at the Airport, collecting and storing such Regulated Garbage in accordance with USDA-APHIS regulations, and transmitting such Regulated Garbage to Authority for Processing and disposal through incineration.

1. SUBORDINATION OF AGREEMENT TO RATES AND CHARGES ORDINANCE

Concessionaire agrees that this Agreement shall be subordinate and subject to the terms

and provisions of "An Ordinance of the Metropolitan Airport Authority of Peoria Pertaining to Rates and Fees" effective March 1, 2021, as Ordinance 2021-A, as amended or as succeeded from time to time ("Rates and Charges Ordinance"), which Rates and Charges Ordinance is expressly incorporated herein by reference. It is intended between the parties that the terms of this Agreement shall control matters not specifically addressed in the Rates and Charges Ordinance. To the extent any terms of this Agreement conflict with the Rates and Charges Ordinance, the Rates and Charges Ordinance shall control.

2. THE SERVICES

A. **USDA Application.** Concessionaire agrees that it will apply for and enter into an agreement with the US Department of Agriculture – Animal Plant Health Inspection Service to become a handler of International Regulated Garbage and that it will develop and maintain all required recordkeeping processes and paperwork.

B. **Operational Services.** Concessionaire will perform the operational duties required to meet USDA-APHIS regulations for accepting International Regulated Garbage at PIA. This will include the following:

i. Concessionaire will supply personnel to meet all aircraft arriving at the Airport from an international destination with International Regulated Garbage. This could involve arrivals 24 hours per day, 365 days per year. The Port Director of US Customs and Border Protection normally receives advance notice of arrivals outside of regular business hours and will notify Concessionaire of an impending arrival.

ii. Concessionaire will meet the arriving international aircraft when authorized by the CBP Port Director and will collect all International Regulated Garbage, place it in approved and specially marked trash bags, and complete all required log entries. Concessionaire will then temporarily store the International Regulated Garbage trash bags in the approved and specially marked trash receptacles and will lock the receptacles. Concessionaire shall be responsible for keeping said trash receptacles secure and shall promptly report any breach of the receptacles to the Authority and the CBP Port Director,

iii. Concessionaire will clean up any spills or leaks using only cleaning agents approved by USDA-APHIS regulations. Concessionaire shall promptly report to the Authority and CBP Port Director any spills, leaks, or materials that pose a health or safety threat, or which pose a threat to Airport property.

iv. Concessionaire will then notify MAAP Airport Operations that a consignment of International Regulated Garbage has been accepted and needs to be processed.

v. Consistent with paragraphs 3 and 5 of this Agreement, Concessionaire will keep accurate records of all fees to be charged the party responsible for fees (aircraft owner or other entity responsible for conducting flights to the Airport) and promptly provide such records to the Authority for invoicing of the responsible party.

vi. MAAP will dispatch personnel to collect the International Regulated Garbage and process it in MAAP's incinerator so that all International Regulated Garbage is sterilized within 72 hours of its collection.

C. Background Checks. Concessionaire agrees that all of its employees performing duties under this Agreement will be subject to and must pass the fingerprint based Criminal History Records Checks and associated training required by Transportation Security Administration Regulations Part 1542 and any successor regulations.

D. Access to Records. Authority reserves the right to inspect and audit Concessionaire's records related to this Agreement. Concessionaire will provide all information required to complete any inspection ordered by USDA-APHIS.

E. Other Business and Services. Neither Concessionaire, nor any of its employees will conduct, transact, solicit or otherwise carry on any business or service on Authority property that is not specifically authorized in accordance with this Agreement or receipt of prior written approval of the Director of Airports.

3. THE FEES

Concessionaire's fees for the Services shall be per the following table.

The fee for handling international regulated garbage, per aircraft arriving at the Airport, shall be:

Single Engine Piston: _____

Multi-engine Piston: _____

Turboprop: _____

Jet: _____

Rotorcraft (Helicopter): _____

Or, per bag charge: _____ @ _____ gallons per bag.

