



Metropolitan Airport Authority of Peoria

Request for Proposals

Solicitation for:

Terminal Advertising Services for the General Wayne A. Downing Peoria International Airport

Issued:

August 9, 2022

Due:

August 31, 2022

No later than 10:00 AM CDT

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

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ADVERTISEMENT
NOTICE OF SOLICITATION
OF COMPETITIVE PROPOSALS FOR
THE ADVERTISING CONCESSION

1. The Metropolitan Airport Authority of Peoria (The "Authority") is accepting sealed proposals for the Advertising Concession 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. (CDT) on August 31, 2022. 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 "Advertising Concession Proposal," stating the opening date and time.
4. An RFP Package can be requested in writing from 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 or national origin in consideration for an award.

TIME TABLE

<i>Event:</i>	<i>Date:</i>
Advertise and mail RFP	Tuesday, August 9, 2022
Submit written questions/requests to Authority by	Wednesday, August 17, 2022
MAAP answers to questions due	Wednesday, August 24, 2022
Proposals due to MAAP	Wednesday, August 31, 2022
Effective date of the agreement	Monday, October 1, 2022

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 689,416 total airline passengers (enplaned and deplaned), 39,696 take-offs and landings, and 17,954,098 pounds of air freight and mail. During the pandemic impacted year of 2020, the total passenger count dropped to 326,861. Aircraft operations (takeoffs and landings) dropped to 35,699, and air freight and mail only decreased to 17,215,325 pounds. These numbers recovered in 2021 to 480,006 total passengers, 43,798 aircraft operations, and 20,301,628 pounds of air freight and mail.
2. The Airport has nonstop flights to thirteen destinations and hubs, including both exciting leisure destinations as well as business flight hubs that connect Peoria and Central Illinois to the nation and world.
3. The Airport has approximately 1,300 acres of land inside the fence 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.
4. 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 currently serving domestic traffic. 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.

INSTRUCTIONS

**HOW TO SUBMIT PROPOSALS
FOR THE ADVERTISING CONCESSION
AT THE GENERAL WAYNE A. DOWNING
PEORIA INTERNATIONAL AIRPORT, PEORIA, IL**

SUMMARY

- WHEN:** Submit by 10:00 a.m. (CST), Wednesday, August 31, 2022
- 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 October 1, 2022.

INSTRUCTIONS

1. **Invitations:** Notice is hereby given that the Authority is requesting proposals from qualified companies to manage the Advertising Concession in the Terminal Building Complex at the Airport.
2. **Questions for Clarification:** Questions for clarification of the information contained in this Request for Proposal ("RFP") may be addressed by requesting a walk-through of the facilities or by submitting in writing no later than August 17, 2022 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 manage the Advertising 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. The firm or individual submitting proposals shall be able to demonstrate its ability in the management and operation of advertising 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 concession; however, the Authority will pay attention to prior experience. The Authority is most interested in experience in small communities and how there will be strong local presence.

4. **Filing Proposals:** Proposals will be received by the Authority until 10:00 a.m. (CDT) on August 31, 2022. Facsimile or e-mailed proposals will not be accepted.
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 "Advertising 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 Advertising 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 Finance & Administration. The withdrawal request must be received prior to 10:00 a.m. (CDT) September 19, 2022.

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 Advertising 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 September 19, 2022. Interpretations, corrections, and/or changes will be made by written addendum.

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 an Advertising Agreement in accordance with their proposal as specified in response to this RFP by the Effective Date of September 19, 2022, 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 proposed percentage of gross revenues payable to the Authority as a concession fee during the term of the Agreement and proposed option agreement.

16. **Proposed Annual Revenue:** The Proposer shall submit the estimated annual revenue payable to the Authority.

17. **Performance Bond:** The Proposer shall deposit with the Authority at the time of the execution of the Agreement a performance bond in the amount of seventy-five (75%) percent of the five-year proposed annual revenue annual average, which deposit shall guarantee faithful performance of the Agreement. The performance bond may be in the form of a corporate surety bond, irrevocable letter of credit, cash, or certificate of deposit payable to the Authority.

18. **Agreement Term:** The term of the Agreement is for five (5) years, with a single five (5) year mutual option. Ownership of the display hardware automatically reverts to the Authority upon termination of the Agreement. The Authority, at its sole option, reserves the right to require the Concessionaire to demolish any and all improvements, clear the premises, and return the premises to the state it was in when first occupied by Concessionaire.

19. **Selection Process:** A Selection Committee will be established to judge the proposals submitted. 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 Advertising 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 marketing plan and the operations plan. The Authority is looking for a specific marketing plan as it relates to the Peoria market.

G. Individual experience for staff assigned to this contract.

20. 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

21. **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 Advertising 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.

22. **The Effective Date:** The Effective Date of the Agreement shall be October 1, 2022. The Successful Proponent 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)*

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: *(Not necessary for current Operator)*

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 Construction and Start-Up of Operations: *(Not necessary for current Operator)*

The funds necessary for the advertising 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 like utilities.*

3. EXPERIENCE STATEMENT

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

This notice is written not to preclude the information of a new company, partnership, or corporation to develop this site; however, the Authority will give attention to prior experience. The Authority is most interested in experience in small communities and how there will be strong local presence.

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 Advertising 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 table, and for each year of the agreement, please propose the Concession Fee payable to the Authority as a percentage of gross revenues and the proposed annual revenue as a dollar amount:

Year	Concession Fee % of Gross Revenue	Proposed Annual Revenue
1	%	\$
2	%	\$
3	%	\$
4	%	\$
5	%	\$

Option Year	Concession Fee % of Gross Revenue	Proposed Annual Revenue
1	%	\$
2	%	\$
3	%	\$
4	%	\$
5	%	\$

Please note Proposer may submit other percentages for specific advertising such as backlit and non-static displays. For the option period, Proposer agrees to invest \$_____ or a minimum of _____% of gross revenue held in escrow for displays, equipment or fixtures, as its refurbishment investment.

5. OPERATING PLAN

- A. Please provide a detailed operating plan.
- B. Please provide a detailed refurbishment plan of equipment and displays.

6. MARKETING PLAN

Please provide information about how you plan to market the facilities, and what your strategy is to attract companies to advertise at the Airport and how to plan you maintain a high level of occupancy.

7. 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.

8. EQUAL EMPLOYMENT OPPORTUNITY

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

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

The Authority has an overall goal of Airport Concessions Disadvantaged Business Enterprise (ACDBE) participation in advertising concessions of one percent (1%).

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.

10. 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 September 19, 2022.
- 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.

11. 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 party 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 advertising 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 Advertising 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 date 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"

ADVERTISING CONCESSION AGREEMENT

THIS ADVERTISING CONCESSION AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20____, by and between the METROPOLITAN AIRPORT AUTHORITY OF PEORIA, a municipality of the State of Illinois (the "Authority"), which owns and operates the General Wayne A. Downing Peoria International Airport (the "Airport"), located in Peoria County, Illinois, and _____ (the "Concessionaire").

1. PREMISES

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 metropolitan areas of the counties surrounding the Airport.

B. The Airport's main passenger terminal building, including the connecting concourses (collectively, the "Air Terminal Building"), is designed and maintained in such a manner as to serve the needs of the traveling public, to facilitate air travel to and from the area served by the Airport and to make available to the traveling public information about the services, facilities and amenities available in the area.

C. 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 the Air Terminal Building for advertising displays and to contract with the advertisers for that purpose; and it is the further intention of the parties that the advertising displayed shall at all times be in good taste, of high quality and in keeping with the operating standards of the Authority.

