



Request for Proposals

Omaha Airport Authority

Food Service and Retail Concessions at Eppley Airfield

March 18, 2024



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1 NOTICE OF REQUEST FOR PROPOSALS

The Airport Authority of the City of Omaha (“Omaha Airport Authority,” “Authority,” or “OAA”) is inviting proposals from qualified organizations (“Proposer” or “Proposers”) in response to this Request for Proposals (RFP) to design, construct, operate, and manage, food service and retail concessions at Eppley Airfield (“OMA” or “Airport”).

The existing concession program at the Airport, including locations in the main terminal, Concourse, A and Concourse B, is operated under three leases (not respectively) that expire on December 31, 2024. The Airport is also in the process of implementing a Terminal Modernization Program (“TMP”) that includes the expansion and redevelopment of the existing terminal and all concession spaces. With the expiration of the current leases and the implementation of the TMP, it is the Authority’s intention to award two new concession leases, each for food service and retail concessions, to the Proposers that possess the expertise, experience, and financial strength to successfully operate food service restaurants and retail shops that meet the needs and wants of the traveling public. The selected Proposer(s) (“Concessionaire(s)”) will operate interim locations prior to and during construction of the TMP as well as future spaces completed during construction.

2 DEFINITIONS

The following definitions apply to this RFP. See the Draft Lease Agreement attached as Appendix C for additional definitions.

Addendum - Written or graphic instrument issued prior to the Proposal Deadline that clarifies, corrects, or changes the RFP or the Lease Agreement documents.

Airport – Eppley Airfield located in Omaha, Nebraska.

Airport Concessions Disadvantaged Business Enterprise (ACDBE) – For the purposes of this RFP, an ACDBE is a small business enterprise that has been certified by the Nebraska Unified Certification Program as an airport concession disadvantaged business enterprise as defined in 49 CFR, Part 23 and Part 26.

Build-out Deadline – One hundred and twenty (120) days from the date on which the Authority delivers access to a permanent food service location in the Leased Premises to the Concessionaire for the construction of Leasehold Improvements, or ninety (90) days from the date on which the Authority delivers access to a permanent retail, service, or vending location in the Leased Premises to the Concessionaire for the construction of Leasehold Improvements.

Chief Commercial Officer or CCO - The individual designated to act as coordinator and manager of this RFP and Lease Agreement to be awarded. The CCO may from time to time designate a representative to fulfill certain tasks associated with concession leases and solicitations.

Concession Package 1 – The areas designated in Section 4, Concept and Package Descriptions, as Package 1.

Concession Package 2 – The areas designated in Section 4, Concept and Package Descriptions, as Package 2.

Concession Pricing Policy - The pricing policy set forth in Exhibit E of the draft Lease Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Date of Beneficial Occupancy (DBO) – The earlier of (1) the date Concessionaire commences concession operations at all locations in the Leased Premises located in the Central Pavilion, or (ii) the Build-out Deadline for the last location of the Leased Premises located in the Central Pavilion to be constructed by Concessionaire.

Interim Concession Operations - The concession operations conducted from the Interim Concession Operations Locations.

Interim Concession Operations Locations - Those units identified as interim locations in the list of Leased Premises.

Lease Agreement - A written agreement between the Authority and a Selected Proposer covering the leasing of premises located in the Terminal at Omaha Eppley Airfield for food service and/or retail concession operations.

Leased Premises - Refer to the total square feet in a Lease Agreement to be awarded that the Selected Proposer will be authorized and responsible for designing, constructing, operating, and managing during the term of the Lease Agreement to be awarded.

Leasehold Improvements – Improvements to be made by the Selected Proposer as defined in the Lease Agreement.

Local Brand - For the purpose of this RFP, a branded concept that is based in, and has at least one location operating in Nebraska or the Omaha-Council Bluffs Metropolitan Statistical Area (Omaha MSA), but little to no presence outside of Nebraska or the Omaha MSA.

Midterm Refurbishments – Refurbishments to be made by the Selected Proposer as defined in the Lease Agreement.

Midterm Reinvestment – The minimum amount to be invested by Concessionaire in Midterm Refurbishments, which shall not be less than fifteen percent (15%) of the Initial Investment Amount as defined in the draft Lease Agreement.

Minimum Annual Guarantee - The minimum amount of rent the Proposer will pay on an annual basis for the privilege of leasing space for the operation of food service and retail concessions at the Airport as further defined in the Draft Lease Agreement.

Minimum Qualifications - The minimum standards that have been established by the Authority that must be satisfied by a Proposer as a precondition to further consideration of a Proposal.

National Brand - A brand with a significant presence of units operating in at least two of the five regions (as shown in Figure 1) in the United States.

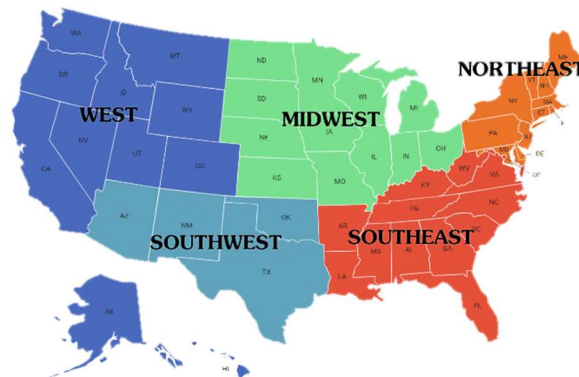


Figure 1. Regions of the United States

Notice of Award - The written notice by the Authority to a Selected Proposer stating that, upon compliance with the conditions stated therein, within the time specified, the Proposer shall be offered the right and obligation to build out and operate the proposed concessions in the designated Leased Premises.

Omaha-Council Bluffs, NE-IA Metropolitan Statistical Area (“Omaha MSA”) - The area in and around the Airport as defined by the United States Census Bureau, including Omaha and five counties in Nebraska and three counties in Iowa.

Percentage Rent – Rent based on a percentage of Gross Receipts that the Proposer will pay under the Lease Agreement. The Percentage Rent may be proposed as a single percentage that remains the same over the term of the Lease Agreement or as tiered percentages that are applicable at different levels of Gross Receipts. This term is further defined in the Draft Lease Agreement.

Pre-Proposal Conference - A meeting following the issuance of the Request for Proposals, attended by potential Proposers for the purpose of clarification of the RFP requirements and a tour of the existing concession facilities.

Proposal - The documents requested by the Authority and submitted by a Proposer pursuant to the terms of this Request for Proposals (RFP).

Proposal Deadline - The latest date and time that a Proposal will be accepted by the Authority in response to this RFP.

Proposal Expiration Date - The latest date and time a Lease Agreement is fully executed by the Authority and a Selected Proposer awarded a lease in response to this RFP or two hundred and ten (210) days after the Proposal Deadline (unless otherwise extended), whichever is later. All Proposals submitted under this RFP shall remain effective and subject to acceptance until the Proposal Expiration Date.

Proposer - The entity submitting a Proposal in response to this RFP to lease space in the Airport Terminal for the operation of food service and retail concessions.

Regional Brand - A brand with a significant presence of units operating in multiple states within the Midwest region.

Shell - Concession space that includes minimum conditions for build-out by a Selected Proposer.

Selected Proposer - An entity selected by the Authority after the evaluation process who has provided a Proposal that best meets the evaluation criteria for a concession package and provides the best overall offer for the Authority, as determined by the Authority in their sole discretion.

Target Occupancy Date – The target date that a Selected Proposer shall have access to a Shell to complete the build-out to meet the Build-out Deadline. Specific dates and schedules will be coordinated between the Selected Proposers, the Authority, and the Authority’s TMP builder.

Tenant Design Guidelines – Design standards and guidelines found on the Airport’s website that outline the design requirements to which all Concessionaires and other Airport tenants must comply.

Terminal – The passenger terminal building located at the Airport.

3 BACKGROUND

Located four miles from downtown Omaha, Nebraska, Eppley Airfield is a medium-hub airport that served over 5 million passengers in 2023. The Airport is operated by the Authority.

Eight commercial carriers currently offer service from the Airport, including Alaska Airlines, Allegiant, American Airlines, Delta Air Lines, Frontier, Southwest Airlines, Sun Country Airlines, and United Airlines. These carriers currently offer approximately 70 departures per day to 31 non-stop destinations.

In response to continued growth, the Authority has approved the Terminal Modernization Program (TMP) which includes a modernization, renovation, and expansion of the existing terminal. A new, modern terminal positions Eppley Airfield to support passengers for decades to come. The new terminal will have one central security checkpoint beyond which passengers will enter a post-security Central Pavilion with numerous concession locations and a redeveloped central concourse. The number of gates will increase to 22.

Goals and Objectives

The Authority’s mission, vision, and values are the foundation for the Authority’s expectations for Proposers. Alignment by the Proposers in upholding these values is critical to successful operations and management of the concession program at Eppley Airfield.

Mission
To provide premier customer service and airport facilities through operational excellence
Vision
To be the Best Airport in the Midwest
Values
Cleanliness
Convenience
Customer Service
Efficiency
Employee Development
Operational Excellence
Professionalism
Safety
Security

Figure 2 - Authority’s Mission, Vision, Values

Concession Program Goals and Objectives

In addition to the Authority’s mission, vision and values listed in Figure 2, Selected Proposers will be expected to meet or exceed the following goals and objectives throughout the Term of the Lease Agreements to be awarded:

- Include a variety of food service and retail concepts that reflect modern Omaha and offer the Airport customers quality, value for money, and product choices that vary with changing trends and customer wants and needs.
- Provide restaurant and retail store designs that are attractive to customers, complementary to the base building architecture, and reflective of modern Omaha and the Midwest region.
- Food service and retail products that are competitively and consistently priced in compliance with the Street Pricing “Plus” Policy.
- Provide interim restaurant and retail concession services beginning January 1, 2025. Interim concessions will operate until construction dictates a need for closure of the interim concession. Interim concession closure schedules will be coordinated with the Selected Proposer(s) based on the TMP schedule.
- Provide premier customer service so that passengers feel welcome in the stores and restaurants and are promptly served.
- Ensure that the operating hours are targeted to passenger traffic schedules, as required, while accommodating flight delays and disruptions due to weather or other events.

The Authority expressly reserves the right to accept or reject any or all Proposals and to negotiate additional or different terms with the Selected Proposers. The Authority intends to award two Lease Agreements, each for food service and retail concessions at Eppley Airfield, based on the Proposals received (see specific locations and concepts designated in **Section 4, Concept and Package Descriptions**). The Authority expects the Selected Proposers to promptly enter into an agreement with the Authority, and the Authority may pursue any legal remedy available if a Proposal is accepted by the Authority, and a final Lease Agreement is not executed by Proposer within five (5) business days after receipt from the Authority.

Term

The Term of the Lease Agreements to be awarded shall begin on January 1, 2025 and continue until the later of (i) February 28, 2042, or (ii) the last day of the month in which the fifteenth anniversary of the Date of Beneficial Occupancy occurs, unless terminated earlier.

Historical Airport Data

Enplanement and Concession Sales Statistics

Eppley Airfield’s enplanement data from 2019 to 2023, CY 2023 airline market share, and current map of non-stop destinations are included in **Exhibit A**.

Food service and retail concession sales from CY2019 to CY2023 are included in **Exhibit B**.

The supporting information contained in this RFP is for informational purposes only. The risk of reliance upon information about the Airport contained in this RFP lies exclusively with the Proposer. The Authority shall not be responsible for the ultimate accuracy of such data.

Terminal Modernization Program (TMP)

The existing Terminal at Eppley Airfield includes a main Terminal processor with two concourses: Concourse A (South) and Concourse B (North). The concourses are connected to the main Terminal by pedestrian bridges. There is currently no direct post-security connection between Concourse A and Concourse B. Each concourse has 10 gates. There are approximately 33,000 square feet of concession space in the Terminal (not including support space), including two pre-security food courts with adjacent bars and coffee units and a bar with food service and a newsstand on each concourse. Figure 3 includes the layout of the existing Terminal.



Figure 3 – Existing Terminal Layout

The TMP encompasses a complete renovation of the existing Terminal along with construction of a new Central Pavilion and a unified 22-gate concourse. The TMP will meet the needs of today’s travelers, while providing the flexibility to grow and expand to accommodate up to eight million annual passengers. Concession space in the redeveloped Terminal will include approximately 32,000 square feet of restaurant and retail area. Support space and new loading docks will also be provided in the expanded Terminal. New pre-security concessions and the Central Pavilion are targeted to open by the end of 2026. Figure 4 includes a layout of the modernized Terminal.



Figure 4 - Modernized Terminal Plan

Request for Proposals Overview

A. General Requirements

Concession Opportunities

This RFP offers opportunities to design, construct, operate, and manage approximately 32,000 square feet of food service and retail concessions at Eppley Airfield. Proposers, including any subsidiaries or affiliates, are limited to the submission of one Proposal for each package of concessions offered in this RFP (i.e., Proposers may submit one Proposal for Concession Package 1 and a separate Proposal for Concession Package 2). The Authority intends to award two Lease Agreements to different Proposers for Concession Package 1 and Concession Package 2 but reserves the option to award one Lease Agreement encompassing both Concession Package 1 and Concession Package 2 if, in the Authority's sole discretion, it is in the best interests of the Authority and Airport customers. The concession units to be included in the Lease Agreements to be awarded

for Concession Package 1 and Concession Package 2 are listed in **Section 4, Concept and Package Descriptions**. Proposals for less than all of the units included in each concession package (excluding optional units) will not be considered. The Authority reserves the right to modify the spaces allocated to Concession Package 1 and/or Concession Package 2 at its sole discretion.

In addition to the food service and retail locations, the Selected Proposers will be allocated support space in the Terminal. This space is also listed in **Section 4, Concepts and Package Descriptions**.

Objectivity and Clarifications

The Authority reserves the right to modify, amend, or withdraw RFP documents at any time prior to the date and time specified for receipt of Proposals.

Requests for interpretation, clarification or correction of RFP documents should be made in writing as explained in **Section 8, Communications**, of this RFP. Any question or issue that necessitates changes to the RFP or the documents distributed with the RFP will be the subject of a written addendum posted on the Airport's website. Proposers are responsible for periodically checking for updates to the RFP documents on the Airport's website.

Incumbent Employees

The Selected Proposer shall offer job interviews to the employees of the existing Airport concessionaires and give good faith consideration to hiring such employees if they are qualified for job openings in the Selected Proposer's enterprise under the Lease Agreement.