4. TERM/OPTION TO RENEW

The Initial Term of this Agreement ("Initial Term") shall be for five (5) years, commencing on September 1, 2021, and terminating on August 31, 2026. Concessionaire shall have the option to renew this Agreement for an additional five (5) year term ("Renewal Term") by giving Authority six months' written notice prior to the end of the Initial Term of Concessionaire's desire to exercise the option and upon mutual agreement by the Authority. Authority shall have sixty (60) days thereafter to consent in writing to the Renewal Term. In the event Authority does not give written consent within said sixty (60) day period, this Agreement shall terminate at the end of the Initial Term. Except where the terms and

conditions have been expressly modified in writing, the Renewal Term shall be on the same terms and conditions as the Initial Term.

5. RECORDS AND ACCOUNTING

A. Records. Concessionaire shall provide and maintain all records required by USDA-APHIS regulations and shall provide copies of these records to Authority.

B. Statement of Fees. Concessionaire shall provide records to Authority regarding fees to be charged to the responsible party (aircraft owner or other entity responsible for conducting flight to PIA). Authority will combine the fees with fees charged by Authority and will invoice the responsibly party. Authority will then remit the share of fees to Concessionaire on a monthly basis.

C. Right of Audit. The Authority through its officers, employees or agents shall have the right, upon reasonable notice to Concessionaire, to inspect or audit all records of Concessionaire which the Director of Airports considers necessary to determine compliance or to verify Concession Fees from Concessionaire operation hereunder or Concessionaire's compliance with the terms hereof. If any inspection or audit made by or on behalf of the Authority discloses a discrepancy of more than three percent (3%) in the report of Concession Fees for any time period, or if Authority's audit discloses any material deviation from USDA-APHIS regulations, Concessionaire shall reimburse Authority for the expense or cost of such inspection or audit. Concessionaire shall be responsible for payment of all fees or penalties assessed by USDA-APHIS or CBP regarding discrepancies in Concessionaire's operations or recordkeeping.

6. HOURS OF OPERATION

Concessionaire shall operate during those hours as are necessary to adequately serve the public demand, as determined by the Director of Airports. The Airport is open to international traffic 24 hours per day, 365 days per year. Concessionaire shall provide personnel to accommodate these arrivals whenever they occur, including holidays. Concessionaire shall consult and seek approval from the Director of Airports no later than seven (7) calendar days prior to any official holiday to close.

7. RULES AND REGULATIONS

A. Concessionaire covenants and agrees to observe and obey all rules and regulations which may from time to time during the term hereof be promulgated and enforced by the Authority; and further, Concessionaire agrees to obey any applicable city, county, state and federal rules, regulations and statutes, and shall acquire any and all licenses and permits required. Concessionaire shall notify Authority, within 48 hours of the occurrence, if any license or permit held by Concessionaire is restricted, suspended or revoked.

B. Concessionaire agrees that all of its employees at General Wayne A. Downing, Peoria International Airport that may require access to restricted or non-public areas shall be subject to the investigation and approval of the Authority and the Department of Homeland Security and its successors. Concessionaire agrees that such employees are at all times to cooperate and abide by all laws and rules or regulations established by Authority, including regulations for parking of

employees' vehicles.

8. TAXES

Concessionaire agrees to pay all federal, state and local taxes which may be assessed in connection with the operation of its business .

9. STAGING AREA

Authority may, in consultation with Concessionaire but at Authority's sole discretion, permit Concessionaire to use such area or areas (collectively, "Staging Area") within the Airport as are reasonably necessary for Concessionaire to store equipment or provide services pursuant to this Agreement. Authority reserves the right to relocate, change, or the use of any Staging Area. Nothing in this Agreement shall be construed as granting Concessionaire a lease, license or other property or possessory interest in any Staging Area. Upon verbal or written request of Authority, which need not take the form of a formal notice, Concessionaire shall peaceably vacate any Staging Area, leaving the Staging Area in broom clean condition and free of any damages caused by Concessionaire's use of the Staging Area. No fixtures shall be installed in any Staging Area by Concessionaire without Authority's express written consent.