2. AGREEMENT

IN CONSIDERATION OF the premises stated and the mutual agreements, covenants and conditions hereinafter set forth, the Authority and the Concessionaire agree as follows:

A. CONCESSIONS GRANTED.

i. The Authority hereby grants to Concessionaire, subject to the terms, covenants and conditions of this Agreement, the license and concession, except as noted below, in the public areas within the Air Terminal Building and the concourses at the Airport (and other areas as may be designated from time to time by the Director of Airports) to install, maintain, remove, and operate advertising display facilities, including but not limited to illuminated wall transparency displays, digital displays, wall mounted and framed fabric displays, recessed window type displays, ground transportation/motel direct line telephone displays or other types of advertising exhibits or displays, all of which shall be subject to the

advance written approval of the Director of Airports. Excluded from this concession are Airport Authority advertising; advertising on public telephones; signs and advertising matter within areas leased or assigned to other Airport tenants or concessionaires, including the airline logo displays above ticket counters; any Authority or airline owned electronic message boards or video display type advertising and information systems; and functional and directional signs for the benefit of the public and users of the air terminal building. Also excluded from this concession are displays, exhibits or posters which may be authorized by the Director of Airports to be installed and maintained in the Air Terminal Building by agencies of local, state and federal government or civic and charitable organizations, and video or moving picture presentations of a general promotional, travel or educational nature.

B. TERM.

i. The term of this Agreement shall be for five (5) years, commencing on _____, 20____ and terminating _____, 20____, with an option upon mutual agreement to extend for a single five-year period. In the event that Concessionaire continues to engage in the concession granted by this Agreement following the expiration of the term hereof, or of any written extension hereof, or following the date of any termination hereof, such continued activities shall, if otherwise continued with the consent of the Authority, be deemed merely an extension of this Agreement from month to month. Under any such month-to-month extension, Concessionaire shall pay an increased consideration to be fixed by the Director of Airports, payable monthly in advance, but otherwise on the same terms and conditions as provided in this Agreement.

ii. Prior to nine (9) months of the expiration of this Agreement, Concessionaire shall provide a written request to exercise an option to renew for five (5) additional years (the "Option Term"). Within thirty (30) days, the Authority shall provide in writing that it does not consent to the exercise of the option by Concessionaire. If the Authority does not provide its written objection within thirty (30) days, then Concessionaire's option to extend is agreed upon by the Authority.

C. CONSIDERATION.

i. As consideration for the license and concession granted hereby, Concessionaire agrees to pay the Authority the following amounts:

Year	Concession Fee % of Gross Revenue	Proposed Annual Revenue
1	%	\$
2	%	\$
3	%	\$
4	%	\$
5	%	\$

Option Year	Concession Fee % of Gross Revenue	Proposed Annual Revenue
1	%	\$
2	%	\$
3	%	\$
4	%	\$
5	%	\$

ii. Concessionaire shall pay the Proposed Annual Revenue consideration in equal monthly installments, each month of the term of this Agreement in advance and without previous demand, on or before the first day of each and every calendar month during the term, in lawful money of the United States of America.

iii. Within twenty (20) days after the close of each calendar month of the term of this Agreement, Concessionaire shall tender to the Authority in a form satisfactory to the Director of Airports an account of its business transactions upon the licensed premises during the preceding month, setting forth in particular its gross revenues as herein defined for said month, and shall pay to the Authority the percentage of such revenues set forth above deducting from such payment the minimum annual guarantee paid for that month pursuant to subparagraph ii. above.

iv. "Gross revenues" for the purposes of this section shall mean all revenues received or due or the fair value of any consideration received by Concessionaire from its sale of advertising space or its advertising operations in or about the Airport, minus:

- a. The amount of commissions actually paid by Concessionaire to any recognized advertising agency;
- b. The amount of any sales or use taxes levied or assessed against, and paid by, the Concessionaire in connection with its advertising operation upon the Airport; and
- c. The amount of any sales or use taxes levied or assessed against, and paid by, the Concessionaire in connection with its advertising operation upon the Airport; and
- d. The amount of any reimbursements made to Concessionaire of the actual cost of telephone service by advertisers displayed on the direct line telephone displays. No deduction shall be made from gross revenue by reason of any loss sustained due to the extension of credit by Concessionaire.

v. In the event that the Concessionaire is delinquent for a period of ten (10) days or more in paying to the Authority any consideration or other sum payable under the terms hereof, the Authority may assess a late penalty of one- and one-half percent (1.5%) per month, and the Authority may, upon giving proper notice as set forth herein, terminate this Agreement and demand full payment in accordance with the terms hereof. Any monies received from the Concessionaire shall be applied by the Authority, first to any accrued delinquency charges and then to any other payments due hereunder.

D. REFURBISHMENT.

i. The Authority owns tension fabric displays and electronic displays that are currently installed in the terminal. Concessionaire has the option to use these displays if they so choose. Regardless, Concessionaire will provide a detailed refurbishment plan for the initial term period prior to the Effective Date identifying the displays to be used or replaced. The Authority shall address the plan within thirty (30) days of the Effective Date or provide its comments or objections. If there are no comments or revisions, then the refurbishment plan is approved. Concessionaire shall complete the refurbishment plan within one hundred and eighty days (180) days following written notification of Authority approval. Should the Concessionaire decide not to use Authority provided displays, such displays will be dismantled and conveyed to Authority, and all wall and other finishes restored to original condition, at Concessionaire's expense,

ii. Concessionaire will provide a detailed refurbishment plan of equipment and displays for the option period. Within thirty (30) days of the option term, Concessionaire shall submit its refurbishment plan to the Authority. The Authority shall address the plan within thirty (30) days or provide its comments or objections. If there are no comments or revisions, then the refurbishment plan is approved. Concessionaire shall complete the refurbishment plan within one hundred and eighty days (180) days following Authority approval.

E. SECURITY FOR PERFORMANCE.

i. Concessionaire shall, not later than the date of commencement of the term of this Agreement, deposit with the Authority, and during the entire term and any extended term hereof shall maintain with the Authority, a security deposit in the amount of 75% of the annual proposed annual revenue consideration, averaged over the five-year term hereof, which deposit shall be retained by the Authority as security for the full and faithful performance of this Agreement by Concessionaire. The deposit shall be retained by the Authority as a debtor and not as a Trustee. Should Concessionaire default in the performance of any obligation hereunder, the Authority may apply any portion of the deposit as necessary to cure the default or to compensate the Authority for the default.

ii. At the conclusion of the term, the unused amount of the deposit will be returned or refunded to Concessionaire to the extent such deposit or a portion thereof is not required to cure or to compensate the Authority for a performance default or to pay the cost of restoration or cleaning of Airport premises; repair of any damage caused by Concessionaire's activities; replacement of any improvements owned by the Authority and damaged or removed by the Concessionaire; maintenance, repair or replacement of advertising displays which is Concessionaire's responsibility hereunder; or the payment thereof any other outstanding charges made to the Authority but incurred by the Concessionaire.