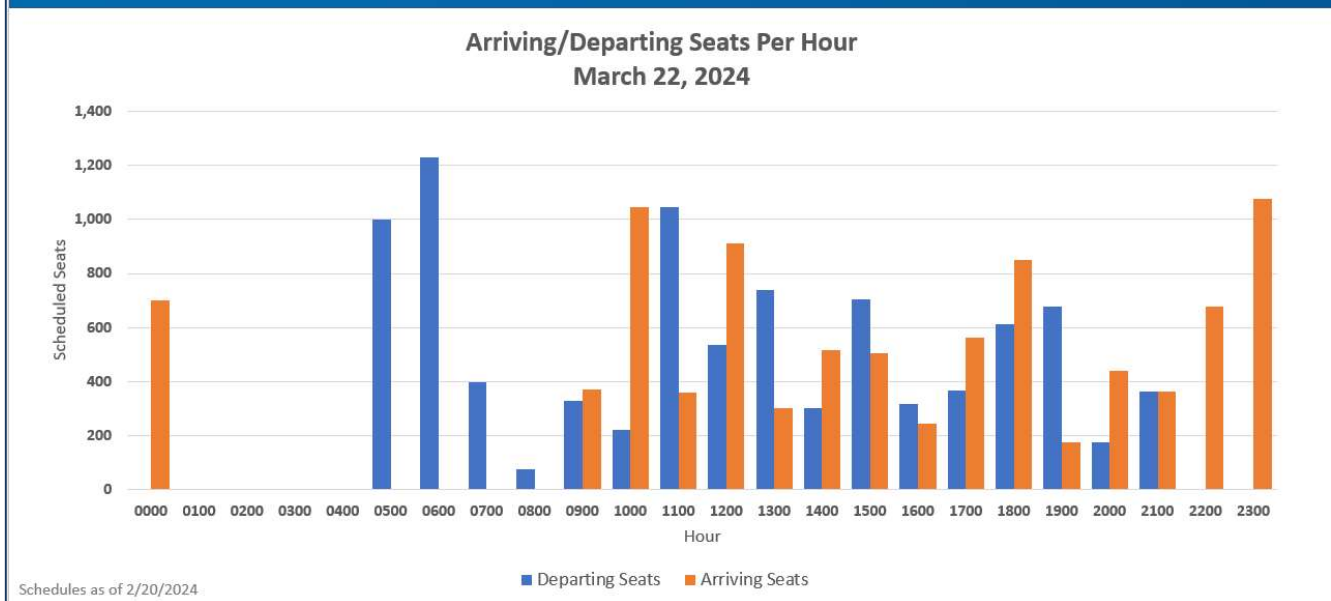
B. Hours of Operation

The Selected Proposer must demonstrate that facilities will be adequately staffed to provide high-quality service to the traveling public.

The Selected Proposer shall operate the concession locations at the Airport in accordance with flight schedules. Concessions will open between 4:00 a.m. and 5:00 a.m. and remain open at least until the last flight departs each day. These minimum hours of operation pertain to the flight schedules on each concourse. For the hours of operation for locations in the Central Pavilion, the opening hours will be designated and the closing time will be latest departure between both the North and South concourses. Weather and other delays shall be accommodated. The pre-security concession locations shall remain open until the last flight on either concourse arrives. The Authority may require certain concessions to operate 24 hours per day based on flight schedules and passenger activity.

The following chart shows the departure and arrival seats per hour for a sample day in March 2024.

Airline Seats Per Hour



C. ACDBE Participation

In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart C, the Authority has implemented an Airport Concessions Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate or participate in the operation of an airport concession business. An ACDBE goal of 13.6%, as measured by total estimated annual gross revenues, has been established for both the food service and retail concessions. Proposers shall take all necessary and reasonable steps to achieve this goal as outlined in Section 6, Proposal Format and Organization, RFP Section 10, ACDBE Participation of this RFP. It is the objective of the Authority to meet the goal in the concession program at the Airport. The ACDBE percentage goal is subject to change during the term of the Lease Agreement.

ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility requirements in 49 CFR Part 23, Subpart C. In the event that the Proposer qualifies as an ACDBE, executes the lease to be awarded, and is responsible for the operation of the concessions, the ACDBE participation level for the concession package shall be calculated based on the ACDBE share of ownership in the proposing entity.

A Proposal will be considered non-responsive to the RFP and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the ACDBE program, that the Proposer has met or provided sufficient evidence of good faith efforts to meet the established ACDBE goal.

Any firm qualifying as an ACDBE that also meets the minimum qualifications for this solicitation is encouraged to submit a Proposal. Award of the concession opportunities will be conditioned upon satisfying the

requirements of this solicitation. These requirements apply to all concession operators and suppliers, including those who qualify as an ACDBE.

ACDBE firms that are not certified prior to the Proposal due date must have submitted a complete certification application before the Proposal due date and become certified by the Nebraska Unified Certification Program by the Notice of Award by the Authority (if they are certified in another state, they can apply for interstate certification).

D. Capital Investment and Development

The Selected Proposers are responsible for the design and complete build-out of concession units. As detailed in the Tenant Design Guidelines, the Authority will provide shell conditions, including framed demising walls between public areas and the Premises (as shown in the lease outline drawings in Exhibit C and Exhibit D), concrete slab flooring, unfinished ceiling (as needed), and appropriate utility access to all in-line locations for the new spaces.

The Selected Proposers will plan, design, and build out, at their sole cost, the concession locations in accordance with the Tenant Design Guidelines issued by the Authority and updated from time to time, located at: www.FlyOMA.com/Concessions.

Selected Proposers shall invest a minimum of:

- \$600 per square foot for the initial build out of the food service concession locations identified in this RFP.
- \$200 per square foot for the initial build out of common food service concession seating areas, if any, identified in this RFP.
- \$500 per square foot for the initial build-out of the retail concession locations identified in this RFP.
- \$100 per square foot for the initial build-out of vending locations identified in the RFP.
- No minimum investment amount is set for the build-out of support spaces identified in this RFP. The build-out of support spaces shall take place as soon as possible after the Authority turns the support space over to the Selected Proposer to ensure that these spaces are available to support the interim and temporary operations.
- These minimum investment amounts do not represent an actual expected cost to design and build out the premises in accordance with the Authority's design and construction guidelines. Typical investment costs may exceed these minimum amounts.
- A minimum of fifteen percent (15.0%) of the Initial Investment Amount shall be invested in the Premises as the Midterm Reinvestment for Midterm Refurbishments no later than December 31, 2034. Midterm Refurbishments shall be completed in accordance with the Tenant Design Guidelines and include without limitation all refinishing, repairing, redecorating, repainting, and re-carpeting necessary to keep the Leased Premises in an "Opening Day" condition. At the request of a Selected Proposer and upon approval by the Authority, such reinvestment may be used for reconcepting. Selected Proposers shall submit plans and a schedule for the Midterm Refurbishments to the Authority for review and approval no later than July 5, 2033.

- All costs and expenses necessary to maintain the concession locations in an attractive and “opening day” condition.
- No minimum investment amount is set for the cost to Selected Proposers to facilitate interim operations, as proposed to fulfill the requirements of this RFP.

Prior to construction, the Selected Proposer must comply with all plan submittal requirements as outlined in the Tenant Design Guidelines and obtain Authority approval of facility designs and finish materials for all Leasehold Improvements. Selected Proposer shall comply with all applicable accessibility requirements in the Americans with Disabilities Act (“ADA”) and in all other Federal, State, and Local Government laws and regulations.

Proposers must submit a completed **Appendix E**, Capital Investment Form, for each unit in the package for which a Proposal is being submitted as well as one form for the entire package. The investment amounts included in the Capital Investment Form will be binding upon the Selected Proposer and serve as the minimum investment amount to be made in the Premises.

Proposers are responsible for reviewing the information provided in this RFP and during the Pre-Proposal Conference, including all addenda that may be issued. Proposers are responsible for understanding the location of each facility to be developed, the conditions with which the Selected Proposer must work, the utilities to be provided and their points of connection, and any other base building issues that could affect the build-out of concession units. The Authority shall not make any adjustments to any financial terms or build-out requirements after the Lease Agreement award and a failure by any Proposer to not field verify and fully understand the circumstances surrounding facility development and the capital investment required shall not constitute grounds for changing any of the terms of the Lease Agreement to be awarded.

E. Depreciation

For purposes of expiration or early termination of the Lease Agreement, the depreciation for Leasehold Improvements will be calculated on a straight-line basis over the Term of the Lease Agreement, or remaining Term in the case of the Midterm Reinvestment, such that there will be a zero undepreciated value at the end of the Lease Agreement Term. The Authority shall not pay for or buy out unamortized improvements at the end of the Lease Agreement term and in no event will the Authority pay for lost business opportunities. Depreciated costs shall include only approved, eligible Leasehold Improvements that cannot be removed without demolition, and design and engineering costs limited to no more than twelve percent (12.0%) of the depreciated cost of the fixed improvements. The cost of inventory, smallwares, soft costs, costs of doing business, and lost profits shall not be included in the calculation of Leasehold Improvements and are not recoverable upon expiration of the Lease Agreement or early termination due to default or termination for convenience by the Authority.

F. Summary of Business Terms

Term

The Term of the Lease Agreements to be awarded shall begin on January 1, 2025 and continue until the later of (i) February 28, 2042, or (ii) the last day of the month in which the fifteenth anniversary of the Date of Beneficial Occupancy occurs, unless terminated earlier.

Minimum Annual Guarantee

The Selected Proposer will pay as rent each year the Minimum Annual Guarantee (MAG) or Percentage Rent, whichever is greater, except for the First Calendar Year and Second Calendar Year during which only Percentage Rent will be payable. One-twelfth of the MAG (or prorated MAG, as appropriate) will be paid on the first of every month and any Percentage Rent due above the monthly payment of the MAG will be reported and paid by the twelfth (12th) of each month for the preceding month. The Authority has established the MAG for the Third Calendar Year of the Lease Agreement, which is not negotiable.

- The MAG for Package 1 is set at One Million, One Hundred Thousand Dollars (\$1,100,000) for the Third Calendar Year of the Lease Agreement beginning on the Date of Beneficial Occupancy.
- The MAG for Package 2 is set at One Million, Fifty Thousand Dollars (\$1,050,000) for the Third Calendar Year of the Lease Agreement beginning on the Date of Beneficial Occupancy.

For the fourth and subsequent Calendar Years of the Lease Agreement, the MAG will equal eighty-five percent (85.0%) of the actual rent due and payable for the previous Calendar Year, which shall never be less than the MAG set for the Third Calendar Year of the Lease Agreement. The Authority will **not** renegotiate the minimum annual guarantee or Percentage Rent during the term of the Lease Agreement to be awarded.

Percentage Rent

Proposers will propose Percentage Rent using the Financial Offer Form included as **Appendix B** as follows:

- For permanent units, Proposers may propose Percentage Rent that is fixed by category or that increases with sales volume, i.e., tiered rent structures. Note that the focus of the Financial Offer evaluation will be the Third Calendar Year.
- For interim units, Proposers may propose Percentage Rent that is fixed by category.

The Authority is under no obligation to accept the highest financial offer proposed.

Pricing Policy

The Authority maintains a Concession Pricing Policy for the food service and retail concessions at the Airport, which may be found in the draft Lease Agreement (Exhibit E).

Utilities

The Authority shall provide heating and air conditioning in the Terminal to keep the Terminal at reasonable temperatures for the conduct of Airport operations. Should the Selected Proposer require additional heating or air conditioning to accommodate its activities with the Leased Premises, the additional service and

necessary equipment shall be provided at the Selected Proposer's expense and be included in the capital investment for Leasehold Improvements proposed using the form in **Appendix E**. Temperatures in the Leased Premises shall be comparable to temperatures within the Terminal.

The Authority shall provide utilities as outlined in the Tenant Design Guidelines and the Selected Proposer shall make such connections as required and permitted by building code. At no time shall the Selected Proposer's use of the utilities supplied exceed the capacity of the systems servicing the Leased Premises. All utility availability and capacity for Terminal concession locations shall be verified by the Selected Proposer.

G. Customer Service

Selected Proposers must accept at least three major credit/debit cards and cash for any purchase (the acceptance of cash may be omitted for certain concepts if the brand does not accept cash at its street locations). Payment apps and the ability to order food service online are also required. The Selected Proposer for Package 2 will need to identify and implement an online ordering application for the food service locations included in Package 2. Customers shall have the option of requesting "to-go" packaging for all food items sold in the food service locations at the Airport. Special consideration should be given to having prepared meals to go and all packaging and utensils for take-away items should be compostable and easily carried and unpacked to consume on an airplane. Retail concessions must offer product shipping to anywhere within the United States and, preferably, overseas. Customers shall be offered a handled bag for all purchases that is recyclable and/or made from recyclable materials. Proposer may propose to offer boxes and gift wrapping.

H. Special Conditions

Airport Environment

To operate successfully in an airport environment, a Selected Proposer must meet and adjust to challenges that generally do not exist in a non-airport, downtown, or shopping center environment. Some of the challenges are listed below:

- Airport customers are primarily airline passengers traveling with carry-on items, including luggage. Facilities must be designed to accommodate passengers and their luggage, carry-on items, and other travel and mobility accessories, such as strollers and wheelchairs.
- Customers have a limited amount of time to spend dining and shopping and should be served quickly. This constraint must be taken into consideration when menus, ordering options, point of sale areas, staffing schedules, and service methods are developed.
- Airport concessions must be open 365 days a year, without exception, with extended operating hours (potentially 24 hours per day). Concessionaires must provide staffing levels that reflect the peaks and fluctuations in daily passenger traffic and be prepared to extend operating hours as needed to accommodate flight delays and irregular operations for any reason.
- All employees at the airport must pass a background check and obtain an Airport security identification badge. All employees working at post-security locations may be subject to aviation worker screening.

- Deliveries to the Terminal must be made at designated delivery locations in accordance with Authority delivery policies and times. Deliveries must be scheduled for hours that do not conflict with the Airport's peak traffic times.
- Management of Prohibited Items in accordance with Transportation Security Administration (TSA) regulations.
- The Airport Terminal is a non-smoking facility.

E. Prohibition on Exclusive Sub-concessionaire, ACDBE, and Local Business Agreements

Proposers must certify that they have not imposed any condition on any sub-concessionaire, prospective sub-concessionaire, local operator, or ACDBE operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this Food Service and Retail RFP or any other Airport concession RFP issued by the Authority. The following are excluded from this provision:

- Exclusive joint venture partnerships
- Exclusive franchises or licenses with national brands
- Proposer requirement that prospective sub-concessionaires, local operators, or ACDBE operators enter into appropriate nondisclosure agreements governing proprietary information provided by Proposer related to this RFP process

4 DESCRIPTION OF FOOD SERVICE AND RETAIL OPPORTUNITIES

All **food service locations** must provide the following **required** customer service elements and abide by the sustainability requirements outlined in **Exhibit C**, Concession Sustainability Requirements and Voluntary Practices, of the Lease Agreement:

- Menu items addressing all day parts (including breakfast, lunch, and dinner)
- All food products should be available “to go” in convenient and compostable packaging
- Menu offerings shall be of high quality and offer good value to the customers
- Portion sizes should be reflective of price and consistent with similar off-Airport locations
- Menus should include selections specifically oriented to and priced for children
- Menus should include items to address dietary restrictions in a meaningful way, which must include gluten-free, vegetarian, lactose intolerant, and vegan options at a minimum
- A majority of the menu selections should be able to be prepared in a short amount of time to accommodate the traveling passengers. Preparing and packing food items in advance, other than grab and go menu items, however, is discouraged
- Contactless ordering and payment options, including the implementation of technology to offer non-printed/paperless receipts
- Compostable food service ware and consumer-facing packaging, including but not limited to utensils, straws, and to-go containers (*please reference Exhibit C of the Concession Lease for additional information and a definition of “compostable”*)
- All customer bags should be made from recyclable or compostable materials and able to be recycled or composted

All **retail locations** must provide the following **required** customer service elements and abide by the sustainability requirements outlined in **Exhibit C**, Concession Sustainability Requirements and Voluntary Practices of the Lease Agreement:

- Contactless payment options, including the implementation of technology to offer non-printed/paperless receipts
- High quality product offerings
- Good product value to customers
- Compostable consumer-facing packaging (pre-packaged items are excluded from this requirement)
- All customer bags should be made from recyclable or compostable materials and able to be recycled or composted

The Omaha Airport Authority is committed to a clean environment, ensuring a healthy and sustainable future for the residents of and visitors to the Omaha MSA and the Airport. In this effort, non-compostable, single-use serviceware, including plastic bags, plastic straws, and polystyrene items are **prohibited**. Details regarding this prohibition and additional sustainability requirements can be found in Exhibit C, Concession Sustainability Requirements and Voluntary Practices of the Lease Agreement.