10. FORCE MAJEURE OR TERRORIST ACT

A. Excuse in Performance. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or terrorist act or other reasons of a like nature not the fault of the party delayed in performing this Agreement, then performance of such act shall be excused for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay.

B. Termination by Concessionaire. In the event of an act of terrorism occurring in the United States of America, and such act of terrorism causes a material decrease in airport travel and a decrease in Concessionaire's customer count for a period exceeding ninety (90) days, Concessionaire may, upon written notice, terminate this Agreement and be released from all terms and conditions thereof. Likewise, if destruction or damage of the Airport, and such destruction or damage is not attributable to any action or omission of Concessionaire, causes a material decrease in Concessionaire's customer count for a period exceeding one hundred twenty (120) days, Concessionaire may, upon written notice, terminate this Agreement and be released from all terms and conditions thereof. "Material decrease" as used in the preceding sentence shall mean fifty percent (50%) or more reduction in average annual flight operations counts as determined by the Federal Aviation Administration's traffic counting program performed by Air Traffic Control at PIA.

11. PROPERTY RIGHTS UPON TERMINATION

A. Upon expiration or any earlier termination of this Agreement, Concessionaire shall immediately, and at its own expense, remove all its personal

property, equipment, devices, and appurtenances thereto. Concessionaire shall surrender all equipment and furniture belonging to Authority in good condition, reasonable wear and tear excepted, upon expiration or any earlier termination for cause of the Agreement.

B. Any damage incurred to any Staging Area on account of removal by Concessionaire of any item or portion of the facility or appurtenances thereto shall be promptly repaired by Concessionaire at its own expense within forty-five (45) calendar days, and the Staging Area shall be restored to the condition in which it was received by Concessionaire. If, in the Authority's sole determination, repairs are not made in a manner which it deems to be satisfactory, the Authority will make such repairs and assess the cost to the Concessionaire.

12. INDEMNIFICATION AND INSURANCE

A. Concessionaire agrees to indemnify, defend, and hold harmless Authority and its authorized agents, officers, representatives and employees from and against all injury to persons or property, liabilities, judgments, costs, damages, loss of life or other losses (including reasonable attorneys' fees and court costs) resulting from claims or court actions arising out of the acts of Concessionaire, Concessionaire's agents, and/or servants, or by reason of any act or omission of Concessionaire, Concessionaire's agents and/or servants in connection with its operations or its Services or its occupation of any Staging Area, or under state, federal, or local laws, regulations or ordinances at the General Wayne A. Downing, Peoria International Airport.

B. Concessionaire shall secure public liability (including product liability) and property damages insurance in which Authority shall be named as an additional insured party with Concessionaire. Such policies or insurance shall be maintained in full force and effect for as long as Concessionaire provides Services at the Airport. Said insurance shall protect Authority against any and all liability for death, injury, loss or damage against which Concessionaire has undertaken to save and hold Authority harmless. Such policy limits shall be not less than Two Million Dollars (\$2,000,000.00).

C. Concessionaire agrees to cover its employees with Workman's Compensation Insurance in sufficient amounts as required under the law of the State of Illinois.

D. Concessionaire shall furnish Authority a Certificate of Insurance for each policy required above evidencing such coverage and all policies shall name Authority as an additional insured. Such insurance shall be placed with a company or companies acceptable to and meeting the approval of Authority. Copies of all such policies of insurance or in lieu thereof, a proper certificate of insurance showing Authority as an additional insured party shall be delivered to Authority and shall be held for the benefit of the parties as their respective interests may appear. Concessionaire shall further arrange to have any insurance company providing coverage during the Agreement term to provide written notice to Authority at least fifteen (15) days prior to any cancellation or termination of coverage.