F. BOOKS AND RECORDS -AUDIT.

i. Concessionaire shall keep true and accurate books and records showing all of its business transactions upon or generated from the Airport. The Authority shall have the right, through its representatives, at all reasonable times, to inspect such books and records, including Illinois sales tax return records. The Concessionaire hereby agrees to make such original books and records available to the Authority or its authorized representatives at the Authority offices upon request. The requirement to make original books and records available at the Authority offices may be waived at the option of the Director of Airports for good and valid business reasons demonstrated by Concessionaire, provided that, in the event of such waiver, Concessionaire shall reimburse to the Authority upon demand all of Authority's expenses reasonably and necessarily incurred in inspecting Concessionaire's books and records, including but not limited to expenses of travel, lodging and subsistence. Concessionaire shall retain all such books and records for at least 36 months after the expiration or other termination of this Agreement.

ii. Within ninety (90) days after the close of each year of this Agreement, Concessionaire shall furnish a written statement directed to the Authority, prepared by Concessionaire's chief financial officer, and certified by an independent certified public accountant, that the consideration payments, both proposed annual revenue and percentage payments, made by Concessionaire to the Authority during the preceding year pursuant to this Agreement, have been made in accordance with the terms hereof, and that all revenues upon which such payments were based have been properly reported and considered in making such payments. Such statement shall also contain a list of revenues by month as shown upon the books and records of Concessionaire and used by its staff to compute the payments made to Authority during the period covered by the statement. The certificate of the independent CPA shall address the accuracy of the Concessionaire's statement and shall certify that it is prepared in accordance with generally accepted accounting principles consistently applied. The detail and format of such statement must be mutually acceptable to Concessionaire and to Authority.

iii. Following receipt and review of the year-end statement by the Authority, if the total payments made by the Concessionaire has exceeded the proposed annual revenue for the same twelve-month period, Concessionaire will be granted a credit in the amount by which any monthly proposed annual revenue payment exceeded the percentage of Gross Revenues due for that month (if any such excess payment occurred). The credit, as calculated and authorized by the Authority, may be applied by Concessionaire against the succeeding year's proposed annual revenue, but no reimbursement payment will be made by the Authority. The Authority will supply the written authorization for credit, if any credit is due Concessionaire, within sixty (60) days after receipt of the year-end statement from Concessionaire.

iv. Concessionaire shall submit to the Director of Airports a monthly listing of all its advertisers on the Airport, the length of term and gross payment of each advertising contract and the type and location of the display being used for each advertiser.

v. The Authority shall have the right at any time and from time to time to make or cause to be made an audit of all of the books and records of the Concessionaire related to its operations under this Agreement. Should any such audit reveal that gross revenues for the year audited have been understated by more than 1% the Authority shall be entitled to recover from Concessionaire the entire cost of performing the audit, which shall be added to and become a part of the shortage due to be paid to the Authority. Upon completion of the audit, all shortages found to be due the Authority shall become immediately due and payable and shall accrue interest at the rate of one- and one-half percent (1.5%) per month until paid.

G. LOCATIONS.

i. The exact location of all displays, including but not limited to the ground transportation/hotel/motel telephone stands shall be designated by the Director of Airports. The Director of Airports may designate alternative locations or additional locations from time to time for the use of Concessionaire; and Concessionaire shall not use any other space, area or location for an advertising display upon the Airport other than those specifically approved and designated by the Director of Airports.

ii. The Director of Airports may require Concessionaire to change the location of or remove any advertising display at the sole cost and expense of the Concessionaire; provided, however that if the Director of Airports has previously approved a contract between Concessionaire and an advertiser providing for a particular display at a particular location, the Director of Airports may not, unless the relocation or removal is necessary in order for the Authority to modify or expand the air terminal building or unless the particular display interfere with the proper operation of the terminal or the connecting concourses, require a change in the location or

removal of the display until the expiration of such approved contract.

H. ADVERTISING DISPLAYS AND APPROVAL.

i. The term "advertising display" shall include but not be limited to signs, models, cases, frames, dioramas, panels and other devices used for the purpose of advertising.

ii. All advertising displays shall be constructed, installed and maintained in compliance with the applicable provisions of any laws, ordinances, codes, rules or regulations pertaining thereto which are in effect at the time of installation or are subsequently amended or adopted.

iii. Prior to commencing any construction, alteration or maintenance work or removal of facilities which may have a significant visual effect or involve modification of any existing structure or utility system, Concessionaire shall submit to the Director of Airports for approval the plans for the work, and shall present evidence of the existence of any building permit required.

iv. Prior to the installation or placement of any advertising display or exhibit in the Terminal, Concessionaire shall submit to the Director of Airports for approval copies, sketches or photographs of all types of contemplated advertising copy and displays, including number, size and proposed location of each such advertising display; and this requirement shall be included in any contract made by Concessionaire with any third party. In accordance with all applicable laws, the Director of Airports shall have absolute discretion to reject any such proposed advertising display deemed by him/her to be unsuitable or undesirable for use in the Terminal.

v. All advertising displays shall be in good taste, professionally developed and presented to contribute to the ambience of the Airport. Concessionaire shall, within 24 hours after receiving notice from the Director of Airports, remove any advertising display which the Director of Airports deems to be objectionable in any manner, or which in the opinion of the Director of Airports interferes with the proper operation of the Terminal. Concessionaire shall be responsible for any damage occasioned by the removal of any displays and shall restore the Terminal and any concourses to the conditions existing at the commencement of this agreement.

vi. Concessionaire agrees to provide and maintain a sales organization capable of actively soliciting and selling local, regional and national advertising for display at the Airport. Concessionaire shall at all times retain a local manager, fully authorized to act for it under the terms of this Agreement, and to keep the Director of Airports notified by writing promptly of any installation or removal of an advertising display.

I. COSTS OF OPERATION.

Concessionaire shall pay the entire cost of procuring, installing,

maintaining, altering, repairing and removing all advertising displays. Any wiring or electrical work or any extension or removing of utilities or utility services or facilities other than the outlets presently in place shall be accomplished and paid for by Concessionaire. The Concessionaire shall bear all expenses associated with the extension of data and other utility service from existing termination points or installations in the Airport Terminal to advertising display locations. With the exception of electrical service, the Concessionaire shall pay for all utility services, including data services, necessary to the operation of the displays installed hereunder. The Concessionaire shall arrange to be directly invoiced for costs associated with its use of data, telephone and other utility services, with the exception of electric service, and shall make timely payment therefor. Plans and specifications for the installation or extension of wire, cables, equipment and the like associated with data, telephone and other utility service shall be submitted to the Director of Airports and are subject to the Director's approval prior to the commencement of work thereon.

J. UNUSED LOCATIONS.

i. The Authority shall have the right to utilize those advertising displays within the Airport which are not currently leased to advertiser customers of Concessionaire. Such utilization of empty advertising display unit shall be at no cost to the Authority, and the Authority's use shall be limited to:

- a. Displays on behalf of local public, non-profit or local community agencies for which it receives no revenue;
- b. Displays to promote the Authority and the Airport; and
- c. Displays for public information

ii. Any such space not being utilized by either the Concessionaire or the Authority under this provision shall be kept tastefully and attractively decorated by and at the expense of the Concessionaire.

K. ACCESS.

During the term of this Agreement, Concessionaire shall be and hereby is granted the right of access to the Airport as necessary in fulfillment of the terms hereof; provided that such right shall be exercised in such manner or to such extent as not to impede or interfere with the operation of the Airport or the rights of other tenants of the Authority. The Concessionaire shall observe all security requirements of Transportation Security Regulations Part 1542, the Authority's security rules and regulations, as currently stated or as amended, and all other local, State and Federal security regulations and requirements. The Concessionaire shall take such steps as may be necessary or directed by the Director of Airports to ensure that its employees, agents and contractors observe

these requirements.

L. INSPECTION BY THE AUTHORITY.

The Authority shall have the right at all reasonable times to enter upon the location of any advertising display to inspect the same and to make or cause to be made any repairs or perform or cause to be performed any maintenance it may consider necessary; and in such event, Concessionaire shall immediately reimburse the Authority for the cost's incident to such repairs or maintenance, plus an amount equal to fifteen percent (15%) of such costs as an administrative fee. The exercise of such right, however, shall not be construed in any way as an undertaking by the Authority to perform repairs or maintenance, which is the obligation solely of the Concessionaire.

M. TAXES AND ASSESSMENTS.

Should the property interest created by this Agreement become subject to property taxation by any governmental entity, and should Concessionaire become obligated to pay property taxes on its possessory interest herein, it shall and will pay all lawful taxes, assessments or charges upon such possessory interest before the taxes become delinquent. In addition, Concessionaire shall promptly pay to the appropriate jurisdiction any taxes or license fees upon the privilege of doing business at the Airport, and any taxes, assessments or charges on goods, merchandise, fixtures, appliances, equipment or other property owned by it in and about the Airport.