Voluntary Specifications

Proposers are encouraged to incorporate the following voluntary food service elements into their operations to the greatest extent possible:

- Organic agricultural products from the Nebraska region
- Organic or all-natural meat from animals treated humanely and without hormones or antibiotics
- rBST-free cheese, milk, yogurt, and butter
- Cage-free, antibiotic-free eggs
- Sustainable seafood
- Fairly traded organic coffee
- Products free of hydrogenated oils
- Products free of artificial colors, flavors, and additives
- Un-bleached paper products
- Compostable, bio-resin bottles or paper boxes for bottled water
- Low or non-phosphate detergents
- Agricultural products that have not been genetically modified.

Proposers should consider the Authority's desire for meaningful local, regional, and nationally recognized brands in the purchase of food service products and supplies.

Concept and Package Descriptions

The following are the minimum requirements that the Selected Proposer must provide in each location.

The concession opportunities being offered through this RFP are for food service and retail units as summarized below, **Package 1 Food Service and Retail Concession Opportunities** and **Package 2 Food Service I Concession Opportunities**.

Proposers should provide concepts that meet or exceed the proposed descriptions as provided in this RFP. Deviations from these concepts will not be accepted. Proposers should consider the Authority's desire for meaningful local, regional, and nationally recognized brands when selected concepts to propose for each location. Proposers may submit alternative concepts for each concession location. Proposers should acknowledge the Nebraska State liquor laws and confirm that the proposed concepts and menus comply with those laws.

Package 1 Food Service and Retail Concession Opportunities

The concessions included in Package 1 are located pre-security, in the Central Pavilion, and in the North and South Concourses. There are approximately 13,878 square feet of leasable food service and retail space included in this opportunity. There are approximately 1,492 square feet of leasable concession space for interim food service and retail concession units.

Package 1			
Lease Term: January 1, 2025 through February, 28, 2042 (or later as specified in Lease Agreement)			
Third Calendar Year Minimum Annual Guarantee (MAG): \$1,100,000			
Minimum Initial Capital Investment: <ul style="list-style-type: none"> • Food Service Units - \$600 per Sq. Ft. • Retail Units - \$500 per Sq. Ft. • Vending- \$100 per Sq. Ft. • Seating - \$200 per Sq. Ft. 			
Minimum Midterm Reinvestment: 15 percent of Initial Investment Amount			
ACDBE Goal: 13.6%			
Unit No.	Approximate Sq. Ft.	Desired Concept and Products	Target Occupancy Date ¹
NT-1420	746	<p>Newsstand with Coffee. Products should include typical travel essentials, including health and beauty products; travel and business accessories; newspapers, magazines, and paperback books; limited local souvenirs and gift items; tech gadgets and accessories under \$50; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks.</p> <p>Unit must include a full-service, separately staffed coffee counter offering freshly-brewed, locally, regionally, or nationally branded hot and cold coffee and tea drinks and a selection of pre-packaged sandwiches, salads, branded yogurts, fruit, and baked goods. Breakfast items, such as breakfast sandwiches, bagels, oatmeal, fruit, and branded yogurt should also be offered in the morning. Queuing should be accommodated within the lease lines. <i>Note: This is a retail unit.</i></p> <p><u>Non-Permitted Items:</u> alcoholic beverages; vending machines</p>	September 2, 2026
ST-2206	680	<p>Newsstand. Products should include health and beauty products; newspapers, magazines, and limited paperback books; travel and business accessories; single-serving packaged snacks and candy; other key travel essentials, and cold bottled water, juice, and soft drinks.</p> <p><u>Non-Permitted Items:</u> alcoholic beverages; made-to-order food items; vending machines</p>	September 2, 2026

CP-2332	654	<p>Tech Retail. Products should include a variety of popular branded high-tech electronics and gadgets, such as tablets, fitness bands, mobile device and computer accessories; charging devices; cell/smart phones; noise-cancelling and wireless headphones and earbuds; speakers; digital cameras and accessories; and related items.</p> <p><i>Non-Permitted Items: food and beverage items, including but not limited to alcoholic beverages; typical newsstand items; vending machines</i></p>	September 2, 2026
CP-2333 and CP-2334	981 and 1,030	<p>OPTIONAL – Units CP-2333 and CP-2334 may be proposed as one, combined Gift Shop as described below at the Proposer’s discretion. Alternatively, Proposer may propose the Gift Shop in CP-2334 and another concept in CP-2333, such as apparel or another concept that complements the overall concession program. Should two concepts be proposed, the use of a demising wall and the connectivity between the two concepts shall be at the Proposer’s discretion.</p> <p>Gift Shop. Shop should offer a variety of high-quality gift items, including locally made products, such as jewelry made by local artisans. Merchandise may include, but not be limited to, stationery and desktop accessories; tasteful specialty gifts; home décor and accessories; locally-made accessories and personal care items; ornate collectibles; and quality games and activity sets.</p> <p><i>Non-Permitted Items: technology products; candy; typical newsstand merchandise, including local souvenirs; T-shirts and other souvenir apparel; vending machines</i></p>	September 2, 2026
CP-2335	960	<p>Gourmet Coffee. National brand gourmet coffee concept offering freshly brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, sandwiches, salads, branded yogurts, fruit, and baked goods should be available for carry-out in convenient packaging. Breakfast options, such as hot breakfast sandwiches, oatmeal, fruit, branded yogurt, and baked goods should be provided throughout the morning.</p> <p>Queuing space must be included within the lease lines of this unit.</p> <p><i>Non-Permitted Items: alcoholic beverages; merchandise not associated with the brand; vending machines</i></p>	September 2, 2026

CP-2342	3,216	<p>Local Casual Dining Restaurant. Local brand casual dining restaurant with an inviting and comfortable dining environment, serving breakfast, lunch, and dinner. Menu should include a variety of high-quality choices, including but not limited to appetizers; soups; salads; meat, seafood, and vegetarian entrees; light fare and sandwiches; and desserts. Full bar service, including craft cocktails, locally brewed beer, and an ample selection of quality wines must be available.</p> <p><i>Non-Permitted Items: Any merchandise not associated with the brand; vending machines</i></p>	September 2, 2026
CP-2341	2,993	<p>News and Bookstore. Newsstand portion of the space should include health and beauty products; travel and business accessories; newspapers and magazines; single-serving packaged snacks and candy; other key travel essentials, and cold bottled water, juice, and soft drinks.</p> <p>A significant portion of the space should be dedicated to a local brand bookstore. Products should include hardcover and paperback books from a variety of genres, activity books, and reading accessories.</p> <p><i>Non-Permitted Items: Alcoholic beverages; tech accessories; vending machines</i></p>	September 2, 2026
NC-2104	1,057	<p>Newsstand with Coffee. Products should include typical travel essentials, including health and beauty products; travel and business accessories; newspapers, magazines, and paperback books; limited local souvenirs and gift items; tech gadgets and accessories under \$50; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks.</p> <p>Unit must include a full-service, separately staffed coffee counter offering freshly-brewed, locally or regionally branded hot and cold coffee and tea drinks and a selection of pre-packaged sandwiches, salads, branded yogurts, fruit, and baked goods. Breakfast items, such as breakfast sandwiches, bagels, oatmeal, fruit, and branded yogurt should also be offered in the morning. Queuing should be accommodated within the lease line. <i>Note: This is a Retail unit.</i></p> <p><i>Non-Permitted Items: alcoholic beverages; vending machines</i></p>	September 2, 2026

SC-2114	1,561	<p>Newsstand. Products should include travel essentials, including health and beauty products; newspapers, magazines, and paperback books; limited local souvenirs and gifts; travel and business accessories; limited toys and activity kits; single-serving packaged snacks and candy; pre-packaged foods (sandwiches, salads, snacks, branded yogurt, fruit, etc.) and cold bottled water, juice, and soft drinks.</p> <p><i>Non-Permitted Items: alcoholic beverages; made-to-order food and beverages; vending machines</i></p>	June 3, 2027
Total Space	13,878		

¹ All units with a Target Occupancy Date of September 2, 2026 shall open for business to the public coincident with the opening of the new centralized security screening checkpoint.

Package 1 - Interim Concession Operations Locations				
Minimum Initial Investment: To be proposed				
Unit No.	Approximate Sq. Ft.	Desired Concept and Products	Target Occupancy Date	Target Construction Impact
ST-2090	497	<p>Newsstand and Vending. Newsstand must have a minimum area of 200 square feet and offer travel essentials; health and beauty products; and single-serving branded packaged snacks and candy; and cold bottled water, juice, and soft drinks. The remainder of the location should include an attractive vending area with a variety of food service vending options offering hot and cold foods and beverages.</p> <p><i>Non-Permitted Items: alcoholic beverages; ATMs</i></p>	January 1, 2025	March 2027
NS-2018	569	<p>Newsstand. Products should include health and beauty products; newspapers, magazines, and books; limited local souvenirs; travel and business accessories; limited tech retail under \$50; single-serving packaged snacks and candy; other key travel essentials; and cold bottled water, juice, and soft drinks.</p> <p><i>Non-Permitted Items: alcoholic beverages; made-to-order food and beverages; vending machines</i></p>	January 1, 2025	March 2027

SS-2017	426	Newsstand. Products should include health and beauty products; newspapers, magazines, and books; limited local souvenirs and gifts; travel and business accessories; limited tech retail; single-serving packaged snacks and candy; other key travel essentials, and cold bottled water, juice, and soft drinks. <i>Non-Permitted Items: alcoholic beverages; made-to-order food and beverages; vending machines</i>	January 1, 2025	April 2027
Interim Support Space				
Unit No.	Sq. Ft.	Additional Information	Target Occupancy Date	Target Construction Impact
ST-2085	1,650	Support space must be walled off from public view.	January 1, 2025	March 2027

Package 1 - Support Space				
Lease Term: Coterminous with Package 1 Lease Agreement				
Unit No.	Sq. Ft.	Additional Information	Target Occupancy Date	
NT-1080	266	Landside Loading Dock – Level 1	Early 2025	
NC-1102	1,455	Airside Loading Dock – Level 1	September 2026	
SC-1144	622	South Concourse – Level 1	June 2027	
SC-1366	425	South Concourse – Level 1	June 2027	

Package 2 Food Service Concession Opportunities

The concessions included in Package 2 are located pre-security, in the Central Pavilion, and in the North and South Concourses. There are approximately 16,476 square feet of leasable food service space included in this opportunity, plus an optional 1,589 square feet of leasable food service space. There are approximately 9,449 square feet of leasable concession space for interim food service and retail concession units.

Package 2			
Lease Term: January 1, 2025 through February, 28, 2042 (or later as specified in Lease Agreement)			
Third Calendar Year Minimum Annual Guarantee: \$1,050,000			
Minimum Initial Capital Investment: <ul style="list-style-type: none"> • Food Service Units - \$600 per Sq. Ft. • Retail Units - \$500 per Sq. Ft. • Vending-\$100 per Sq. Ft. • Seating - \$200 per Sq. Ft 			
Minimum Midterm Reinvestment: 15% of Initial Investment Amount			
ACDBE Goal: 13.6%			
Unit No.	Approximate Sq. Ft.	Desired Concept and Menu	Target Occupancy Date ¹
NT-1422	935	<p>Quick Service – Deli. Local, regional, or national brand quick service deli offering made-to-order sandwiches and wraps for convenient takeaway. Deli should offer side dishes, salads, desserts, and cold canned and bottled beverages, including juice and water. Breakfast sandwiches should be offered in the morning along with coffee and tea drinks.</p> <p>A small seating area or counter should be accommodated within the space.</p> <p><i>Non-Permitted Items: alcoholic beverages; any merchandise not associated with the brand; vending machines</i></p>	September 2, 2026
CP-2352	817	<p>Quick Service – Asian. Local, regional, or national brand quick service restaurant specializing in Asian cuisine. Offerings should include a variety of entrées, such as bowls, stir-fries, noodle dishes, salads, side dishes, and dessert. Restaurant should offer cold canned and bottled beverages, including juice and water.</p> <p><i>Non-Permitted Items: alcoholic beverages; vending machines</i></p>	September 2, 2026
CP-2353	1,033	<p>Quick Service – Chicken. National brand quick service chicken restaurant offering a variety of chicken-based entrées, sandwiches, salads, and side dishes. Restaurant should offer cold canned and bottled beverages, including juice and water. Restaurant must operate seven days per week under the designated brand.</p> <p><i>Non-Permitted Items: alcoholic beverages; vending machines</i></p>	September 2, 2026

CP-2351	414	<p>OPTIONAL – This unit may be proposed as described below at the Proposer’s discretion.</p> <p>Quick Service – Healthy. Branded quick service restaurant specializing in freshly-prepared healthy food options, including organic, low-calorie, and energy-producing fare. Healthy options could include smoothies and smoothie bowls, juice, and/or salads. Restaurant should offer cold canned and bottled juice and water.</p> <p>Note: This unit will not have cooking exhaust vent.</p> <p><u>Non-Permitted Items:</u> alcoholic beverages; vending machines</p>	September 2, 2026
CP-2350	4,486	<p>Food Hall Seating. A variety of seating options must be provided to support all concessions in the food hall area (CP-2351, CP-2352, CP-2353, CP-2356). Seating options should include two-top, four-top, and bar-height and counter-height seating. A majority of the seats should have charging outlets.</p> <p><u>Non-Permitted Items:</u> food, beverage and retail products for sale; vending machines</p>	September 2, 2026
CP-2356	2,780	<p>Gourmet Market with Bar and Deli. Local, regional, or national brand established market or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including but not limited to pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, should be available to customers for takeout. A variety of cold canned and bottled beverages should also be available, including popular independent brands. Specialty local food products, such as honey or gourmet nuts, should be offered for passengers to purchase for consumption or as a gift.</p> <p>The unit must have a full-service, separately staffed deli counter serving made-to-order hot and cold sandwiches and wraps, including breakfast sandwiches in the morning.</p> <p>The unit must also contain a full-service bar, featuring cocktails, beer, and a good selection of quality domestic and international wines. Seating for the bar and all queuing space must be provided within the lease lines.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines</p>	September 2, 2026

CP-2338	316	<p>Candy. Locally branded candy shop offering bulk and boxed confectionery products.</p> <p><i>Note: This is a freestanding Retail unit. It must have a low profile to allow views of the Central Pavilion over and through the unit.</i></p> <p><u>Non-Permitted Items:</u> alcoholic beverages; typical newsstand products; merchandise not associated with the brand; vending machines</p>	September 2, 2026
NC-2102	782	<p>Quick Service – Burger. Local, regional, or national brand quick service hamburger restaurant. Menu should include a variety of freshly-prepared hamburgers and other hot sandwich options, salads, fries and other side dishes, and shakes. Restaurant should also provide cold fountain or canned and bottled beverages, including water.</p> <p><u>Non-Permitted Items:</u> alcoholic beverages; vending machines</p>	September 2, 2026
NC-2103	1,909	<p>Bar with Food. Local, regional, or national brand bar with food with a contemporary menu and dining environment. The menu should include a variety of entrees, burgers and/or other hot sandwiches, salads, appetizers, and desserts. Full bar service must be available, featuring locally brewed beer, craft cocktails, and an ample selection of quality wines. Seating must be included within the lease lines.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines</p>	September 2, 2026
SC-2120 and SC-2220	SC-2120: 700 SC-2220: 475	<p>OPTIONAL – This unit may be proposed as described below at the Proposer’s discretion.</p> <p>Local Bar with Food and Prep Kitchen. Locally branded bar with food with a contemporary menu and bar environment. The menu should include a variety of light entrees, salads, appetizers, and desserts. Full bar service must be offered, featuring locally brewed beer, craft cocktails, and an ample selection of quality wines. Bar seating must be included within the lease line.</p> <p>Unit SC-2220 has been assigned as a prep kitchen for this bar, as Unit SC-2120 will not have cooking exhaust.</p> <p><u>Non-Permitted Items:</u> candy and gum; merchandise not associated with the brand; vending machines</p>	SC-2120: January 2, 2028 ² SC-2220: September 2, 2026

SC-2109	700	<p>Local Gourmet Coffee. Locally branded gourmet coffee concept serving freshly brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, sandwiches, salads, branded yogurts, fruit, and baked goods should be available for carry-out in convenient packaging. Breakfast options, such as hot breakfast sandwiches, oatmeal, fruit, branded yogurt, and baked goods must be provided.</p> <p>Limited counter seating or bistro tables should be accommodated within the lease lines.</p> <p><i><u>Non-Permitted Items:</u> alcoholic beverages; merchandise not associated with the brand; vending machines</i></p>	January 2, 2028²
SC-2112	2,718	<p>Fast Casual Mexican with Bar. Local brand fast casual restaurant with convenient counter-ordering. Menu should offer a variety of made-to-order Mexican cuisine, including but not limited to bowls, burritos, tacos, and salads; and serve breakfast, lunch, and dinner items. Restaurant must offer side dishes, desserts, soft drinks, and water. Full bar service, including locally brewed beer and an ample selection of quality wines must be available. Seating must be included within the lease lines.</p> <p><i><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines</i></p>	June 3, 2027
Total Space	16,476 (Optional = 1,589)		

¹ All units with a Target Occupancy Date of September 2, 2026 shall open for business to the public coincident with the opening of the new centralized security screening checkpoint.