E. While the amount of insurance specified above shall be a source of indemnification by Concessionaire as required above, Concessionaire shall save and hold harmless Authority to the extent that there is no valid and collectible insurance for the above protection Concessionaire is required to provide. Concessionaire acknowledges and agrees that Authority will not carry any insurance on Concessionaire's equipment or property, nor be liable for any loss, damage or expense to any of the same, nor shall Authority be liable for any inconvenience or annoyance to Concessionaire or injury to the business of Concessionaire resulting in any way from a decrease or cessation of Airport traffic. Concessionaire agrees and understands that any insurance limits may be requested by Authority to be appropriately adjusted based on industry standards for airport facilities.

13. WAIVERS

No waiver by the Authority at any time of any of the terms, conditions, covenants or agreements, or non-compliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or of any other terms, conditions, covenant or agreement herein contained, nor of the strict and proper performance thereof by Concessionaire. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein, and no notice by Authority shall be required to restore or revive time as of the essence hereof after waiver by Authority of default in any one or more instances. No option, right, power, privilege or remedy of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to Authority by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law and that the exercise of one right power, option or remedy by Authority shall not impair its rights to any other right, power, option or remedy.

14. TIME OF ESSENCE

Time is of the essence of this Agreement.

15. INDEPENDENT CONTRACTOR

Concessionaire shall be and remain an independent contractor with respect to all of its operations and Services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pension or annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Concessionaire for work performed during the term of this Agreement and further agrees to obey all rules and regulations which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and Concessionaire also agrees to indemnify and save harmless the Authority from any such contributions or taxes or liability therefore. Neither a partnership nor joint venture is created by this Agreement, notwithstanding the fact the Concession Fees to be paid hereunder may be determined by gross revenues from the operation of Concessionaire hereunder.

16. EXCLUSIVE/NO ASSIGNMENT

The parties acknowledge that this Agreement is personal between Concessionaire and Authority, and Concessionaire shall not at any time assign this Agreement or any part thereof.

17. NOTICES

Notice to the Authority provided herein shall be sufficient if sent by certified mail, return receipt requested, postage paid, addressed to:

Director of Airports
Metropolitan Airport Authority of Peoria
General Wayne A. Downing Peoria International Airport
6100 West Everett McKinley Dirksen Pkwy
Peoria, Illinois 61607

And notice to Concessionaire, shall be sufficient if sent by certified mail, return receipt requested, postage paid, addressed to:

and to:

(Concessionaire’s attorney, if desired)

or to such other address as the parties may designate in writing from time to time.

18. SEVERABILITY

It is further expressly understood and agreed by and between the parties hereto that if any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or of any agency of the State or Federal government having jurisdiction over the content of this Agreement, the invalidity of any such provision shall in no way effect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such provision does not materially prejudice either the Authority or the Concessionaire in their respective rights and obligations contained in the valid covenant, conditions or provisions of this Agreement.

19. DEFAULT

A. Events of Default. Authority, at its option, may terminate this Agreement upon any of the following events or occurrences, which shall constitute a default by Concessionaire, or event of termination under this Agreement:

- i. Failure of Concessionaire to perform any covenant, condition or obligation contained herein for more than thirty (30) days after written notice of such default; or

ii. Violation of any rule or regulation of USDA-APHIS or the loss of any permit or license required by USDA-APHIS for the handling of international regulated garbage; or

iii. Insolvency of Concessionaire or its failure to pay debts as they mature in the ordinary course of business, or assignment of a receiver for Concessionaire and a failure to remove the same within sixty (60) days thereafter, or an adjudication that Concessionaire is bankrupt.