N. REMOVAL OF IMPROVEMENTS UPON TERMINATION.

Upon expiration or other termination of this Agreement, all fixtures, improvements, equipment and other property of Concessionaire on the Airport shall be removed immediately by Concessionaire and at its sole expense. Such removal shall be completed prior to midnight on the final day of the operation of this Agreement, regardless of whether terminated by expiration or by action of one of the parties, and the Concessionaire shall be obligated to repair and restore the Terminal and the concourses to the condition in which it existed at the commencement date hereof. Should the Concessionaire fail to fulfill its obligations to remove and restore set forth herein, such removal and/or restoration may be performed by or at the direction of the Authority, and the expenses thereof charged to the Concessionaire and set off against any deposit held by the Authority at the date of termination.

O. ASSIGNMENTS PROHIBITED.

- i. Concessionaire shall not at any time in any manner, either directly or indirectly, assign, hypothecate, encumber or transfer this Agreement or any right or interest or privilege granted thereby, nor sublet, license or suffer any other person or entity to occupy, use or manage the whole or any part of the Airport without the prior written consent of the Director of Airports.
- ii. Concessionaire further covenants and agrees that neither this Agreement nor any interest therein shall be assignable or transferable in

proceedings in attachment, garnishment or execution against Concessionaire nor in voluntary or involuntary proceedings under the authority of any bankruptcy act or provision thereof, or in any proceedings in insolvency or receivership commenced by or against Concessionaire or by any process of law; and any such assignment, sale or transfer of this Agreement or of any interest therein, either voluntary or by judgment, execution, bankruptcy arrangement, receivership, insolvency proceedings or by process of law shall at the option of the Authority cause this agreement to be null and void and of no force or effect, and shall cause this Agreement to terminate immediately at the option of the Authority.

iii. A prohibited assignment within the meaning of this paragraph shall include but not be limited to (i) the transfer of Concessionaire's rights hereunder to a corporation which is not wholly owned by the Concessionaire, and (ii) the change in the ownership of 50% or more of the capital stock of the Concessionaire.

iv. The Director of Airport's consent to any assignment, transfer, subletting or use shall not be construed as or deemed to be a waiver of the restrictions contained herein, nor as a consent to any subsequent assignment, transfer, subletting or use by another person. Any expense incurred by the Authority, including necessary attorney's fees in connection with any assignment, transfer, subletting or use to which the Director of Airports has given written consent, shall be reimbursed immediately and directly by Concessionaire to the Authority upon execution of the documents necessary to conclude such transaction.

P. LIABILITY INSURANCE.

i. Prior to commencement of any activity under this Agreement and at all times during the term or any extended term hereof, Concessionaire shall, at its sole cost and expense, obtain and maintain in full force a policy or policies of insurance issued by a company or companies duly authorized to and doing business in the State of Illinois as follows:

a. Commercial general liability insurance with a combined single limit of a minimum of \$1,000,000 for bodily injury and property damage; and including premises and operations coverage, completed operations, broad form property damage coverage and owner's and contractor's protection. The Concessionaire further agrees to ensure the contractual liability involved in its indemnity and hold harmless agreement set forth hereinafter.

b. Auto coverage for any vehicle utilized in carrying out the provisions of this Agreement, including leased, owned, non-owned, hired or display vehicles, with limits of a minimum of \$1,000,000.

c. Worker's compensation insurance for employees of Concessionaire as required by the laws of Illinois at the statutory

limit.

ii. All liability policies shall be endorsed to cover the Authority, its Commissioners, officers and employees, as named additional insureds, and to provide for notice by the insuring company to the Authority in writing at least 30 days prior to the amendment, cancellation or termination of any policy or policies of insurance.

iii. The Concessionaire shall within 10 days of the Effective Date and annually thereafter provide the Authority with a certificate or certificates of insurance evidencing the insurance coverage required under the Agreement.

Q. INDEMNITY.

Concessionaire shall protect, defend, indemnify and hold harmless the Authority and its Commissioners, officers and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property or of the alleged violation of any laws or ordinances, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees) of any nature whatsoever, arising out of or incident to this Agreement and/or the use or occupancy of the Air Terminal Building or out of the acts or omissions of Concessionaire's officers, agents, employees, sub-contractors, regardless of where the injury, death or damage may occur. Concessionaire shall not be liable for any injury, damage or loss occasioned by the sole negligence of the Authority's agents, servants or employees. The Authority shall give the Concessionaire prompt and timely notice of any such claim or action. The Authority shall be entitled to choose counsel to represent it at Concessionaire's expense in connection with matters covered by the provisions of this section, and said provisions shall survive the expiration or earlier termination of this Agreement. Concessionaire and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits or proceedings to the extent of Concessionaire's interest therein; and in connection therewith the parties hereto agree to cooperate fully with each other and with Concessionaire's insurer in the defense thereof.

R. TERMINATION.

i. This Agreement may be cancelled and terminated by the Authority, acting by and through the Director of Airports, in the event of any default by the Concessionaire in any of the terms, agreements, conditions or covenants herein contained, upon the expiration of a period of ten (10) days written notice; provided, however, that in the event such default, other than a default in the payment of any consideration due hereunder, may be cured or obviated by the Concessionaire, and such cure has been promptly begun and diligently pursued in the Authority's sole discretion, Concessionaire may have a reasonable period beyond the ten days within which to complete said cure.

ii. Concessionaire covenants and agrees that the commencement by or against Concessionaire of any proceeding, voluntary or involuntary, under any bankruptcy or insolvency law, or of any general creditors or similar litigation, or the execution by Concessionaire of an assignment for the benefit of his/its creditors shall constitute an event of default hereunder, entitling the Authority, if it chooses, to terminate this Agreement immediately, to remove Concessionaire from the premises and proceed to grant another license for the activities covered by this Agreement.

iii. In the event of termination of this Agreement by the Authority for a default by Concessionaire in performance required hereby, the Authority shall be entitled to receive all payments then due and owing and to exercise all other rights hereunder; and in addition, to be paid by Concessionaire liquidated damages in an amount (to be reduced by any fees or charges received from a succeeding Concessionaire) equal to the greater of:

- a. Twenty-five percent (25%) of the Projected Annual Revenue for the current year; or
- b. Twenty-five percent (25%) of the total consideration for the current year based upon gross revenues (per paragraph C hereof) annualized by dividing such consideration based upon gross revenues paid to the date of termination by the number of months for which payment has been made, and multiplying the result by twelve (12).

The Authority shall have the right to satisfy any amounts due to it, from the security deposit required by paragraph E hereof.

S. WAIVERS.

No waiver by the Authority of any default in any of the terms, covenants or conditions herein to be performed, kept or observed by the Concessionaire shall be construed as or operate as a waiver by the Authority of any subsequent default of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Concessionaire.

T. BINDING AGREEMENT.

Subject to the conditions against assignment set forth in paragraph O hereof, all of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

U. NOTICES.

Any notice required to be given to the Authority hereunder shall be sent by certified mail, return receipt requested, addressed to Metropolitan Airport Authority of Peoria, 6100 W. Everett McKinley Dirksen Parkway, Peoria, IL 61607, ATTENTION: Director of Airports. Any notice required to be given to the Concessionaire hereunder shall be served personally or be delivered by certified mail, return receipt requested, addressed to Concessionaire at

_____. If either party shall give notice in writing to the other of any change in said address, or of any substitute addressee, in such event any required notice shall be given to that party at the substitute address. The effective date of service of such notice shall be the date of delivery if in person, or of mailing, if by certified mail, return receipt requested.