² Specific dates to be coordinated between Proposer, the Authority, and the Authority's TMP builder. Proposer may have the option to complete the build-out of SC-2109 prior to January 2028 as long as service can be continually provided with phased construction integrated with the construction impacts to spaces SS-2015 and SS-2016 noted below.

Package 2 - Interim Concession Operations Locations

Minimum Initial Investment: To be proposed

Unit No.	Approximate Sq. Ft.	Desired Concept and Menu	Target Occupancy Date	Target Construction Impact
ST-2081 (South)	2,346	<p>Grab-and-Go with Branded Coffee. Unit must provide conveniently packaged grab-and-go food items, including but not limited to baked goods; fresh produce (whole and sliced); healthy snacks; branded yogurts; branded cereal; freshly-made sandwiches, salads, and wraps; and other items that can be pre-packaged and available for customers to take away for later consumption.</p> <p>The unit must also serve freshly brewed, branded hot and cold coffee and tea drinks and cold bottled water, juice, and soft drinks. Expedited coffee and tea service must be provided throughout the morning with an enhanced selection of breakfast options, such as oatmeal, branded yogurts, breakfast sandwiches, and a variety of quality baked goods. Seating must be provided within the lease lines.</p> <p><i>Optional: Proposer may propose a small bar component for this unit. The decision to include this bar component will be at the sole discretion of the Authority based on an evaluation of the plan and proposed concept.</i></p> <p><i>Non-Permitted Items: vending machines</i></p>	January 1, 2025	March 2027
NT-2007 (North)	661	<p>Grab-and-Go with Branded Coffee. Unit must provide conveniently packaged grab-and-go food items, including but not limited to baked goods; fresh produce (whole and sliced); healthy snacks; branded yogurts; branded cereal; freshly-made sandwiches, salads, and wraps; and other items that can be pre-packaged and available for customers to take away for later consumption.</p> <p>This unit must also serve freshly brewed, branded hot and cold coffee and tea drinks and cold bottled water, juice, and soft drinks. Expedited coffee and tea service must be provided throughout the morning with an enhanced selection of breakfast options, such as oatmeal, branded</p>	January 1, 2025	March 2027

		<p>yogurts, breakfast sandwiches, and a variety of quality baked goods.</p> <p>Seating for this concept must be provided in Unit NT-2012 listed under Support Space below.</p> <p><i>Optional: Proposer may propose a small bar component for this unit. The decision to include this bar component will be at the sole discretion of the Authority based on an evaluation of the plan and proposed concept.</i></p> <p><i>Non-Permitted Items: vending machines</i></p>		
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<p>SS-2015 and SS-2016</p>	<p>2,684</p>	<p>Bar with Food, Grab-and-Go, and Branded Coffee. Bar with food offering a contemporary menu serving breakfast, lunch, and dinner. The menu should include a variety of light entrees, such as burgers and/or other hot sandwiches, pizza or flatbreads, and tacos; salads; soups; appetizers; and desserts. Full bar service must be available, featuring beer (including local beer), cocktails, and an ample selection of quality wines. Unit must also include a full-service, separately staffed branded coffee counter serving freshly-brewed, hot and cold coffee and tea drinks and a selection of baked goods and breakfast items, such as oatmeal, branded yogurts, and breakfast sandwiches.</p> <p>Unit must have a dedicated grab-and-go section that offers a variety of pre-packaged food items, including but not limited to freshly-prepared quality sandwiches and salads (including options that meet a variety of dietary needs, such as cups of freshly-prepared tuna or chicken salad), healthy snacks, branded yogurt, whole and sliced fruit, and other popular grab and go items, and desserts for customers to purchase for later consumption.</p> <p><i>Non-Permitted Items: typical newsstand merchandise; vending machines.</i></p>	<p>January 1, 2025</p>	<p>October 2027¹</p>
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<p>NS-2011</p>	<p>3,758</p>	<p>Bar with Food, Grab-and-Go and Branded Coffee. Bar with food offering a contemporary menu serving breakfast, lunch, and dinner. The menu should include a variety of light entrees, such as burgers and/or other hot sandwiches, pizza or flatbreads, and tacos; salads; soups; appetizers; and desserts. Full bar service must be available, featuring beer (including local beer), cocktails, and an ample selection of quality wines. Unit must also include a full-service separately staffed branded coffee counter serving freshly-brewed, hot and cold coffee and tea drinks and a selection of baked goods and breakfast items, such as oatmeal, branded yogurts, and breakfast sandwiches.</p> <p>Unit must have a dedicated grab-and-go section offering a variety of pre-packaged food items, including but not limited to freshly-prepared quality sandwiches and salads (including options that meet a variety of dietary needs, such as cups of freshly-prepared tuna or chicken salad), healthy snacks, branded yogurt, whole and slice fruit, and other popular grab and go items, and desserts for customers to purchase for later consumption).</p> <p><i><u>Non-Permitted Items:</u> typical newsstand merchandise; vending machines</i></p>	<p>January 1, 2025</p>	<p>March 2027</p>
<p>¹ Specific dates to be coordinated between Proposer, the Authority, and the Authority’s TMP builder. Proposer may have the option to complete the build-out of SC-2109 prior to January 2028 as long as service can be continually provided with phased construction integrated with the construction impacts to spaces SS-2015 and SS-2016.</p>				

Interim Support Space				
Unit No.	Sq. Ft.	Additional Information	Target Occupancy Date	Target Construction Impact
NT-2012 (North)	2,200	A minimum of 500 square feet of this space must be allocated to seating for the Grab-and-Go with Branded Coffee (Unit NT-2007). All support space should be walled off from public view.	January 1, 2025	March 2027
ST-2087	1,370	Support space must be walled off from public view.	January 1, 2025	March 2027
North Ramp South Ramp	1,200 1,200	Space is temporarily available on the North and South ramps for the placement of mobile kitchen and mobile storage units. The mobile kitchen should have full cooking capabilities to support the interim food service operations on the North and South concourse and in the north and south pre-security food service concessions. Additional space within the designated 1,200 square foot allocated on each ramp may be used for mobile storage to support interim operations at the discretion of the Proposer. Selected Proposer will be responsible for providing mobile kitchen and storage units, as proposed, and operating and maintaining them at their sole expense. <i>Proposers should determine the need for these mobile operations and include the details in their proposed transition plan.</i>	January 1, 2025	North Ramp – May 2027 South Ramp – June 2027

Package 2 – Support Space			
Lease Term: Coterminous with Package 2 Lease Agreement			
Unit No.	Sq. Ft.	Additional Information	Target Occupancy Date
NT-1075	414	Landside Loading Dock – Level 1	Early 2025
NC-2002	690	North Concourse – Level 2	September 2026
NC-1104	466	Airside Loading Dock – Level 1	September 2026
SC-1205	1,166	South Concourse – Level 1	June 2027

The food service and retail units included in Package 1 are shown on the lease outline drawing(s) in **Exhibit C**. The food service and retail units included in Package 2 are shown on the lease outline drawing(s) in **Exhibit D**.

Office and Storage Space Rental

The Selected Proposers may be able to lease additional storage and office space at the Finished Terminal Rate. The Finished Terminal Rate is currently \$110.76 per square foot per annum; such rate is subject to annual adjustment based on annual operating costs of the terminal complex.

GENERAL INFORMATION

Consideration

To have a Proposal considered by the Authority, Proposers must provide all information required under the terms of this RFP. Proposers should review the following instructions carefully prior to preparing and submitting a Proposal.

Any Lease Agreement arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Authority, its officers, employees, or agents unless and until it is approved by the Authority, and then duly executed by the CEO or CCO in accordance with all applicable laws.

Information contained in the RFP documents is for information purposes only. The Authority does not warrant the accuracy of such information and any use thereof without independent verification is solely at the risk of Proposers.

The Authority reserves the right to postpone the Proposal submittal due date or to withdraw and/or amend this RFP, or portions of this RFP, at any time.

5 CONDITIONS OF THE SOLICITATION

Solicitation Timeline

The Authority intends to generally follow the solicitation timeline shown below. The Authority reserves the right to extend or change any of the dates shown at its sole discretion.

Task	Prospective Date(s)
RFP Issued	March 18, 2024
Pre-Proposal Conference Registration Deadline	April 2, 2024
Pre-Proposal Conference and Terminal Walkthrough	April 9, 2024, 10:00 a.m. Central Time
RFP Question Deadline	April 26, 2024
Proposal Deadline	June 14, 2024, 2:00 p.m. Central Time
Proposer Interviews, if necessary	July 17-18, 2024
Notice of Intent to Award	August 8, 2024
Concession Agreement Signed by Selected Proposer	August 15, 2024
Concession Agreement Signed by Authority	August 21, 2024
Finalize Transition Plan	September – December 2024
Commencement of Interim Operations	January 1, 2025

Late Proposals

Late Proposals will be rejected and returned to the Proposer. Proposals received after the due date and time will not be considered. Proposers must select a method of delivery that ensures Proposals will be delivered to the correct location by the due date and time.

Pre-Proposal Conference and Tour

A Pre-Proposal Conference and existing terminal tour will be held on April 9, 2024, beginning at 10:00 a.m. Central Time. Proposers shall complete and submit the Pre-Proposal Conference Registration Form included in **Appendix I** to express their intent to attend the pre-proposal conference and tour by April 2, 2024. The pre-proposal conference will only be held in person; there will not be a virtual component. The purpose of this meeting is for the Authority to discuss the requirements and objectives of the food service and retail RFP, review the future terminal (TMP) and concession plans, answer any questions, provide a networking opportunity for prospective proposers and sublessees, and tour the existing concession facilities.

Proposers may submit questions regarding this RFP in writing by the question deadline noted above. The Authority reserves the right to respond only to questions that are applicable and appropriate. During the Pre-Proposal conference, representatives from the Authority will attempt to answer written questions received in advance of the conference.

Any changes in the requirements of this RFP as a result of questions will be made by addendum to the RFP. All questions submitted and their answers will be included in an addendum to the RFP and posted on the Airport's website. A list of Pre-Proposal Conference attendees will also be posted on the Airport's website after the conference.

The existing terminal tour on April 9, 2024 will be the only scheduled tour of the existing food service and retail concessions at the Airport and the only opportunity for prospective Proposers to see the concession areas beyond security.

Conference Location

The Pre-Proposal Conference will be held at:

Omaha Airport Authority Administrative Office
Conference Rooms 1 and 2, Upper Level
4501 Abbott Drive
Eppley Airfield
Omaha, Nebraska 68110

Procurement Contact

Any questions regarding the RFP or the Lease Agreement must be directed to:

Nancy Wordekemper
Omaha Airport Authority
4501 Abbott Drive, Suite 2300
Omaha, Nebraska 68110
[mailto: ConcessionsRFP@flyoma.com](mailto:ConcessionsRFP@flyoma.com)

Examination of Proposal Material

The submission of a Proposal shall be deemed a representation and certification by the Proposer that it has investigated all aspects of the RFP and Lease Agreement to be awarded (see **Appendix C** for Draft Lease Agreement), that it is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and that it has read and understood the RFP and draft Lease Agreement. No request for modification to the Proposal shall be considered after its submission on grounds that the Proposer was not fully informed as to any fact or condition.

By the submission of a Proposal, the Proposer authorizes the Authority to verify any information provided during the RFP process, to contact references listed by the Proposer, to contact any other persons known by the Authority to have contracted with the Proposer, and to make any inquiry deemed appropriate by the Authority concerning the representations, financial capabilities, experience, and qualifications of the Proposer.

Irregularities

A Proposal will be considered irregular and may be rejected if it is improperly executed or fails to satisfy the submittal requirements set forth herein. Notwithstanding the foregoing, the Authority reserves the right, in its sole discretion, to waive any informalities or irregularities in a Proposal, except that:

- The Authority will not consider any Proposal that does not conform in all material respects to the terms of this RFP, including an express commitment by the Proposer to execute the Lease Agreement in substantially the same form as that included with the RFP.

The Authority reserves the right to request clarification of and/or independently verify information submitted in any Proposal, to require additional information from any Proposer, or to reject any or all Proposals for any reason and to re-advertise or postpone the RFP process for the Lease Agreement.

Public Nature of Proposal Material

All correspondence with the Authority, including Proposals in response to this RFP will become the exclusive property of the Authority and will become public records under the Nebraska Public Records Act. All documents the Proposer sends to the Authority will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement. Therefore, any Proposal that contains language purporting to render all or significant portions of the Proposal “confidential,” “trade secret,” or “proprietary,” or that fails to provide the exemption information required as described below, will be considered a public record in its entirety. The Proposer shall not mark the entire Proposal as “confidential.”

The Authority will not disclose any part of any Proposal before it announces a recommendation for award on the grounds that there is a substantial public interest in not disclosing Proposals during the evaluation process. After the announcement of a recommended award, all Proposals received in response to this RFP will be subject to public disclosure. If the Proposer believes there are portions of the Proposal that are exempt from disclosure under the Nebraska Public Records Act, the Proposer must mark it as such and state the specific provisions in the Nebraska Public Records Act that provides the exemption as well as the factual basis for claiming the exemption. For example, if the Proposer submits trade secret information, the Proposer must plainly mark the information as “trade secret” or “proprietary.” The Authority will provide the Proposer who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Selection Procedure

All Proposals will be reviewed and a selection made by the Authority in its sole discretion. One or more Proposers may be invited by the Authority to an in-person interview to discuss its Proposal or to demonstrate the Proposer’s capabilities. If the Authority deems appropriate, one or more Proposers may be requested to present a best and final Proposal. The Authority expressly reserves the right to accept or reject any and all Proposals, to waive irregularities, and to negotiate additional or different terms with the selected Proposer. Proposers must clearly demonstrate that they have the experience, organization and operational capabilities, and financial resources required to successfully manage the Food Service and Retail Concessions at Eppley

Airfield. Some of the elements that may be considered in the determination of the Selected Proposer are outlined in the Evaluation Criteria below.