B. Authority's Remedies. Should Concessionaire default in any of its obligations under this Agreement, y, Authority, at its option, shall have the following rights and remedies in addition to termination of this Agreement:

i. Declare the Agreement to be terminated;

ii. Institute proceedings for the collection of all sums unpaid and due without acceleration by Concessionaire under this Agreement, together with any consequential damages, cost or expense of Authority incident to the breach of this Agreement, including, but not limited to costs associated with selecting or obtaining a replacement Concessionaire to handle international regulated garbage, and reasonable attorneys' fees incurred by the Authority in collecting said sums or damages, all without relief from valuation or appraisal laws; or

iii. Institute proceedings to enforce the Agreement and recover the Authority's costs and reasonable attorneys' fees incurred in enforcing the Agreement.

iv. Exercise any other rights or remedies at law or equity

C. Concessionaire's Remedies. If Authority defaults upon the performance or fails to observe any term, condition or requirement of it under this Agreement, Concessionaire shall give Authority notice specifying the manner in which Authority has defaulted and Authority shall have thirty (30) days after delivery of such notice to cure such default. In the event Authority fails to cure the default within such thirty (30) day period, or such other period of time as may be reasonably necessary to cure the default given its nature, Concessionaire shall have the right to exercise all rights and remedies in law or equity.

20. SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America and the State of Illinois, their Boards, Agencies, Commissions and other relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds on the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretaries of the Departments of Transportation or Homeland Security.

21. RIGHT TO AMEND

In the event the Federal Aviation Administration, the Department of Transportation, the

State of Illinois or their successors require modifications or changes in this Agreement, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required, pursuant to this paragraph, to agree to a replacement of the Concession Fees provided for hereunder. Provided however, Concessionaire upon any such amendment being proposed to it shall have the right, upon sixty (60) days' notice to terminate this Agreement and be released from all its terms and conditions.

22. NO LIENS

23. Concessionaire shall have no possessory interest in any Staging Area and shall not improve any Staging Area without Authority's express written approval. Concessionaire shall keep any Staging Area free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission. NON-DISCRIMINATION

A. Concessionaire agrees that

i. No person shall be excluded from participation in the use of any facilities used at the Airport on any grounds prohibited by federal, state or local laws, regulations or ordinances, now existing or as may be in the future amended;

ii. In connection with the construction of any improvements on, over or under such land and the furnishings of services thereon, no persons shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination on any grounds prohibited by federal, state or local laws, regulations or ordinances, now existing or as may be in the future amended ; and

iii. That Concessionaire shall operate in compliance with all other requirements imposed by or pursuant to applicable state, federal and local laws, regulations or ordinances, including but not limited to, Title 49, Code of Federal Regulation, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation Title VI of the Civil Rights Act of 1964 Part 15 of the Federal Aviation Regulations, and as such regulations may be amended, and as may be required by any grant agreement with Authority. In the event of breach of any of the above nondiscrimination requirements, Authority shall have the right to terminate this Agreement.

24. AFFIRMATIVE ACTION

A. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on any grounds prohibited by federal, state or local laws, regulations or ordinances, now existing or as may be in the future amended be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E

B. Concessionaire assures that no persons shall be excluded on such grounds

from participating in or receiving the services or benefits of any program or activity covered by this subpart of the Code of Federal Regulations. Concessionaire further assures that it will require that its covered sub-organization, if any, provide assurances to Authority that it similarly will undertake affirmative action programs and that it will require assurances from its sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

C. If Concessionaire fails to comply with the above provision, Authority shall have the right to terminate the Agreement and any other rights set forth in Section 19 hereof.

25. MISCELLANEOUS

A. No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

B. This Agreement and all of the terms contained herein shall be construed under Illinois law. In the event of any litigation between the parties related to this Lease, venue shall lie and be with the state courts located in Peoria County, Illinois.

C. The section and paragraph headings contained herein are for the convenience of the parties only and are not intended to define or limit the contents of their sections and paragraphs.

D. If any term, condition, or provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement, other than such term, condition, or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

E. Upon the written request of Authority, Concessionaire agrees to execute or join in the execution of any documents or instruments that may be reasonably required by Authority and/or third parties, including, but not limited to governmental authorities.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers or representatives thereunto duly authorized the day and year first above written, the Authority pursuant to authorization of its Board of Commissioners.