V. RELATIONSHIP OF PARTIES.

It is expressly agreed and understood that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of partners, associates or joint ventures between the parties hereto, nor as constituting Concessionaire as the agent or employee of the Authority, but the Concessionaire shall at all times have the status of independent contractor in its performance of services under the terms of this Agreement.

W. COMPLIANCE WITH LAWS AND REGULATIONS.

Concessionaire shall abide by and conform to all laws, ordinances, general rules and regulations, including those adopted in the future, controlling or affecting Concessionaire's use of the Airport and its advertising operations there at, including but not limited to laws, rules and regulations adopted by the Authority in connection with the management, use and control of the Airport.

X. AGREEMENT SUBORDINATE.

This Agreement is subject and subordinate to the terms and provisions of "An Ordinance of the Metropolitan Airport Authority of Peoria pertaining to rates and fees," effective February 28, 2022, as Ordinance No. 23-A, as amended or as succeeded from time to time, which Ordinance is expressly incorporated herein by reference. It is intended between the parties that the terms of this Agreement shall control areas not specifically addressed in such Ordinance No. 23-A or its amendments or successor ordinances. To the extent any terms of this Agreement conflict with Ordinance No. 23-A as amended or succeeded from time to time, the Ordinance shall control.

Additionally, this Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreement between the Authority and the United States relative to the operation or maintenance of the General Wayne A. Downing Peoria International Airport, the execution of which such agreement has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Y. COPYRIGHT INFRINGEMENT.

Concessionaire covenants that it is now and/or will be at all times pertinent hereto the owner of or fully authorized to use any and all names, service marks, slogans, articles or objects used by it in connection with this Agreement; and it agrees to indemnify the Authority, its officers, agents or employees from any claim, judgment or expense related to any actual or alleged infringement of any patent, trademark or copyright or any other protection of intellectual property, growing out of the operations of Concessionaire under this Agreement.

Z. TAXES AND LICENSES.

Concessionaire covenants and agrees to pay promptly when due and before they become delinquent any taxes or assessments, or license or permit fees applicable to the operation of its business hereunder, and to pay promptly when due any and all charges for materials, labor, or services otherwise incurred by it in connection with the operation of its business at the Airport; and it further covenants and agrees that it will under no circumstances suffer or permit any lien, mortgage, judgment, judgment or execution to be placed against the Airport or any structures or improvements thereon.

AA. NO PERSONAL LIABILITY.

No Commissioner, director, officer or employee of either party shall be for any reason deemed to be personally liable under this Agreement.

BB. MAINTENANCE OF DISPLAYS.

All advertising displays shall be maintained at all times by Concessionaire at its expense in a neat, clean and presentable manner in keeping with first class standards for such displays. Any damaged, defaced or inoperable displays, including burned-out bulbs, shall be repaired, replaced or removed promptly. Expenses incurred in maintaining, repairing or renovating advertising displays shall be borne by Concessionaire. Any vacant displays shall immediately be filled with display information chosen by the Authority, as set forth in paragraph J above. Concessionaire will promptly respond to all requests by the Director of Airports to take any action in keeping with the maintenance of the first-class standards of the terminal building. All materials owned by Concessionaire or by its advertisers which are not part of an approved display must be stored out of sight and not left exposed in any public area of the terminal building or the connecting concourses.

CC. SECURITY.

It is understood and agreed that, if Concessionaire is afforded access onto aprons, taxiways, runways, concourses or other restricted air operations areas of the Airport, Concessionaire shall, at its own cost and expense, take whatever steps are reasonably necessary to prevent or deter persons and vehicles from unauthorized access to such areas from any area or through any entryway over which Concessionaire has control or temporary control, and take such further actions as may be required to insure compliance with all regulations of the Federal Aviation Administration, the Transportation Security Administration or other governmental agencies having jurisdiction, including the Authority, relative to airport security. Concessionaire shall at all times exercise control over any person or vehicle escorted by Concessionaire in any said air operations areas, and all the provisions contained in paragraph Q of this Agreement shall apply in respect to any act or omission of any said person or vehicle or any act or omission of any persons issued an access badge by or at the request of Concessionaire. Concessionaire shall promptly reimburse the Authority the amount of any civil penalty or fine that may be assessed against the Authority by any governmental agency for a

violation of Airport security rules or regulations, which violation is caused by Concessionaire's failure to comply with this paragraph.

DD. ACDBE POLICY, NONDISCRIMINATION AND ACCESSIBILITY

i. It is the policy of the U.S. Department of Transportation and of the Authority that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts as defined in 49 CFR 26.5. Consequently, this Agreement is subject to 49 CFR Part 26 and 49 CFR Part 23 as applicable.

ii. The Concessionaire, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of age, race, ethnicity, religion, color, gender, creed, disability, marital status, sexual orientation, national origin, order of protection status, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, veterans status or membership in the national guard, state defense force or any reserve component of the military forces of the United States, or on the basis of any other protected category, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination with respect to activities authorized, contemplated by, related to, or required under this Agreement; (2) that in the construction of any improvements by the Concessionaire at the Airport and the furnishing of services thereon, no person on the grounds of age, race, ethnicity, religion, color, gender, creed, disability, marital status, sexual orientation, national origin, order of protection status, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, veterans status or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or any other protected category shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Concessionaire shall conduct all activities authorized or required under this Agreement in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and 14 CFR Part 152, Subpart E, as said regulations may be amended, the Americans with Disabilities Act and all other applicable federal, state and local laws, rules, regulations and ordinances.

iii. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

iv. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23,

that it enters and cause those businesses to similarly include the statements in further agreements.

v. Throughout the term of this Agreement, Concessionaire shall 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.

EE. JURISDICTION AND VENUE.

This contract has been executed by, delivered to and accepted by the Authority in the State of Illinois and the provisions hereof shall be governed by the laws of Illinois; and any dispute arising out of or related to this contract shall be resolved in accordance with said laws. The parties agree that any action or legal proceeding arising out of or related to this Agreement shall be brought in the state courts of Peoria County, Illinois or in the federal court in the district where the Airport is located; and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

FF. ATTORNEY'S FEES.

Concessionaire agrees to pay to the Authority court costs, attorney's fees and administrative expenses incurred in any litigation between Concessionaire and the Authority related to this Agreement or to Concessionaire's business on the premises of the Authority, provided that the Authority successfully defends any action brought by Concessionaire against the Authority or successfully prosecutes any action brought by the Authority against Concessionaire.

GG. PARAGRAPH HEADINGS.

The use or inclusion herein of paragraph headings is not meant to imply that such headings are a part of the body of the document but are only for aid or reference.

HH. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties, and no representation or other commitment, whether oral or in writing, not included herein shall constitute a part of this Agreement. This Agreement may be amended only by an agreement in writing executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers, as of the day and year first above written.