Evaluation Criteria

Proposals received will be evaluated in detail in accordance with the evaluation criteria listed below. The listed evaluation criteria are not of equal value or decision weight.

- Proposer's Background, Experience, and Financial Capability
- Concept Development
- Management, Staffing, Training, and Incentives
- Operations, Maintenance, and Environmental Sustainability
- Transition Plan and Interim Operations
- Financial Projections and Financial Offer
- Designs, Materials, and Capital Investment
- Marketing, Promotions, and Customer Service Plan
- ACDBE Participation

The evaluation committee will make a recommendation for the award. Each Proposer submitting a Proposal will be informed in writing regarding their status in the selection process.

Execution

Proposals shall be executed in the name of the entity actually proposing to perform under the Lease Agreement. The Proposal and Financial Offer shall bear the signature of an officer authorized to sign for the entity, and the printed or typewritten name of the signing officer and office held. Evidence of the authority of the signer must be attached to the submitted Proposal. In the event of a partnership or a joint venture Proposal, authorized representatives of each participant must sign the Proposal. In the event the Proposer is a newly formed entity other than a partnership or joint venture, the parent company of the Proposer must sign the Proposal and agree to sign the Lease Agreement, if awarded.

Nondiscrimination/Non-Preferential Treatment

The Selected Proposer agrees that there shall be no discrimination against, or segregation of, any person, on the basis of race, sex, sexual orientation, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of the Agreement.

Minimum Qualifications

To be considered for a Lease Agreement, Proposers must demonstrate that they meet the following minimum requirements and have the necessary experience, capital, and resources to fulfill the Lease Agreement requirements and sustain the business operation throughout the Lease Agreement term. It will be the Authority's sole discretion to judge a Proposer's qualifications.

- A Proposer for Package 1 must have a minimum of three (3) years of successful and relevant experience in the last six years (2018-2023) in the ownership, marketing, development, operation, and management of multiple retail locations in a shopping center, airport, transportation center, mall, street location or other prominent commercial setting with cumulative annual sales for such locations of at least Seven Million Dollars (\$7,000,000). A Proposer for Package 2 must have a minimum of three (3) years of successful and relevant experience in the last six years (2018-2023) in the ownership, marketing, development, operation, and management of multiple restaurants in a shopping center, airport, transportation center, mall, street location or other prominent commercial setting with cumulative annual sales for such locations of at least Ten Million Dollars (\$10,000,000). A food service location is defined as a restaurant that generates at least 75% of its gross revenue from food and beverage sales. Ownership means control of more than 50 percent of the equity of the business. If a Proposer has multiple owners, a majority of the equity must be held by a company(ies) or individual(s) who meet this minimum qualification. Evidence of such prior experience must be presented in the Proposal, including the locations (type and address), annual sales and rent paid per location, square footage per location, and landlord contact information (phone number and email address). Such food service and retail operations must be of a similar or larger size, and scope to those being proposed for the Airport in terms of square footage, number of units, and sales volume.
- A Proposer, or an entity comprising Proposer, such as a joint venture partner or sub-concessionaire, that submits a Proposal(s) must be in good standing with regard to any prior agreements or indebtedness with the Authority. Any existing past due debt or failure to fulfill the previous provisions of any prior agreement with the Authority may be a cause for rejection of the Proposal(s) and disqualification of the Proposer.
- If Proposer is a newly-formed subsidiary of a corporation, the parent company of the proposing entity shall be responsible for the subsidiary and any Lease Agreement to be awarded, and must meet the minimum qualifications and experience requirements in this section and present evidence of that experience in the Proposal.
- If Proposer is a partnership or joint venture formed for the purpose of responding to this RFP, a single partner owning at least fifty-one percent (51.0%) of the partnership or joint venture that will be responsible for the operation of the concession locations pursuant to the Lease Agreement to be awarded must meet the minimum qualifications and experience requirements in this section and present evidence of that experience in the Proposal.
- A subconcessionaire included in a Proposal must have a minimum of two (2) years of successful and relevant experience in the last six years (2018-2023) in the marketing, development, operation, and management of retail or food service locations at airports, transportation facilities, shopping centers, or downtown areas. Such retail or food service operations must be of a similar or larger size and scope to those for which the subconcessionaire is being proposed to operate at the Airport in terms of square footage and sales volume. Evidence of such prior experience must be presented in the Proposal, including the locations (type and address), annual sales and rent paid per location, square footage per location, and landlord contact information (phone number and email address).

Proposals not meeting the submittal requirements set forth in this RFP may be considered non-responsive and may be excluded from consideration in the selection process at the sole discretion of the Authority.

Financial Capability

Operators must have the financial resources necessary to undertake the requirements of the proposed food service and retail concession operations. The Proposer must submit the financial documents required herein prepared by an independent certified public accountant. Proposers shall attach the last two (2) years of audited financial statements. If audited financial statements are not available, the last two years of tax returns must also be provided.

6 PROPOSAL FORMAT AND ORGANIZATION

Instructions for Submitting Proposal

Submission Information

To facilitate the review and evaluation of all Proposals, the Authority requires that Proposals be submitted in the format outlined below, including all information listed in the following section.

The mailing address, telephone number, and email address of the Proposer as well as the concession package for which the proposal is being submitted (“Concession Package 1” or “Concession Package 2”) shall be typed or printed on the first page of the Proposal. If a Proposer plans to submit on both packages, a separate Proposal must be submitted for each package.

Proposer shall submit one original, printed copy of the Proposal signed by an authorized official and an electronic portable document format (PDF) copy of the Proposal on a flash drive in accordance with the following details.

One Original Printed Copy: Proposals must be typewritten on single-sided, white 8 ½” x 11” paper (100% recycled) with a minimum font size of 11 for narrative text. Pages must be in portrait format in a three-ring binder with tabs identifying all required sections (do not include information to be evaluated directly on the tabs). Drawings, renderings, and plans may be printed on ledger size (11” x 17”) pages (100% recycled) that can be folded to fit in the binder. Proposals must not contain more than 140 pages (excluding tabs and other pages as noted in this RFP), including all background and experience; menus; product lists; drawings and concept descriptions, etc. Pages that exceed the 140-page limit will not be reviewed or evaluated. Proposal forms and exhibits, financial statements, pro formas, franchise and license authorization letters, resumes, and articles of incorporation **do not count** toward the page limit.

Electronic Copy: The electronic copy of the Proposal must have all sections combined into a **single** electronic file that is a **word-searchable PDF file**, may be no larger than 300 MB, and must have each of the tabbed sections noted in the PDF file. Any other forms of proposals will not be considered. The PDF file must be located on a flash drive and attached to the original printed copy of the Proposal. The flash drive should also contain the pro formas in Excel format.

Sealed Proposals will be received at the offices of the Authority until **2:00 p.m. Central Time on June 14, 2024**, at which time Proposals will be opened, and the evaluation process initiated. One (1) original printed copy of the Proposal and one searchable pdf version on a USB drive, shall be addressed and sent via mail, courier, or hand-delivery to:

Nancy Wordekemper
Omaha Airport Authority
4501 Abbott Drive, Suite 2300
Omaha, Nebraska 68110
(402) 661-8000

Any Proposal received after the Proposal due date and time may be returned unopened. The Authority reserves the right to postpone the due date for Proposal submission.

No Proposal may be withdrawn after it has been submitted to the Authority unless the Proposer so requests in writing and the request is received by the CEO or Chief Commercial Officer before the due date for Proposals. Submission of a Proposal under this RFP shall constitute an agreement by the Proposer that the Proposal will remain a valid offer subject to acceptance for two hundred and ten (210) days after the due date for the submission of Proposals.

Proposers are solely responsible for any costs incurred in the submission of a Proposal or in completing any necessary studies or designs for the preparation of a Proposal.

Each section of the Proposal must have a clearly labeled tab and be presented in the order set forth below.

RFP Section 1 – Cover Letter, Covenant to Execute Lease, and Proposal Checklist

1.1 Cover Letter

The cover letter (2 pages maximum) shall, at a minimum, include the following information:

- Name in which the Proposer would enter into the Lease Agreement
- Identification of the RFP that is the subject of the Proposal and the Package for which the Proposer is submitting (Concession Package 1 or Concession Package 2)
- Proposer's company name, contact name, principal address, corporate website address, federal tax ID number, telephone number, facsimile number, and email address.
- Entities comprising the Proposer, if more than one, including any ACDBEs
- Statement that the Proposer shall execute a Lease Agreement in substantially the same form as that included with the RFP, amended only by additions thereto as expressly requested in this RFP, proposed by Proposer, and approved by the Authority, which may include the financial offer, capital investment, and specific concepts and brands
- Documentation that the Proposer has registered with the Nebraska Secretary of State and a statement that upon receipt of a notice of intent to award from the Authority that Proposer shall apply for and obtain a business license with the Nebraska Secretary of State and a liquor license with the City Clerk of the City of Omaha in accordance with the Nebraska Liquor Control Commission regulations.
- Other general information that the Proposer desires to include as an introduction to the Proposal
- The Proposer shall acknowledge that it will comply with all terms and conditions set forth in the RFP and Lease Agreement, unless otherwise agreed in writing by the Authority. The letter must be signed by an individual authorized to enter the company into a Lease Agreement with the Authority.

1.2 Proposal Checklist

Attach the Proposal Checklist included in **Appendix A** after the cover letter.

RFP Section 2 –Proposer’s Background, Experience and Financial Capability

2.1 Proposing Organization

Provide a description of the proposing organization (i.e., corporation, LLC, partnership, joint venture, or sole proprietorship) along with the following information depending on the organization structure:

If a corporation, attach the Articles of Incorporation, and list the names, addresses and shares of all persons or entities owning ten percent (10%) or more of the Proposer’s voting stock.
If an LLC, attach the Articles of Organization and list the name and address of each member.
If a partnership, attach a copy of the Partnership Agreement, and list the name, address, and share of each partner.
If a joint venture, list date of organization, attach a copy of the joint venture agreement, indicate if the joint venture has done business in Nebraska and where, and list the name, address and share of each joint venturer.
If a sole proprietorship, list all business names under which such proprietor has done business during the last five (5) years, address(es), how long in business, social security number, and state whether registered or authorized to do business in Nebraska.

2.2 Proposer’s Background and Experience

The Proposer’s background and experience should include the following information:

1. A brief history of the company(ies). Note any changes in company name(s) and ownership structure(s) and any other names under which the company(ies) has done business. Describe current operations as they exist today including, at a minimum, the number of locations where the company does business, number of contracts/leases held, sales volume, and number of stores and/or restaurants operated.
2. Descriptions of five (5) of the organization’s operations most relevant to those being proposed. For these relevant operations, list the square footage occupied, gross sales for the last five years (2019-2023) split between food service and retail (if applicable), enplanements for those years (if an airport property), unit roster (including restaurant or store name), average sales per transaction, minimum annual guarantee or minimum rent obligations, percentage rent obligations, actual rent paid, term of lease (including commencement and expiration dates), capital investment (broken down into initial buildout and refurbishments, if applicable) and photographs (if available). Note which of the restaurants and/or stores in the roster are the top performers. Also provide the names, addresses, emails, and telephone numbers of the landlords or property managers for each of these operations.

3. The name, location and date of any of the Proposer's leases that have been terminated either voluntarily or involuntarily, within the past ten (10) years. Provide an explanation of the reason(s) for termination and a contact name, email address, and telephone number for the landlord.
4. A list of any contracts or leases awarded to the Proposer (including any entity comprising Proposer, any affiliate of Proposer, or any company of Proposer doing business under a different name) that was not fulfilled and/or accepted and the reason(s) for the lack of fulfillment or non-acceptance.
5. A list of at least three (3) current references who have knowledge of the Proposer's experience, operational proficiency, and customer service capabilities and performance.
6. A list of any leases or contracts awarded in the last five years (2019-2023) for which the Proposer (including any entity comprising Proposer, any affiliate of Proposer, or any company of Proposer doing business under a different name) has outstanding capital investment obligations. For each lease or contract, include the location, date of award, total capital investment planned/proposed, capital investment obligation outstanding, and the anticipated date on which the Proposer expects to fulfill the obligation.
7. Conflict of Interest and No Violation of Communications Prohibition: The Proposer must acknowledge and list all potential conflicts of interest it would have if awarded the Lease Agreement or attest to no conflicts of interest. Additionally, the Proposer must attest that it has not conducted any communications in violation of the Communications Prohibition. Proposers shall complete and submit the form in **Appendix D**.
8. Legal Actions: The Proposer, or each separate legal entity comprising the Proposer, if applicable, (including any affiliate of Proposer, or any company of Proposer doing business under a different name) must provide a list and a brief description of all material legal actions, together with any fines and penalties, for the past ten (10) years in which: (a) any division, subsidiary, or parent company of the Proposer, or each separate legal entity comprising the Proposer, or (b) any member, partner, or controlling shareholder of the Proposer has been, is currently, in or is pending litigation or any of the activities as detailed below:
 - a debtor in bankruptcy;
 - a defendant in a legal action for deficient performance under a contract, in violation of a statute or related to service reliability;
 - in an administrative action for deficient performance on a project, in violation of a statute or related to service reliability;
 - a defendant in any criminal action;
 - a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract, in violation of a statute or related to service reliability;
 - a principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract, in violation of a statute or related to service reliability; or

- a defendant in a governmental inquiry or action regarding the accuracy of prepared financial statements or disclosure documents
- a plaintiff in any lawsuit

9. Controlling Interest: A list of any affiliate of Proposer engaged in similar business activities and any entity with a direct or controlling interest in the Proposer, and any subsidiary entity in which the Proposer has a controlling interest and any affiliates thereof.

2.3. Financial Capability

Proposers shall submit (electronically only) the following historical financial information for the proposing entity and any joint venture or affiliate entities (including any sub-concessionaires and/or ACDBEs):

- **Partnerships/Individuals:** Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the partners or individuals submitting the Proposal, also including an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements. The three (3) most recently completed IRS tax returns.
- **Public Entities:** Previous two (2) years' annual report for the proposing entity.
- **Private Entities:** Previous two (2) years' CPA-prepared and compiled financial statements.
- **Newly-formed Organizations:** In addition to meeting the above requirements by type of organization, for newly-formed organizations the Proposer must include a certified statement of the names of the officers of the organization to be formed, the principal occupation of all members of the new organization's Board, and certified statements of the net worth of the prime participants in the organization.

In addition, Proposers shall provide the following information:

- A statement declaring whether Proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- Names, addresses, emails, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference.

The Authority reserves the right to request additional financial information from any Proposer.

If a Proposer submits financial statements for a parent company and is thereafter awarded a Lease Agreement, the parent company shall be required to also execute the Lease Agreement such that it is bound jointly with the Proposer/subsidiary to the obligations of the Lease Agreement. A parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Lease Agreement to be awarded.

RFP Section 3 – Concept Development

Proposer shall submit the following information in sufficient detail to clearly define the proposed concepts and to allow them to be distinguished from those of other Proposers. Proposers should propose concepts that meet the goals and objectives of the Authority as follows:

- Offer a variety of brands and concepts that will have broad customer appeal
- Create a positive customer experience that is reflective of the Omaha region
- Optimize financial returns to the Authority
- Enhance opportunities for participation by local, small, and disadvantaged businesses

Include the following for the proposed food service concepts and menus, which shall meet the minimum requirements described in **Section 4, Description of Food Service and Retail Opportunities**.