Signatures on following Page

AUTHORITY:
METROPOLITAN AIRPORT AUTHORITY
OF PEORIA, an Illinois Municipal
Corporation

ATTEST:
By: _____
Its: _____

Chairman of Its Board of Commissioners

CONCESSIONAIRE:

Its:

ATTEST:
By: _____
Its: _____

EXHIBIT 4

STATISTICAL DATA Historical Airline Passenger Activity

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL | Chg % |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|--------|
| 2000 | 27,746 | 30,325 | 34,533 | 31,845 | 31,265 | 32,871 | 32,259 | 31,887 | 32,205 | 36,092 | 34,795 | 29,362 | 385,185 | |
| 2001 | 30,041 | 30,998 | 35,441 | 34,678 | 36,424 | 37,547 | 36,811 | 39,678 | 23,749 | 32,177 | 31,397 | 31,979 | 400,920 | 4.1% |
| 2002 | 30,673 | 32,422 | 38,689 | 37,236 | 37,907 | 39,128 | 38,068 | 36,646 | 31,586 | 34,564 | 31,363 | 35,300 | 423,582 | 5.7% |
| 2003 | 29,279 | 29,870 | 31,970 | 28,763 | 31,127 | 32,490 | 33,864 | 31,028 | 29,290 | 32,110 | 28,676 | 30,147 | 368,614 | -13.0% |
| 2004 | 27,236 | 28,370 | 38,170 | 35,838 | 38,210 | 40,371 | 42,183 | 40,928 | 39,663 | 43,011 | 39,609 | 38,859 | 452,448 | 22.7% |
| 2005 | 36,229 | 38,676 | 45,210 | 40,983 | 44,108 | 48,660 | 48,008 | 44,112 | 43,031 | 47,603 | 44,012 | 39,402 | 520,034 | 14.9% |
| 2006 | 39,117 | 36,471 | 43,248 | 38,249 | 40,593 | 42,283 | 42,066 | 40,708 | 38,832 | 43,241 | 41,681 | 37,086 | 483,575 | -7.0% |
| 2007 | 39,625 | 37,369 | 44,918 | 44,678 | 47,045 | 50,240 | 49,952 | 45,688 | 41,545 | 48,192 | 48,794 | 45,573 | 543,619 | 12.4% |
| 2008 | 46,795 | 45,078 | 54,121 | 47,789 | 54,579 | 55,189 | 52,634 | 46,811 | 38,177 | 45,066 | 39,486 | 39,263 | 564,988 | 3.9% |
| 2009 | 35,507 | 35,415 | 45,679 | 43,749 | 44,425 | 48,221 | 46,869 | 41,752 | 37,280 | 39,209 | 38,893 | 36,857 | 493,856 | -12.6% |
| 2010 | 34,980 | 34,438 | 48,834 | 42,360 | 42,487 | 47,140 | 50,118 | 44,497 | 41,675 | 43,533 | 40,703 | 40,748 | 511,513 | 3.6% |
| 2011 | 37,290 | 33,354 | 48,180 | 40,090 | 39,388 | 48,511 | 49,247 | 45,395 | 43,631 | 46,196 | 41,274 | 41,017 | 513,573 | 0.4% |
| 2012 | 37,103 | 39,990 | 53,618 | 48,377 | 49,510 | 53,515 | 54,073 | 52,341 | 47,026 | 51,845 | 47,623 | 45,509 | 580,530 | 13.0% |
| 2013 | 42,673 | 43,054 | 56,145 | 46,709 | 52,099 | 54,222 | 54,142 | 52,011 | 46,830 | 49,629 | 46,413 | 48,174 | 592,101 | 2.0% |
| 2014 | 43,015 | 42,673 | 59,021 | 55,683 | 56,470 | 59,373 | 57,256 | 55,856 | 51,820 | 54,580 | 50,790 | 52,783 | 639,320 | 8.0% |
| 2015 | 46,944 | 43,802 | 60,750 | 53,241 | 54,485 | 59,939 | 61,156 | 55,397 | 50,176 | 53,840 | 50,849 | 51,092 | 641,671 | 0.4% |
| 2016 | 44,639 | 45,806 | 58,736 | 49,896 | 52,581 | 58,746 | 56,485 | 49,098 | 50,119 | 53,373 | 52,769 | 50,886 | 623,134 | -2.9% |
| 2017 | 48,847 | 47,385 | 61,199 | 49,156 | 52,898 | 59,879 | 57,238 | 49,726 | 46,264 | 56,290 | 55,146 | 51,138 | 635,166 | 1.9% |
| 2018 | 48,544 | 47,192 | 62,645 | 54,880 | 60,261 | 64,784 | 62,750 | 56,015 | 50,639 | 58,282 | | | 565,992 | -9.2% |