METROPOLITAN AIRPORT
AUTHORITY OF PEORIA

By: _____

Chairman of the Board

ATTEST:

By: _____
Secretary

APPROVED AS
TO FORM AND
LEGALITY:

Authority's Legal Counsel

[Insert Concessionaire's Name]

By: _____

Title: _____
ATTEST:

By: _____

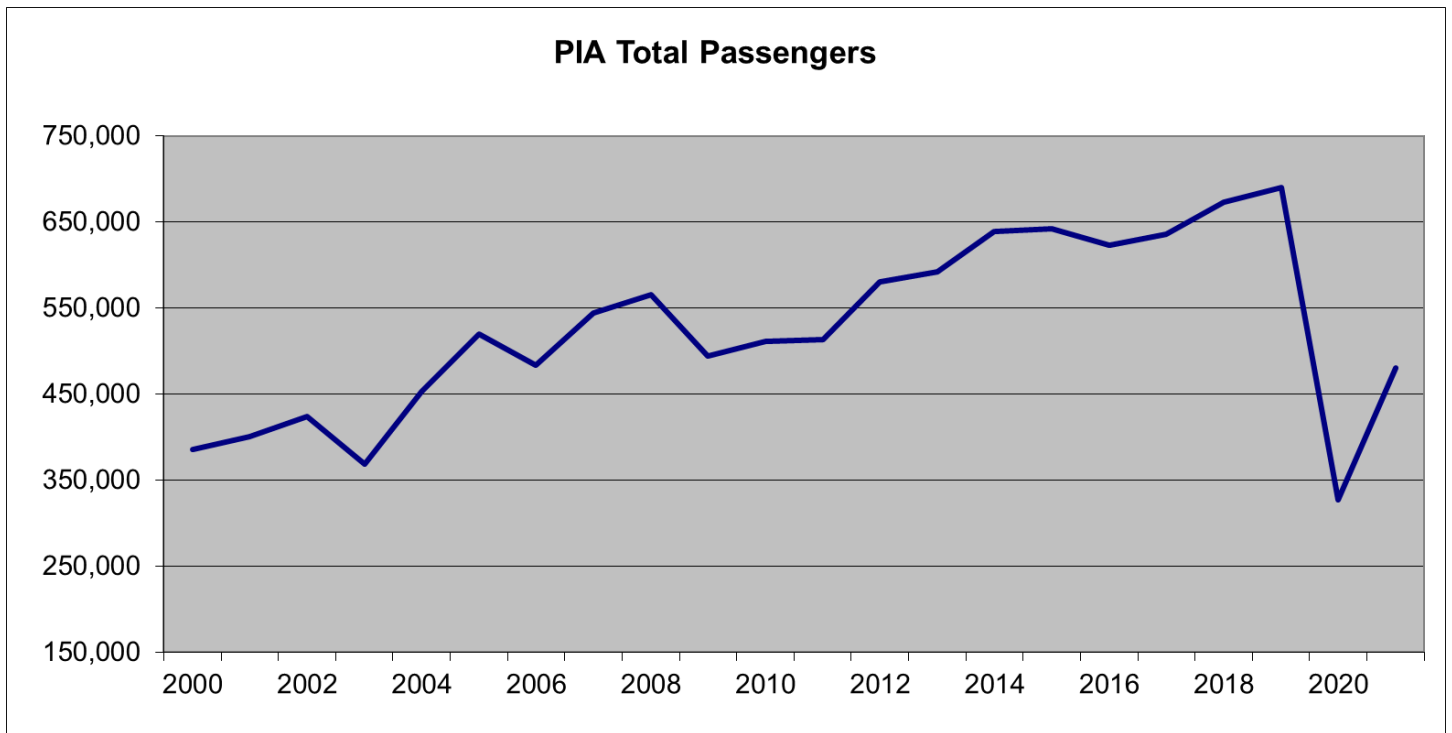
Title: _____

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	55,363	51,239	672,594	5.9%
2019	46,079	49,094	64,649	59,321	61,848	65,919	68,447	56,639	50,282	56,810	54,000	56,328	689,416	2.5%
2020	51,436	52,825	36,343	2,928	11,716	21,344	26,577	22,698	22,494	27,836	24,904	25,760	326,861	-52.6%
2021	20,781	22,606	37,215	32,386	36,523	52,863	54,435	44,020	40,195	45,581	44,881	48,520	480,006	46.9%
2022	36,267	33,435	52,965	48,276	49,930	57,409							278,282	

Note: 2022 total is only January through June.



Historical Advertising Revenues

Year	Revenue
2011	\$45,302.83
2012	\$66,952.19
2013	\$61,874.10
2014	\$73,027.49
2015	\$69,397.69
2016	\$59,734.57
2017	\$46,506.06
2018	\$33,725.88
2019*	\$72,712.26
2020*	\$18,820.74
2021*	\$7,828.23
2022*	\$23,198.99

*2019 – Internal Advertising Company Change

*2020 – COVID concession fee abatement began in May 2020

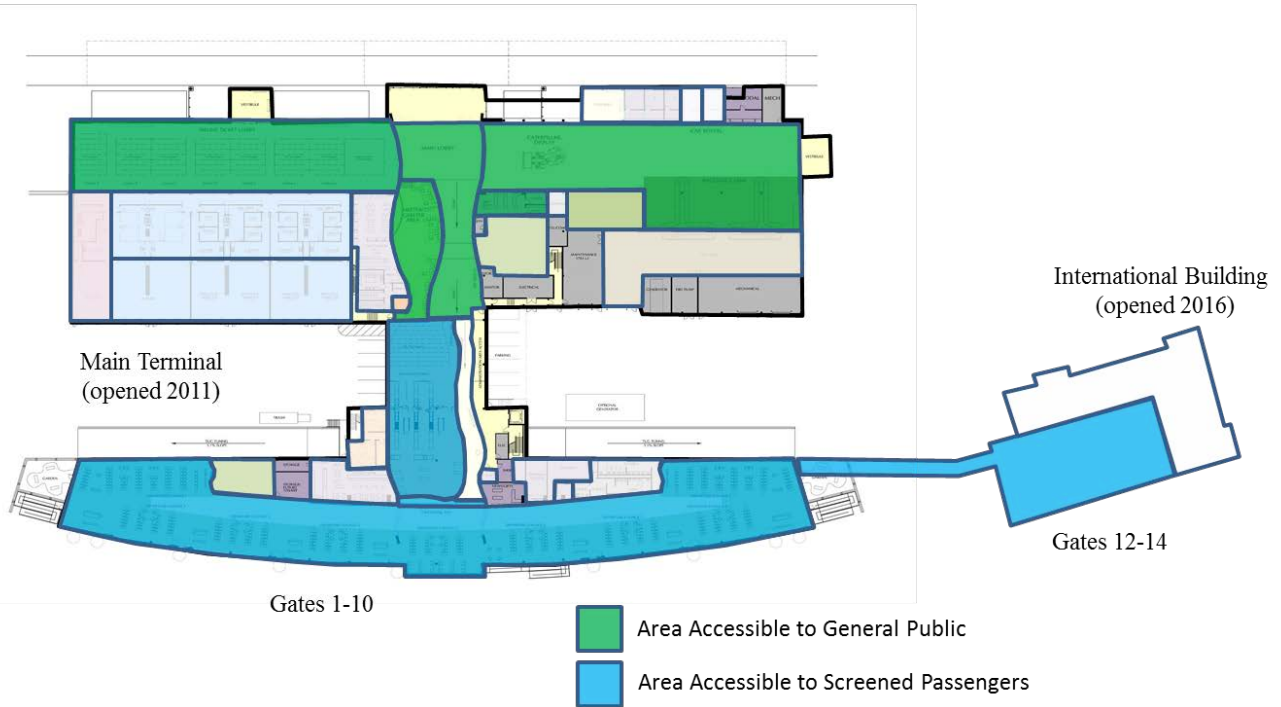
*2021 – COVID 50/50 revenue split for portion of the year

*2022 – End of Internal Advertising Contract in March 2022

Source: Metropolitan Airport Authority of Peoria

EXHIBIT 5 (1 of 4)