- Describe the analysis conducted to determine the food service concepts, brands, and menus proposed
- Specific concept names and descriptions and how they would be incorporated into the Airport program, including all interim facilities
- Menus, including a proposed menu for each concept, the price or price range for each menu item, including children’s menu items. Specifically indicate which menu items will be pre-packaged for grab and go service, if applicable, and how those items will be packaged for the customers. Beverage menus should include prices and pour sizes for alcoholic beverages and prices and drink sizes for non-alcoholic beverages.
 - If the proposed concept is a local, regional, or national brand, explain any menu variations between the brand’s street menu and the menu proposed for the Airport location.
 - Include the menu that would be offered from each interim concession
- A description of any unique attributes of the proposed concepts
- Describe any concept-specific quality assurance procedures, guarantees, and customer service initiatives and policies that are not described in other sections of the proposal
- Franchise authorization letters for any franchised concepts included in the Proposal on the franchisor’s letterhead with the franchisor’s signature, providing verification that the franchisors will grant Proposer the right to operate their concept/brand as proposed for the entire term of the Lease Agreement to be awarded. The Authority may contact such franchisors to confirm their agreement. (not included in the calculation of page limit)
- License authorization letters for any licensed concepts included in the Proposal on the licensor’s letterhead with the licensor’s signature, providing verification that the licensors will grant Proposer the right to operate their concept/brand as proposed for the entire term of the Lease Agreement to be awarded. The Authority may contact such licensors to confirm their agreement. (not included in the calculation of page limit)
- List of merchandise that will be carried in any combined food and retail locations and the prices for those retail items

- List of any logoed or branded merchandise that will be sold from any of the food service units and the prices for those items

Proposed retail concepts and product lines shall meet the minimum requirements described in **Section 4, Description of Food Service and Retail Opportunities.**

- Describe the analysis conducted to determine the retail concepts, brands, merchandise, and product lines incorporated in the Proposal
- Specific concept names and descriptions and how they would be incorporated into the Airport program, including any interim facilities
- Merchandise mix, including a list of proposed merchandise for each concept and the price or price range for each item
 - Merchandise mix for each interim concession
- A description of any unique attributes of the proposed concepts
- Describe any concept-specific quality assurance procedures, guarantees, and customer service initiatives and policies that are not described in other sections of the proposal
- The percentage of store selling area that would be allocated to each product category
- Franchise authorization letters for any franchised concepts included in the Proposal on the franchisor's letterhead providing verification that the franchisors will grant Proposer the right to operate their concept/brand as proposed for the entire term of the Lease Agreement to be awarded. The Authority may contact such franchisors to confirm their agreement. (not included in the calculation of page limit)
- License authorization letters for any licensed concepts included in the Proposal on the licensor's letterhead providing verification that the licensors will grant Proposer the right to operate their concept/brand as proposed for the entire term of the Lease Agreement to be awarded. The Authority may contact such licensors to confirm their agreement. (not included in the calculation of page limit)
- Describe the research to be used to monitor customer satisfaction with the concepts, brands, merchandise, and product lines selected

A concept or brand may not be changed or substituted by Proposers following award. The Authority reserves the right to request alternative concepts or the movement of proposed concepts between locations included in a package if it is in the best interest of the Authority and its customers. Proposers must ensure that they have established a relationship with the brand or concept owner, understand the business terms that will apply, and have the legal authority to both propose and operate the brand or concept being proposed prior to submitting a proposal.

RFP Section 4 – Management, Staffing, Training, and Incentives

In this section, Proposer shall demonstrate the ability to effectively manage all units and operations, which also includes quality leadership and levels of staffing to provide timely, high quality customer service. Proposers must demonstrate a commitment to reliable, safe, clean, and well-merchandised operations, as well as a proactive and consistent approach to maintaining and preserving the units (including equipment).

Proposer must submit the following information regarding the proposed management, staffing, operations, and environmental sustainability practices.

4.1 Management and Staffing

Proposers shall submit the following information regarding the proposed management and organizational structure, staffing plan, management, staff training, and incentive programs.

- Organizational chart illustrating the reporting relationships between corporate and on-site management and between all on-site staff as well as a description of how corporate staff will support the local operation and its staff
- Complete list of staff descriptions (i.e., supervisors, customer service staff, cashiers, maintenance personnel, general manager, assistant manager, etc.), duties and associated compensation levels for each position in the organizational chart.
- Plan to meet the operational requirements of the Airport’s environment regarding operating hours, including holidays, staff vacations, and flight delays.
- Recruitment and training practices, including a brief description of the employee recruitment process (both initial and ongoing), and any training program unique to the concepts that would be operated by Proposer at the Airport.
- Staffing and management schedule for each unit to meet the operational conditions of the airport’s environment and the required hours of operation (which currently range from 4:00 a.m. to 8:00 p.m.), including the number of employees and management personnel by position for all shifts during an average day. Proposer must also include an explanation of how it will provide for backup staffing, shift changes, key management personal time off, holidays, and employee breaks. Proposer must demonstrate that facilities will be satisfactorily staffed to provide high-quality service to the traveling public, including the presence of a manager or supervisor onsite for all shifts.
- The number of part-time and full-time employees to be hired for these operations.
- Approach to ensuring scheduling and consistent security badging of all employees.
- Resumes for the proposed on-site General Manager, regional manager, and any other key management or culinary staff (as appropriate). The General Manager should have relevant experience, preferably five (5) or more years, managing large-scale food service and retail facilities at airports similar in size or larger than Epley Airfield. The General Manger must be located onsite and committed to the operation at the Airport.
- Description of any management and staffing responsibilities of the proposed ACDBE participant(s), including resumes for management personnel. List any prior working relationship between the ACDBE and the Proposer.

- Procedures for handling customer complaints
- Description and/or image of the proposed employee dress code or uniform by location, as appropriate

4.2 Training and Incentive Programs

The Proposer shall submit the following information to describe its employee training program(s) and incentive programs.

- A brief description of the proposed employee incentives, employee recognition, retention initiatives, and motivational programs that will be initiated at the Airport to monitor, measure, and promote proposed methods for maintaining high employee morale and ensuring high levels of customer service.
- The Proposer shall describe customer service training and recurrent training programs in sufficient detail, including a proposed training schedule with the number of annual budgeted training hours by employee classification. Describe how training is performed or apportioned between in-person classroom and/or virtual self-guided tutorials.
- Monitoring procedures to ensure that staff are providing high-quality service
- Any corporate incentives to promote high-quality service at the Airport

By submitting a Proposal, Proposer acknowledges the Authority’s ability to review and audit the Proposer’s on-site training program compliance records by employee during the Authority’s normal business hours.

RFP Section 5 – Operations, Maintenance and Environmental Sustainability

5.1 Operations and Maintenance

Proposer shall submit an operations and maintenance plan containing sufficient information to allow the Authority to evaluate the plan for daily and ongoing operations, including but not limited to maintenance, deliveries, trash/recycling/compost removal, inventory stocking and storage, brand/vendor oversight, sustainable sourcing practices, pest control, janitorial services, grease interceptor cleaning and grease waste containment systems (as appropriate), hood and ventilation system cleaning (as appropriate), data and media services, emergency procedures, and the cash control system, including the general capabilities of the point of sale equipment.

- For deliveries and trash/recycling/compost removal, indicate the times of day such tasks are designated to occur and the staffing levels at those times to ensure continued operations in the concession locations (if occurring during operating hours).
- For ongoing maintenance and cleaning, include information as to whether the maintenance and cleaning will be performed by in-house personnel or an outside contractor, and the proposed response times for maintenance issues.
- Proposed plan to monitor the facilities for cleanliness and maintenance, including any checklist to be developed, frequencies, and an explanation of the manner in which the list would be addressed in practice.

5.2 Environmental Sustainability

- Provide information about the environmental sustainability practices planned for the day-to-day operations of the concession unit(s), including (where applicable) separation of waste, recycling, and compost; the use of reusable and Biodegradable Products Institute (BPI) approved compostable or recyclable food service ware; sustainable sourcing practices; procurement of sustainably raised, grown, or manufactured products; use of clearly labeled receptacles of sorting and collection of pre- and post-consumer recycling and garbage in leased areas; participation in Airport recycling, composting, and food donation programs as may be implemented; and other resource conservation programs/practices.
- Provide detail about potential procurement and/or sourcing of products or services from local/regional, small, and/or disadvantaged businesses.

RFP Section 6 – Transition Plan and Interim Operations

Under this tab, Proposer shall provide a draft transition plan outline that Proposer will fully document and submit for approval upon Notice of Award. As a result of the phased redevelopment of the Airport Terminal, existing concessions, kitchens, and support space will be impacted on an ongoing basis. Selected Proposers will need to work with the Authority to accommodate and serve customers throughout the transition. To minimize the impact of multiple facility changes, the Authority has identified locations on the airfield ramp adjacent to the North and South concourses for the installation of mobile units for kitchen and storage facilities. The intent is for these units (one on each side of the terminal) to provide facilities for food service operations to meet passenger demand until permanent concession units are in operation.

Selected Proposers shall work closely with incumbent concessionaires to ensure a smooth transition of operations and continued customer service. At a minimum, the draft transition plan outline shall include:

- Interim concept to be provided by unit (for those units in each package designated for interim operations)
- Menu and/or product lines to be offered in each interim unit
- Furniture, fixtures, and equipment that will be purchased from the incumbent concessionaire or provided by Selected Proposer
- High-level schedule of transition process to take over operations from incumbent concessionaires and general timing to meet the scheduled opening date
- General schedule for design, permitting, and build-out to transition to permanent unit build-out and operations
- Each Proposer must submit a transition plan describing its methodology for its proposed startup of operations on January 1, 2025
- Proposer shall provide a detailed schedule with its key milestones and date each milestone shall be completed
- Proposer shall show the time required for hiring and training of employees
- Proposers for Concession Package 2 shall show how they will secure, install, fund, and operate one or both optional remote storage and prep/commissary kitchen facilities during the interim period. The

Authority will assign a ramp area adjacent to each concourse for the placement of remote storage and prep/commissary kitchens. If Proposer does not intend to use one or both of these designated areas for interim facilities, they shall describe their plan for sustaining operations during the interim period. The Selected Proposer for Concession Package 2 will be responsible for sourcing, installing (including making utility connections), maintaining, and operating the any planned mobile kitchen and storage units to support concourse food service and retail concessions until sufficient permanent facilities are constructed and operating to accommodate passenger demand.

RFP Section 7 – Financial Projections and Financial Offer

7.1 Financial Projections

Under this tab, Proposer shall submit one financial pro forma for each individual location (interim and permanent) as well as one consolidated pro forma for the package in its entirety for the term of the Lease Agreement. The pro formas will be evaluated by the Authority for reasonableness, demonstrated understanding of the draft Lease Agreement terms, viability of the proposed operations, realistic financial offer, and ability to fund continuing operations from funds generated by the business. Each pro forma must include the items noted below using the Pro Forma templates for each package included in **Appendix B** (use and submit Excel template provided in separate file).

Each pro forma shall include the following for each unit in a package (as well as the consolidated pro forma for all units included in the package) and each year of the Lease Agreement Term:

- Gross sales by concession location, including: food and non-alcoholic beverages versus alcoholic beverages (if applicable), merchandise (if applicable), vending (if applicable), and catering (including in-flight catering if applicable)
- Cost of goods sold and gross profit
- Expenses by line item, including labor, Percentage Rent to the Authority by unit showing food and non-alcoholic beverages versus alcoholic beverage rent for food service units), as applicable
- Interest, depreciation, and amortization
- Net profit before taxes
- Initial and midterm investments

Proposers shall include in this section, data and information indicating the rent to be paid to the Authority for each Calendar Year and partial year, demonstrating that the Percentage Rent, as proposed, can be supported by the projected revenue stream without sacrificing the quality or service of the operations.

7.2 Financial Offer

Selected Proposers shall pay rent to the Authority as a Minimum Annual Guarantee (“MAG”) or Percentage Rent, whichever is greater. One-twelfth of the MAG shall be paid on the first (1st) of every month and any Percentage Rent due above the monthly payment of the MAG shall be reported and paid by the twelfth (12th) of each month for the preceding month.

The Authority has established the MAG for the Third Calendar Year, which is not negotiable. The Third Calendar Year MAG for each concession package is included in the Financial Offer Form in **Appendix B**. For the fourth and subsequent Calendar Years, the MAG will equal eighty-five percent (85%) of the actual rent due and

paid for the previous Calendar Year, allocated in equal monthly installments of one-twelfth of the actual rent amount. Any Percentage Rent above the monthly payment of the MAG would be reported and paid by the twelfth (12th) of each month for the preceding month. During the interim period only Percentage Rent will be paid to the Authority.

As part of the Proposal, Proposers are required to provide a Percentage Rent financial offer on the Financial Offer Form included as **Appendix B**. Percentage Rents that increase with sales volume, i.e., tiered rent structures, etc., will be accepted. A separate Percentage Rent may be proposed for the interim operations. The Proposer's Chief Financial Officer must certify that the Percentage Rent proposed is a financial offer that is supportable throughout the Term of the Lease Agreement to be awarded.

The Authority will not renegotiate the Percentage Rent during the term of the Lease Agreement. The Authority is under no obligation to accept the highest Percentage Rent proposed.

RFP Section 8 – Design, Materials, and Capital Investment

Selected Proposers will be responsible for the design and complete build-out of each unit included in the packages to be awarded. The Authority will provide shell conditions, including framed demising walls between public areas and the premises (as needed), concrete slab flooring, unfinished ceiling (as needed), and utility access as described in the Tenant Design Guidelines. Selected Proposers should expect to perform any demolition, improvements, and utility connections required to prepare the interim units for operation.

Proposers shall submit in this section the following concept plans for each interim and permanent concession location included in the package for which a Proposal is being submitted, providing enough detail so that the evaluation committee can evaluate the design and quality of the materials proposed:

- Preliminary renderings of the proposed concepts that are a representative illustration of the designs and sufficient to show the exterior and interior of the concept design, proposed color schemes, and graphics. In the case where a Proposer intends to virtually duplicate an existing concept that the Proposer has developed elsewhere, the Proposer may substitute pictures or photographs of an existing facility for the renderings.
- For the **food service units**, a floor plan of each **unit** must be provided, indicating locations for counters, points of sale, queuing and circulation, kitchens, seating (including the number of seats provided; standard vs ADA), and any back-of-house area, as appropriate. Indicate the square footage to be allocated to front- versus back-of-house areas and how customers with luggage will be accommodated.
- For the **retail units**, a floor plan of each **unit** should be provided, indicating locations by product line, point(s) of sale, front-of-house areas, and back-of-house areas. Indicate the square footage to be allocated to front- versus back-of-house areas. No more than ten percent (10%) of the unit square footage may be allocated to back-of-house areas.
- It is the Proposer's responsibility to ensure that the design of the concession units complies with all federal, state and local laws, including but not limited to the Americans with Disabilities Act ("ADA") and ADA standards and guidelines.

- A list of materials that demonstrates the quality of the materials to be used in each location, including:
 - 1) Floor covering
 - 2) Wall covering
 - 3) Ceiling treatment
 - 4) Service counter and display units or fixtures
 - 5) Proposed signage, interior and exterior, and menu boards
 - 6) Information regarding environmental sustainability considerations planned for the design and build-outs of the units, such as materials procurement and the use of sustainable, renewable, recycled, and/or locally-sourced materials.
 - 7) A materials board or photo of such board (a photo of the material boards may be provided in the Proposal; Proposers should be prepared to provide the original material boards at an interview or upon receipt of a Notice of Award, as determined by the Authority).
- Renderings (or photographs) and floor plans may not exceed 11" by 17" and must be bound within the Proposal.