Note: 2018 total is only January through October.

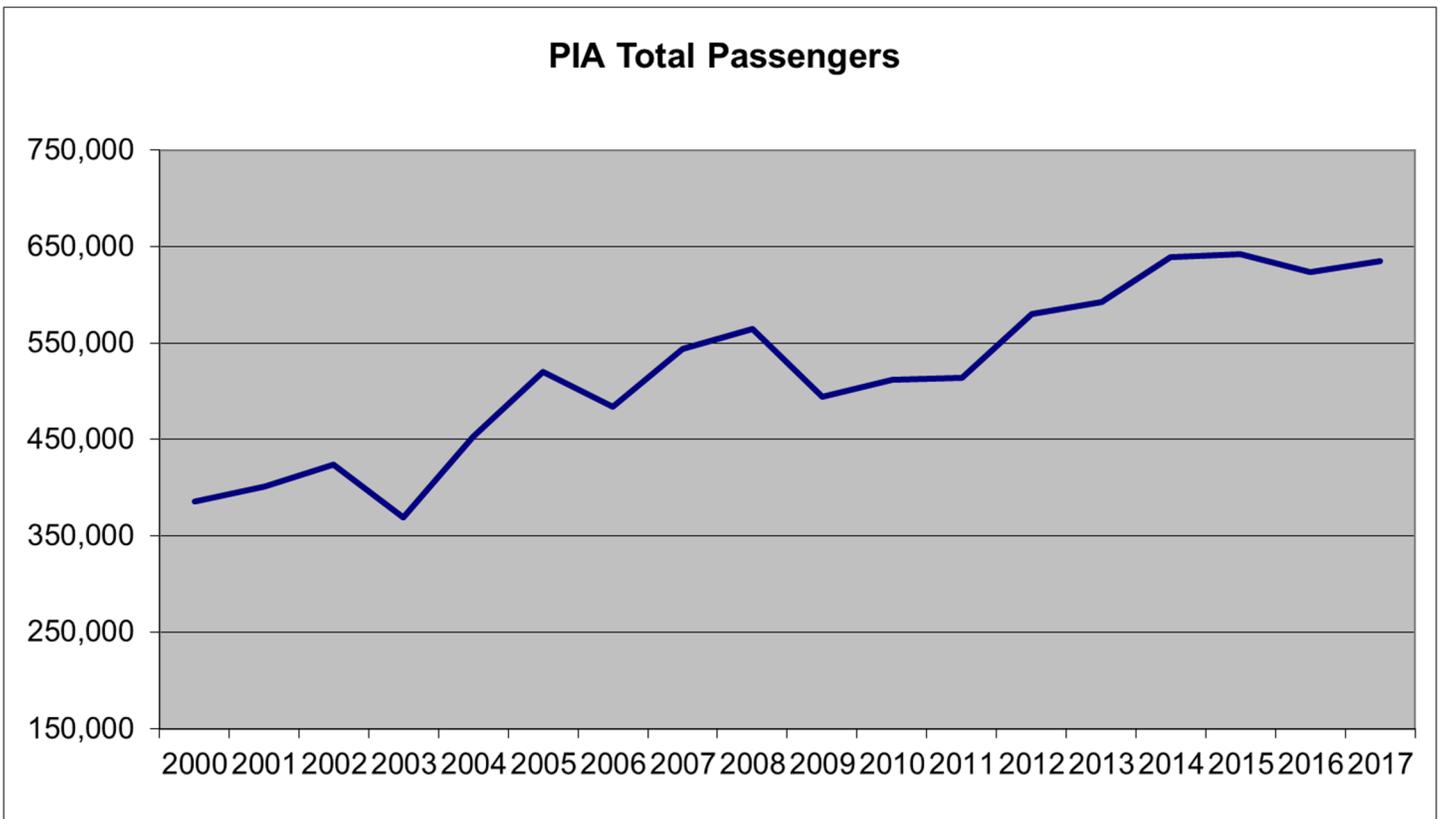


EXHIBIT 5 (1 of 2)