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



Interior Detail, Main Terminal Building

1st Floor

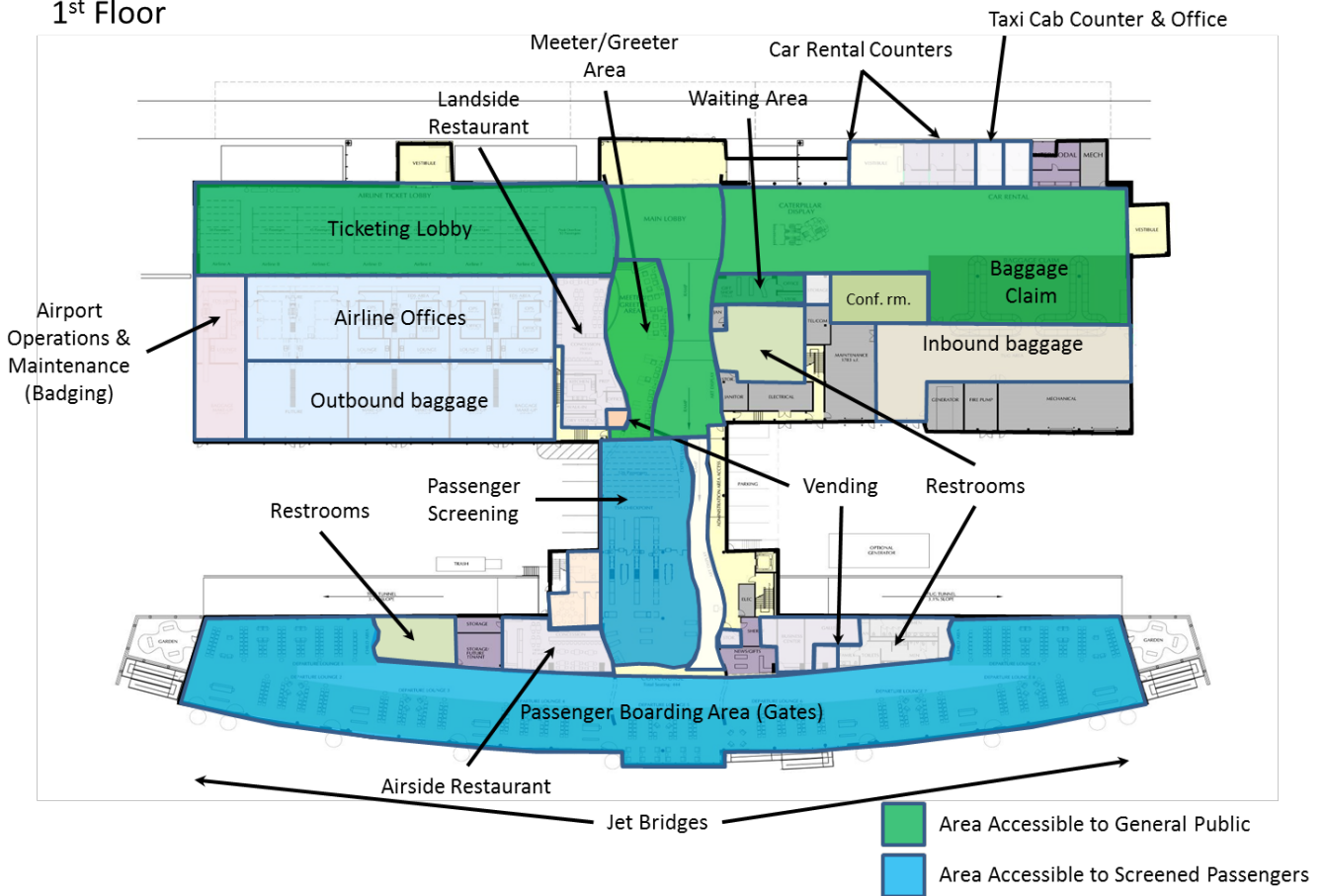


EXHIBIT 5 (2 of 4)

Existing Displays, Main Terminal Building

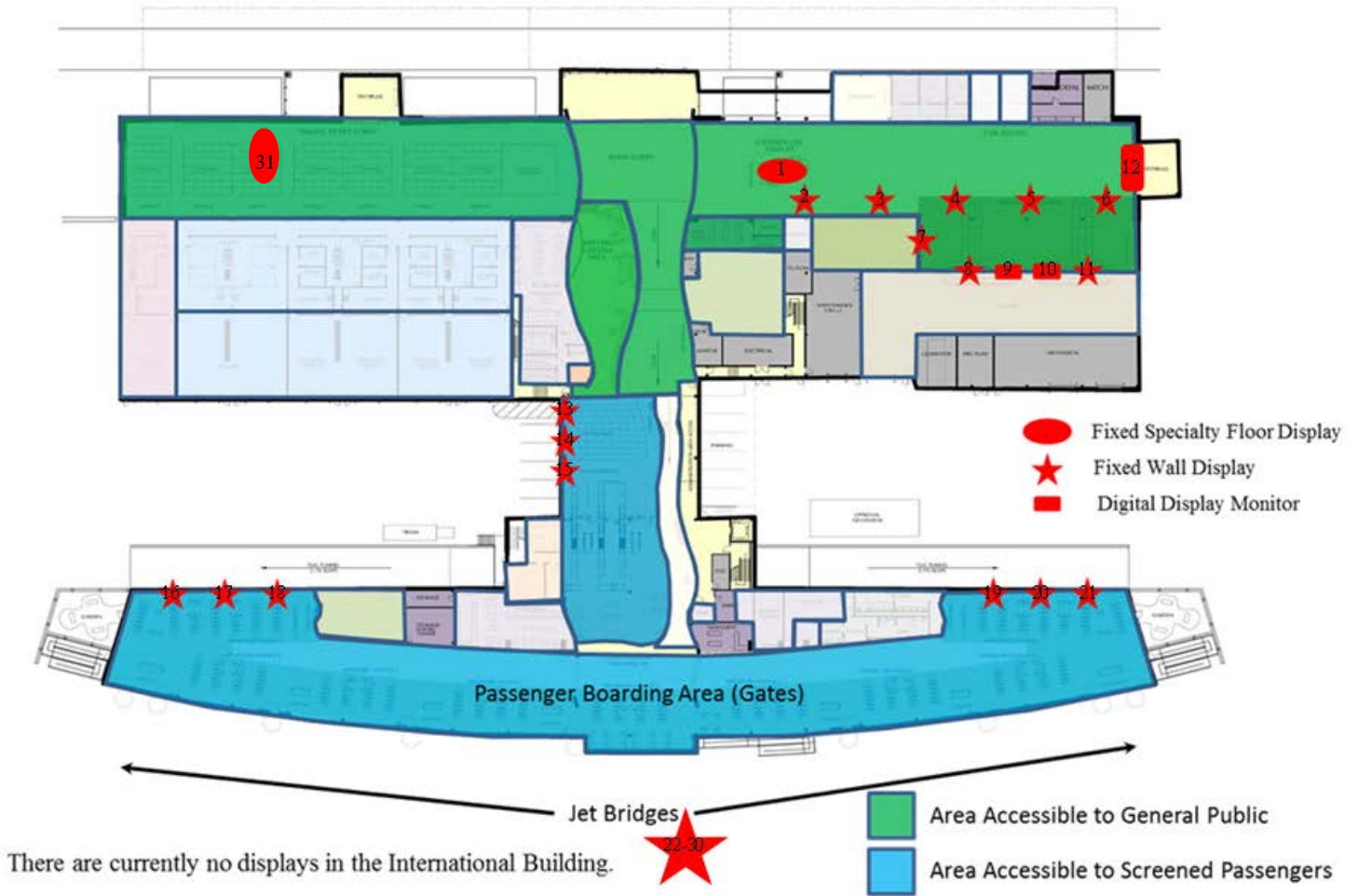
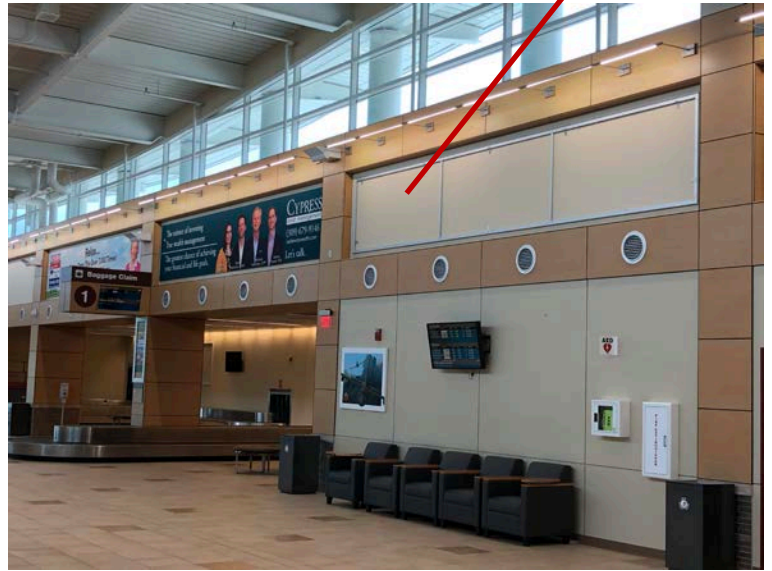