Proposer shall submit the proposed capital investment and indicate the sources of funding to be used for leasehold improvements and working capital using the Capital Investment Form in **Appendix E**, including the following:

- Estimated costs for: 1) the initial investment in improvements for interim operations, 2) the initial capital investment in Leasehold Improvements, and 3) Midterm Refurbishments (provided separately, which must not be less than fifteen percent (15.0%) of the initial investment in Leasehold Improvements), delineating expenses for Leasehold Improvements; furniture, fixtures, and equipment; and design, engineering, and construction management costs. Architectural design and engineering costs must not exceed twelve percent (12.0%) of the total initial capital investment cost, and construction management costs must not exceed five percent (5.0%) of the total initial capital investment cost.
- Estimated working capital
- Sources of funding

Prior to any construction, the Selected Proposer must comply with all plan submittal requirements established by the Authority and obtain the Authority's approval of facility designs and finish materials for all Leasehold Improvements, which should meet or exceed local and industry standards. All designs will need to comply with the Tenant Design Guidelines for the Airport.

Proposers are responsible for reviewing the information provided in this RFP and at the Pre-Proposal Conference. Proposers must understand the Tenant Design Guidelines, physical conditions of each unit, the provided utilities and their points of connection, and any other base building issues that could affect the design and build-out. The Authority has no obligation to provide adjustments to any financial terms or build-out requirements after execution of the Lease Agreement, and a failure by any Proposer to not fully understand

the circumstances surrounding unit development and the capital investment required will not constitute grounds for changing any of the terms of the Lease Agreement.

RFP Section 9 - Marketing, Promotions, and Customer Service Plan

9.1 Marketing and Promotions

Proposer shall submit sufficient information to allow the Authority to evaluate the marketing, promotions, and customer service plans for its proposed Airport food service and retail concessions.

- Describe the research to be used to monitor customer satisfaction with the concepts, brands, merchandise, menus, and product lines selected for the program.
- Describe promotions that you plan to implement for the Airport program. Indicate if promotions implemented by a brand at street locations will be implemented at the Airport.
- Describe your corporate customer service philosophy. Identify how that philosophy will be applied in the Airport program. Do not repeat any employee incentive programs described in the Management, Staffing, Training, and Incentives section.
- Describe your approach to provide premier customer service and delivery of excellence in the customer experience, including providing service and efficiencies through the use of technology, adhering to the Pricing Policy, managing online orders, and any innovative services and/or systems that will be implemented to support an industry-leading operation.
- Describe any employee discounts, if applicable
- Describe your customer service plan for the Airport in terms of the following:
 - Procedures for handling complaints
 - Monitoring procedures to ensure staff are providing high-quality service

RFP Section 10 - ACDBE Participation

The Airport Concessions Disadvantaged Business Enterprise (ACDBE) concession-specific goal for this project is thirteen and six/tenths percent (13.6%). This goal has been set in accordance with 49 CFR Part 23. The ACDBE participant(s) proposed to meet the goal must be certified in the NAICS code(s) applicable to the work to be performed under the Lease Agreement (e.g., participants in a food service location must be certified in a relevant food service NAICS code to count toward the goal). ACDBE participation may be in the form of a prime concessionaire, joint venture partner, or sub-concessionaire arrangement. Goods and services purchased from ACDBEs can also be applied to the goal.

Joint ventures are not required by this solicitation. Should a Proposer wish to propose as a joint venture entity, the entity must submit a joint venture agreement and a completed Joint Venture Information Form (see Appendix F – Form 3) with the Proposal. **Joint ventures must be in compliance with 49 CFR Part 23 and the 2008 FAA Joint Venture Guidance for participation by an ACDBE in a joint venture to count towards the goal.** The above referenced goal will be measured against total gross revenue earned (prior to the deduction of any expenses, e.g., cost of goods sold, insurance, equipment, etc.) annually throughout the life of the Lease Agreement to be awarded.

Participants listed to meet the ACDBE goal must be certified as ACDBEs by the Nebraska Unified Certification Program by the Notice of Award by the Authority (if they are certified in another state, they can apply for interstate certification).

Proposers must submit the following information as part of their Proposal to receive consideration for ACDBE participation:

- Name/entity, address, phone number, and email address of each ACDBE participant
- State and date of the establishment of the business
- NAICS code for the business
- Average annual receipts over the last three (3) years
- Federal Tax Identification number
- Copy of ACDBE certification
- Description of the relevant experience and qualifications of each ACDBE participant
- Participant's proposed level and method of participation in performance of the Lease Agreement to be awarded. To count toward meeting a goal, each ACDBE firm must be certified in a NAICS code applicable to the kind of work the ACDBE would perform under the Lease Agreement
- Estimated dollar amount and percentage of gross receipts to be earned by each ACDBE participant
- A description of the work that each ACDBE will perform, including any management and staffing responsibilities of the proposed ACDBE participant(s); include resumes for proposed ACDBE management personnel
- Completed ACDBE forms in **Appendix F** for each ACDBE participant (subcontractors or joint venture participants), including:
 - Written and signed documentation of Proposer's commitment to use an ACDBE whose participation is submitted to meet the concession-specific goal;
 - Written and signed confirmation from the ACDBE that it will participate in the Lease Agreement to be awarded, including the method of participation and anticipated dollar amount of estimated revenues to be earned) as provided in the Proposer's commitment
- Form of agreement, sublease, and/or joint venture agreement entered into between the Proposer and each ACDBE participant. If the sublease or joint venture agreement has not yet been signed, a fully executed letter of intent, signed by both parties, outlining the business structure and level of participation must be submitted
- If the concession-specific goal is not met, evidence of good faith efforts to meet the goal, including a completed Form 2 from **Appendix F** and supporting documentation. If a Proposer is unable to meet the ACDBE goal, the Proposer is required to list and submit information on all ACDBEs they solicited for participation, all ACDBEs who contacted them with regard to the concession opportunity, all ACDBEs they had discussions with regarding the concession opportunity, all outreach efforts made, any proposals received, and any other information to support its good faith efforts claim. Failure to provide complete information regarding good faith efforts supported by documentation of all efforts will result in your Proposal being deemed non-responsive.

- Proposers are required to complete and submit as part of their response, the ACDBE Participation Forms in **Appendix F Form 1** of this RFP.

If this information is not included in the Proposal, the Authority will assume that the Proposer obtained no ACDBE participation.

Upon execution of a concession contract with the Authority, the Selected Proposer's ACDBE Concession Participation Plan (including ACDBE Forms 1-3) will become a part of the Lease Agreement between the Selected Proposer and the Authority. Proposers must complete and submit a fully executed copy of **Appendix H**, Prohibition on Exclusive Sub-concessionaire, Prospective Sub-concessionaire, ACDBE Operator, and Local Operator Form.

RFP Section 11 – Proposal Guarantee

Included with each Proposal shall be a Proposal guarantee in the form of a surety bond or a cashier's or certified check, money order, or an irrevocable letter of credit (by a bank rated "B" or better by A. M. Best Rating Services, Fitch Ratings, Moody's Investors Service, or S&P Global Ratings) made payable to the Omaha Airport Authority in an amount equal to one hundred thousand dollars (\$100,000). If the Proposal guarantee is in the form of a surety bond, the bond shall be issued by a surety company authorized to do business in the State of Nebraska and rated as at least an A or A+. Monetary Proposal Guarantees shall be deposited into a bank account held by the Authority and any interest earned thereon shall accrue to the Authority.

The Proposal guarantee required hereunder shall warrant that the Proposal will not be withdrawn prior to the Proposal Expiration Date, except as provided herein, and that, if the Proposer is a Selected Proposer, Proposer shall within five (5) business days of receipt of a Lease Agreement from the Authority, execute and deliver to the Authority the signed Lease Agreement in substantially the form attached to this RFP subject only to additions specific to the Proposal along with the proof of insurance and the performance guarantee required under the Lease Agreement. In the event Proposer breaches such warranty, Proposer shall be liable to the Authority in the amount of its Proposal guarantee as liquidated damages and its Proposal shall, at the option of the Authority, be rejected.

The Authority shall have the right, in its sole discretion, to extend the time by which the Selected Proposer shall deliver the signed Lease Agreement, proof of insurance, and Lease Agreement performance guarantee to the Authority.

Proposal guarantees will be returned without interest to the unsuccessful Proposers within thirty (30) days following execution of Lease Agreements between the Authority and the Selected Proposers. The Proposal guarantees of the Selected Proposers shall not be released until after the executed Lease Agreements have been delivered to the Authority along with the proof of insurance and performance guarantees required under the Lease Agreements.

RFP Section 12 – Acknowledgement of Addenda

The Proposer must complete and submit a fully executed copy of **Appendix G**, Addenda Acknowledgement Form to confirm the receipt of any and all addenda issued for this RFP. It is the responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. It is the Proposer's responsibility to ensure that all required documents have been received, reviewed, and incorporated into its response. Failure to submit acknowledgment of each addendum issued may result in the Proposer being deemed nonresponsive. Failure of any Proposer to review any addendum will not relieve them from any obligation contained therein.

RFP Section 13 – Certification and Execution

Complete the Proposal Certification form attached as **Appendix J** to this RFP.

7 SOLICITATION PROVISIONS

Conditions of Lease Agreement Award

The Authority reserves the right to accept or reject any item or group(s) of items in a Proposal. The Authority also reserves the right to waive any informality or irregularity in any Proposal. Additionally, the Authority may, for any reason, decide not to award a lease as a result of this RFP or cancel the RFP. The Authority shall neither be obligated to respond to any Proposal submitted, nor be legally bound in any manner by submission of a Proposal.

The Authority is not required to accept the Proposal setting forth the highest rental fee to the Authority. Proposals will be evaluated to determine the most advantageous Proposal based on a variety of factors.

Proposers may be requested to attend an interview with the evaluation committee prior to final selection.

The Authority may request best and final offers. The Authority may enter into negotiations with one or more Proposers. The Authority may award Lease Agreements based on the Proposals received, without discussions. Therefore, each Proposal shall contain the Proposer’s best financial offer. If, for any reason, a Lease Agreement cannot be awarded to a Selected Proposer within a reasonable time period, the Lease Agreement may be awarded, through negotiations or otherwise, to the Proposer receiving the next highest evaluation rating.

Form of Agreement

A sample document setting out terms and conditions of the proposed Lease Agreement is attached as **Appendix C**.

Terms and Conditions of Lease Agreement

Upon conclusion of the RFP process, Authority staff will make a recommendation to the Board of Directors of the Omaha Airport Authority regarding the selection, based on the evaluation of the Proposals. The Authority reserves the right to enter into negotiations with one or more Proposer(s). All Proposals shall remain in effect and subject to selection by the Authority until the Proposal Expiration Date. A Selected Proposer shall enter into a Lease Agreement with the Authority in substantial conformity to the draft Lease Agreement included with the RFP, amended only by Authority approved details regarding the financial offer, capital investment, staffing, management, and specific concepts and brands as expressly set forth in its Proposal as submitted or as thereafter negotiated by the Authority prior to the award of the Lease Agreement. The sample Lease Agreement included with this RFP package outlines the Authority’s standard terms and conditions that will comprise the agreement between the Authority and the Selected Proposers.

Each Selected Proposer shall fully execute and deliver to the Authority a signed Lease Agreement within five (5) business days after receipt of a Notice of Award and final Lease Agreement unless this time frame is extended in the sole discretion of the Authority. Should a Selected Proposer fail to execute and deliver the Lease Agreement within five (5) business days, the Authority may cancel the Lease Agreement award and if

such failure occurs as a result of Proposer's bad faith or its failing to comply with the representations in its Proposal, said Proposer's Proposal guarantee shall be forfeited as liquidated damages and the Proposal shall be deemed rejected.

The Agreement will require the Proposer to adhere to the terms of its Proposal, representations submitted in the Proposer's response to the RFP, and to act in accordance with all applicable laws and regulations.

The Authority reserves the right to negotiate changes with the Proposer.

Additional Information for Proposers

1. The Selected Proposer shall comply with the insurance and indemnification requirements specified in the Draft Lease Agreement in **Appendix C** and submit evidence of insurance at the time the executed Lease Agreement is delivered to the Authority.
2. After Airport staff have received a signed Lease Agreement from the Selected Proposer, the Lease Agreement will be presented to the Authority Board for consideration. The Lease Agreement shall not be effective until it is approved by the Authority Board and signed by the CEO or CCO.
3. The turnover date for the interim Leased Premises, in an as-is condition, shall be January 1, 2025. The Selected Proposers will be responsible for constructing and operating interim food service and retail locations in the temporary Leased Premises identified for interim use. For all other Leased Premises, the Selected Proposers should be prepared to start construction on the new build-out according to the tentative dates included in Section 4 of this RFP.
4. A final phasing plan for the new Leased Premises will be developed with input from the Selected Proposers following Lease Agreement execution and receipt of an updated schedule from the Airport's general contractor. Development is contingent on coordination with and scheduling of the TMP.
5. Following execution of the Lease Agreement by the Authority, the concession locations shall be made available to the Selected Proposers for build out according to the timing noted above and upon the Authority's written approval of the Selected Proposer's design and construction drawings.
6. A performance guarantee equal to the Minimum Annual Guarantee will be required to be maintained through the first five years of the term of the Lease Agreement. Beginning in the sixth year of the lease term, the Authority, at its sole discretion, may reduce the performance guarantee to one-half of the then current Minimum Annual Guarantee. The Selected Proposers shall also provide the required certificates of insurance naming the Omaha Airport Authority as an additional insured.

8 COMMUNICATIONS

General Communications

The following provides general communication requirements for this RFP.

Procurement Contact

Any communications regarding matters of process or procedure from a potential Proposer must be referred to the Procurement Contact for this solicitation: Nancy Wordekemper. All communications with the Procurement Contact must be in writing via email at ConcessionsRFP@FlyOMA.com. If any technical difficulties are experienced when attempting to reach the Procurement Contact via this email address, please call (402) 661-8000 between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, and request to speak with Nancy Wordekemper.

Clarifications and Interpretations

No oral interpretation or clarification of the RFP will be made to any Proposer. If discrepancies or omissions are found, or there is doubt as to the intended meaning of any part of the RFP, a written request for clarification or interpretation must be submitted by email to the Procurement Contact at ConcessionsRFP@FlyOMA.com with “Request for Clarification – Food Service and Retail Concession RFP” in the subject line by April 26, 2024, at 5:00 p.m. Central Time. No other requests for clarification or interpretation of the RFP will be accepted from any Proposer after that date and time except those regarding matters of process or procedure.

RFP Modifications, Clarifications, and Updates

Any modifications, clarifications, or other updates to this RFP will be issued in an addendum. Any addenda will be posted on the Airport website. It is the Proposer’s responsibility to ensure that all required documents have been received, reviewed, and incorporated into their Proposal. Failure of any Proposer to review any addendum will not relieve them from any obligation contained therein. Proposers must acknowledge receipt of all addenda by completing and inserting the form in **Appendix G** of this RFP.

Communications Prohibition

The Authority has established a communication prohibition for this RFP. The prohibition will be imposed beginning with the public release of this RFP and will end upon the award of one or more Lease Agreements to Selected Proposers. Any violation of the communication restrictions as described herein will render voidable the offending concessionaire’s Proposal, and if applicable, its awarded Lease Agreement. Proposers must certify adherence to these communication restrictions using the form in Exhibit D of this RFP.