**Main Terminal Building Complex
General Wayne A. Downing Peoria International Airport**

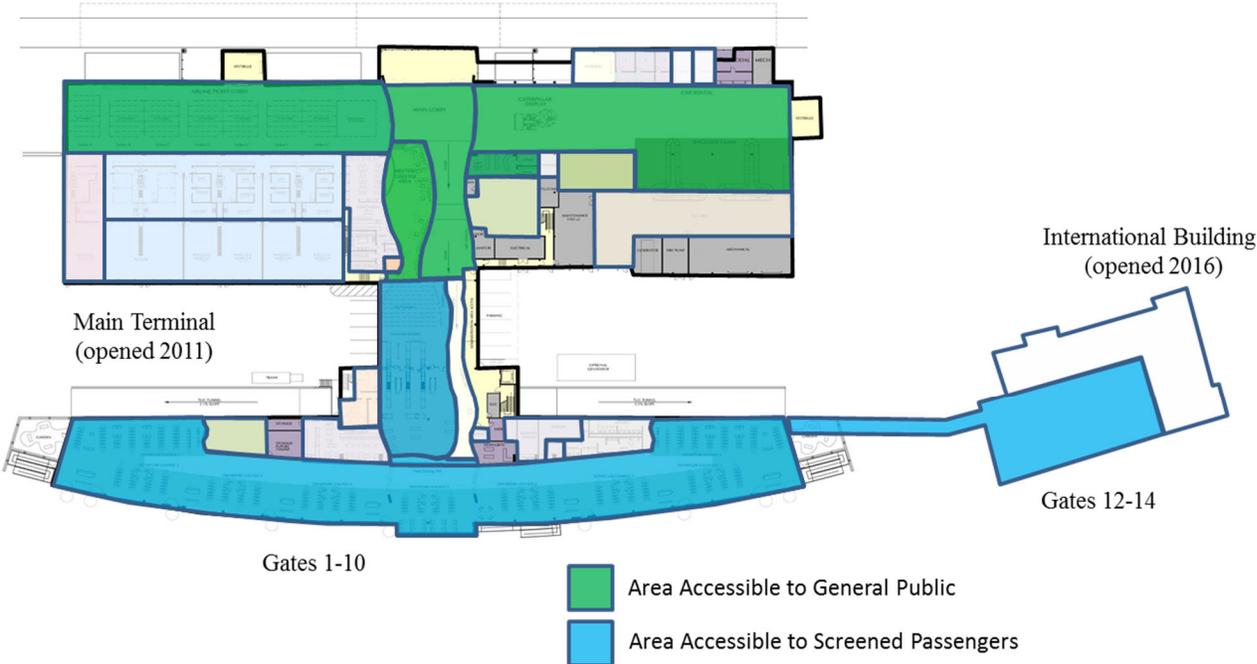


EXHIBIT 5 (2 of 2)