EXHIBIT 5 (3 of 4)

Display #	Fixture Type	Recent Rental	Size
1	Fixed Floor Fixture	Occupied	
2	Mount Open	Open	47in x 265in
3	Fabric Stretch Banner	Occupied	47in x 265in
4	Fabric Stretch Banner	Occupied	47in x 265in
5	Approved - No Mount	Open	none
6	Approved - No Mount	Open	none
7	Approved - No Mount	Open	none
8	Fabric Stretch Banner	Occupied	60in x 120in
9	TV Needs Refurbished	Available	1920 x 1080
10	TV Needs Refurbished	Available	1920 x 1080
11	Mount Open	Open	60in x 120in
12	Approved Digital Mount Not Installed	Open	none
13	Approved - No Mount	Open	none
14	Approved - No Mount	Open	none
15	Approved - No Mount	Open	none
16	Fabric Stretch Mount	Occupied	60in x 120in
17	Approved - No Mount	Open	none
18	Fabric Stretch Mount	Occupied	60in x 120in
19	Fabric Stretch Mount	Occupied	60in x 120in
20	Approved - No Mount	Open	none
21	Fabric Stretch Mount	Occupied	60in x 120in
22-30	Jet Bridge Vinyl	Recent/Open	4.5ft x 9.6ft
31	Sky Banner	Recent/Open	8ft x 16ft

EXHIBIT 5 (4 of 4)

47" x 265"



**Open:
Empty
Frame**

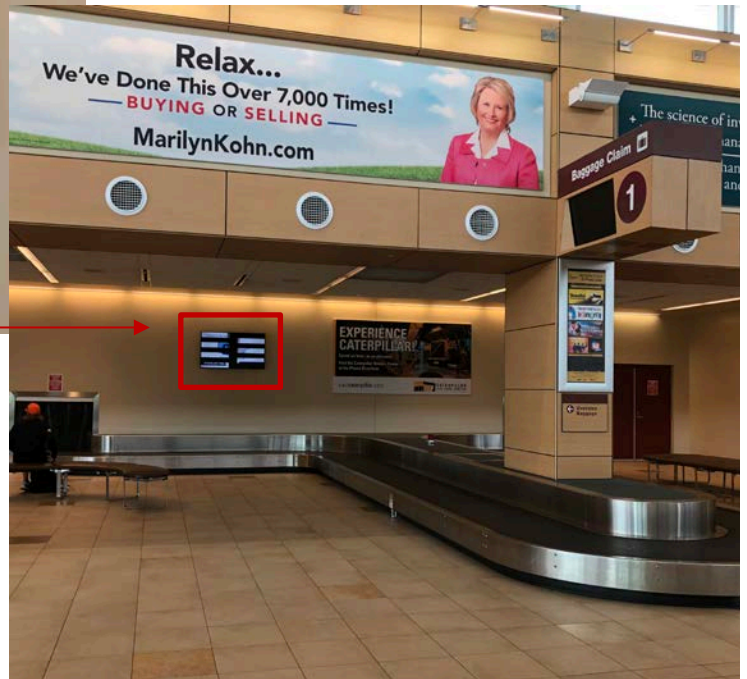
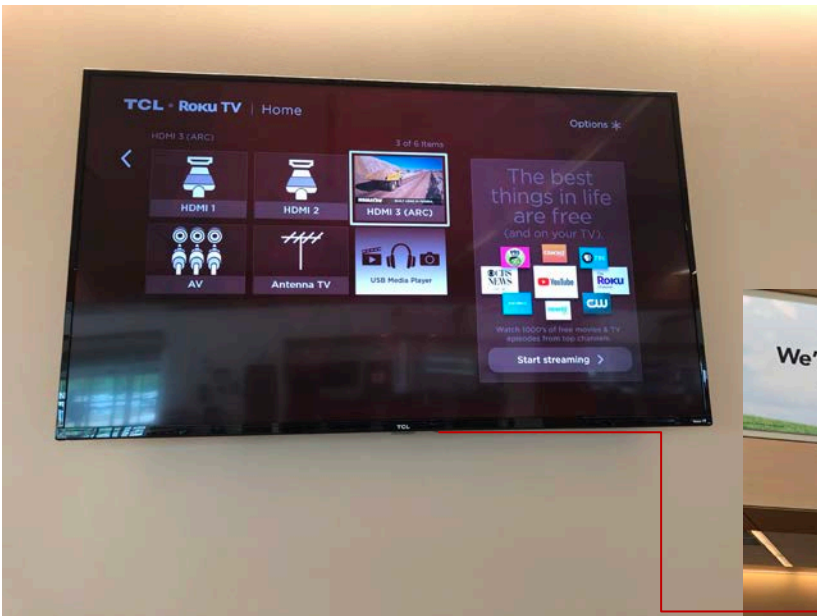
60" x 120"



**Open:
Empty
Frame**

EXHIBIT 5 (5 of 6)

1920px x 1080px



Digital Mount Not Installed – but Location Approved

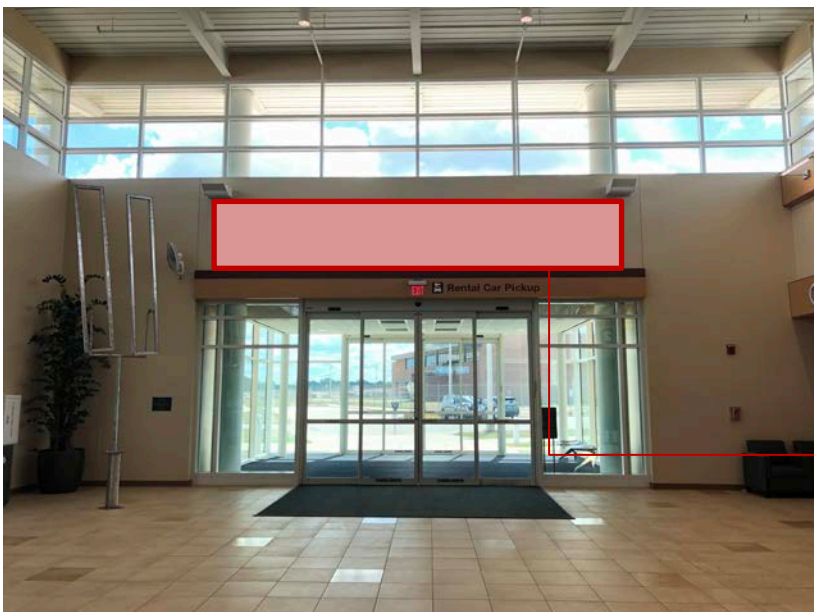


EXHIBIT 5 (6 of 6)

Jet Bridge Vinyl – 4.5' x 9.6'



Sky Banner – 8' x 16'