Communication Prohibition Details

The Communication Prohibition prevents any Proposer or its subcontractor(s) or partners, which includes vendors, service providers, bidders, lobbyists, and consultants and their representative(s), from contacting any of the following individuals and companies regarding this solicitation throughout the procurement process:

1. Authority staff and legal counsel, except for communications with the Authority Procurement Contact, which must be provided in written form to ConcessionsRFP@FlyOMA.com
2. Members of the Authority Board of Directors.
3. Consultants retained by the Authority unless otherwise permitted in writing by the Authority.

Exceptions

Unless specifically provided otherwise, the Communications Prohibition does not apply to:

1. Oral communications at the Pre-Proposal Conference or Tour
2. Oral communications during any interview
3. The Authority's existing Concessionaire is permitted to communicate directly with Authority staff but only related to operational or financial issues in its performance of the existing duties under the existing agreement with the Authority. Any communication related to this RFP, oral or otherwise, must be through the Authority Procurement Contact as noted above.

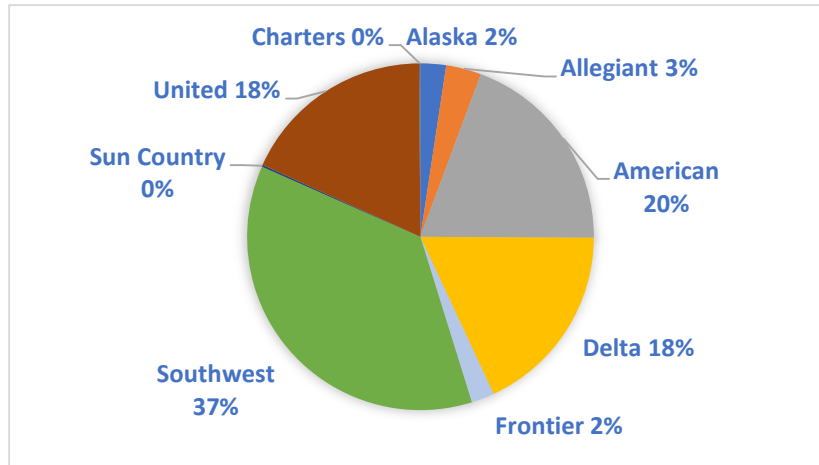
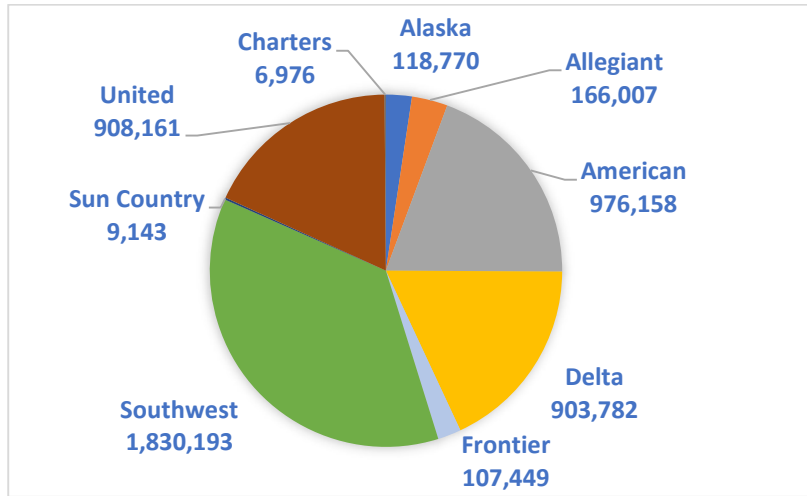
9 EXHIBITS

EXHIBIT A: Enplanements, Airline Market Share, and Nonstop Destinations

Monthly Enplanements, 2019-2023

Month	2019	2020	2021	2022	2023
January	178,419	188,364	74,543	138,231	175,251
February	176,375	185,591	82,244	151,027	171,919
March	219,421	104,374	130,004	184,248	214,078
April	200,916	8,660	130,509	181,878	199,236
May	240,079	26,459	175,277	210,328	231,160
June	236,405	53,469	193,052	207,611	233,995
July	233,230	79,794	208,587	210,743	234,786
August	206,780	78,176	169,572	186,888	197,840
September	194,903	79,850	166,504	188,526	202,525
October	213,684	90,760	184,760	204,907	227,639
November	194,681	80,397	179,249	194,973	207,180
December	215,104	91,176	178,970	188,653	213,552
Total	2,509,997	1,067,070	1,873,271	2,248,013	2,509,161

Airline Market Share-Eppley Airfield CY2023



Nonstop Destinations

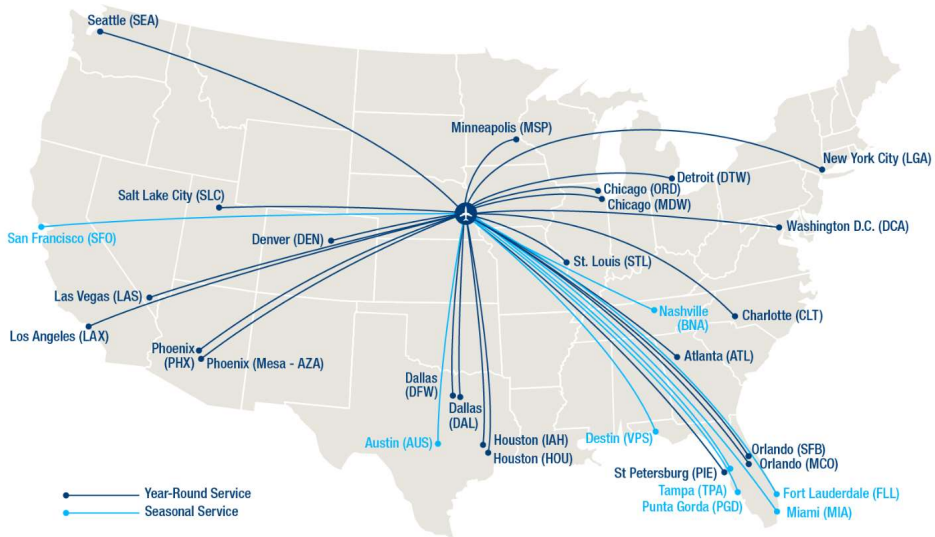


EXHIBIT B: Food Service and Retail Concession Sales 2019-2023

Location	Concession	2019	2020	2021	2022	2023
Pre-Security North	KFC, Hugo's Tacos, Hangar Express, Godfather's	\$1,657,708	\$684,042	\$1,040,888	\$1,220,469	\$1,339,001
Pre-Security South	Pizza, Blimpie, Pauli's, Scooters	\$1,444,551	\$267,562	\$564,890	\$1,029,999	\$1,050,607
Post-Security North	A&W, Godfathers, Blimpie, Pints, Flights Bites	\$4,985,665	\$2,109,861	\$4,097,107	\$5,281,152	\$6,382,626
Post-Security South	North Hangar, Scooters, Godfathers	\$4,524,796	\$1,901,138	\$3,191,233	\$3,790,576	\$4,092,124
Pre-Security	Kracky McGees	\$25,596	\$15,356	\$33,881	\$51,846	\$54,126
Pre-Security	Art Gallery	\$180,951	\$56,404	\$120,752	\$172,187	\$197,248
Pre-Security	Bookstore	\$1,064,047	\$167,232	\$424,730	\$667,990	\$904,760
Post-Security	News and Gifts	\$5,173,104	\$2,647,567	\$5,057,830	\$5,956,370	\$6,632,473
	Total Program	\$19,056,418	\$7,849,162	\$14,531,311	\$18,170,589	\$20,652,965

Pre-Security Sales						
Retail Pre-Security	\$1,270,594	\$238,992	\$579,363	\$892,023	\$1,156,133	
Food Service Pre-Security	\$3,102,259	\$951,604	\$1,605,778	\$2,250,469	\$2,389,609	
Total Pre-Security	\$4,372,853	\$1,190,596	\$2,185,141	\$3,142,491	\$3,545,742	
Post-Security Sales						
Retail Post-Security	\$5,173,104	\$2,647,567	\$5,057,830	\$5,956,370	\$6,632,473	
Food Service Post-Security	\$9,510,461	\$4,010,999	\$7,288,340	\$9,071,728	\$10,474,750	
Total Post-Security	\$14,683,565	\$6,658,566	\$12,346,170	\$15,028,098	\$17,107,223	

Enplanements	2,509,997	1,067,070	1,873,271	2,248,013	2,509,161
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Sales/Enplanement

Pre-Security						
Retail	\$0.51	\$0.22	\$0.31	\$0.40	\$0.46	
Food Service	\$1.24	\$0.89	\$0.86	\$1.00	\$0.95	
<i>North</i>	\$0.66	\$0.64	\$0.56	\$0.54	\$0.53	
<i>South</i>	\$0.58	\$0.25	\$0.30	\$0.46	\$0.42	
Total	\$1.74	\$1.12	\$1.17	\$1.40	\$1.41	
Post-Security						
Retail	\$2.06	\$2.48	\$2.70	\$2.65	\$2.64	
Food Service	\$3.79	\$3.76	\$3.89	\$4.04	\$4.17	
<i>North</i>	\$1.99	\$1.98	\$2.19	\$2.35	\$2.54	
<i>South</i>	\$1.80	\$1.78	\$1.70	\$1.69	\$1.63	
Total	\$5.85	\$6.24	\$6.59	\$6.69	\$6.82	

Total Program	\$	7.59	\$	7.36	\$	7.76	\$	8.08	\$	8.23
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EXHIBIT C: Lease Outline Drawings – Package 1

SEE SEPARATE FILE FOR PACKAGE 1 LEASE OUTLINE DRAWINGS

EXHIBIT D: Lease Outline Drawings – Package 2

SEE SEPARATE FILE FOR PACKAGE 2 LEASE OUTLINE DRAWINGS

EXHIBIT E: Interim Concession Plan

SEE SEPARATE FILE FOR INTERIM CONCESSION PLAN

10 APPENDIX

APPENDIX A – PROPOSAL CHECKLIST

- Cover Letter and Covenant to Execute Lease Agreement
- Proposal Checklist
- Remaining Sections of Written Proposal, including the following sections in this order:
 - Proposer’s Background, Experience, and Financial Capability
 - Concept Development
 - Management, Staffing, Training, and Incentives
 - Operations, Maintenance and Environmental Sustainability
 - Transition Plan and Interim Operations
 - Financial Projections and Financial Offer
 - Designs, Materials, and Capital Investment
 - Marketing, Promotions, and Customer Service Plan
 - ACDBE Participation
 - Proposal Guarantee
 - Acknowledgement of Addenda
 - Certification and Execution

APPENDIX B – FINANCIAL OFFER FORMS AND PRO FORMA TEMPLATES

APPENDIX B.1

Financial Offer Form – Package 1

Proposer Name: _____

During each year of the Term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority beginning on the Rent Commencement Date, the Rent detailed below.

A. Rent during Interim Concession Operations

For the right and privilege of operating, maintaining, and managing the Interim Concessions at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, beginning on the Rent Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 1. Upon the earlier of the completion of the Leasehold Improvements or the Build-out Deadline for each concession location in the Leased Premises, Concessionaire shall pay the Minimum Annual Guarantee or Percentage Rent as detailed in Section B through Section D (see Article 4 of the Draft Lease Agreement).

Table 1. Fixed Percentage Rent by Category – Interim Operations

Concession Category	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Concessions		
Food and Non-Alcoholic Beverages	_____ %	
Alcoholic Beverages	_____ %	
Retail Concessions (including retail, hybrid, and vending units)¹		
All Products Sold	_____ %	

B. First Partial or Calendar Year through Second Calendar Year Rent – Permanent Concessions

During the First Partial Year (if any) through the Second Calendar Year of the Term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, beginning on the Rent Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 2 OR Tables 3, 4, and 5. [Complete only Table 2 OR Tables 3, 4, and 5 below.]

Table 2. Fixed Percentage Rent by Category – Permanent Concessions

Concession Category	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Locations		
- Food and Non-Alcoholic Beverages	_____ %	
- Alcoholic Beverages	_____ %	
Retail Concessions (including retail and hybrid units)¹		
- All products sold	_____ %	

¹ Hybrid indicates any retail unit with a food service component (i.e., newsstand with coffee)

Table 3. Tiered Percentage Rent for Food and Non-Alcoholic Beverages – Permanent Concessions

Annual Gross Receipts	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Annual Gross Receipts less than \$_____.	_____ %	
Annual Gross Receipts greater than \$_____ and less than \$_____.	_____ %	
Annual Gross Receipts equal to or greater than \$_____.	_____ %	

Table 4. Tiered Percentage Rent for Alcoholic Beverages – Permanent Concessions

Annual Gross Receipts	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Annual Gross Receipts less than \$_____.	_____ %	
Annual Gross Receipts greater than \$_____ and less than \$_____.	_____ %	
Annual Gross Receipts equal to or greater than \$_____.	_____ %	

Table 5. Tiered Percentage Rent for Retail Concessions – Permanent Concessions

Annual Gross Receipts	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Annual Gross Receipts less than \$_____.	_____ %	
Annual Gross Receipts greater than \$_____ and less than \$_____.	_____ %	
Annual Gross Receipts equal to or greater than \$_____.	_____ %	

C. Third Calendar Year Rent – Permanent Concessions

During the Third Calendar Year of the Term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, the greater of items 1 or 2 below:

1. One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) paid in advance, on the first (1st) day of the month. The Third Calendar Year Minimum Annual Guarantee will be One Million, One Hundred Thousand Dollars (\$1,100,000) as set by the Authority for the Leased Premises

OR

2. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2 OR Tables 3, 4, and 5.

D. Fourth through Last Calendar Year and Last Partial Year Rent

During the Fourth Calendar Year and subsequent Calendar Years of the Term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, the greater of items 1 or 2 below:

1. One-twelfth (1/12) of the MAG paid in advance, on the first (1st) day of the month. The MAG for the Fourth Calendar Year and each subsequent Calendar Year or partial Calendar Year during the Term will be the higher of the previous Calendar Year's MAG or eighty-five percent (85%) of the total rent due and payable during the previous Calendar Year, which amount shall never be lower than the MAG during the Third Calendar Year

OR

2. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2 OR Tables 3, 4, and 5.

The Minimum Annual Guarantee and Percentage Rent will be reconciled annually after the completion of the Third Calendar Year, as set forth in the Lease Agreement.

The signature of the Chief Financial Officer certifies that this Financial Offer is supportable throughout the Term of the Lease Agreement.

ATTEST:

BY: _____ (Company Name)

(Witness Signature)

(Signature of Chief Financial Officer)

Date: _____

(Printed Name of Chief Financial Officer)

Telephone No: _____

APPENDIX B.2

Financial Offer Form – Package 2

Proposer Name: _____

During each year of the term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority beginning on the Rent Commencement Date, the Rent detailed below.

A. Rent during Interim Concession Operations

For the right and privilege of operating, maintaining, and managing the Interim Concessions at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, beginning on the Rent Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 1. Upon the earlier of the completion of the Leasehold Improvements or the Build-out Deadline for each concession location in the Leased Premises, Concessionaire shall pay the Minimum Annual Guarantee or Percentage Rent as detailed in Section B through Section D (see Section 4 of the Draft Lease Agreement).

Table 1. Fixed Percentage Rent by Category – Interim Operations

Concession Type	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Concessions		
- Food and Non-Alcoholic Beverages	_____ %	
- Alcoholic Beverages	_____ %	

B. First Partial or Calendar Year through Second Calendar Year Rent – Permanent Concessions

During the First Partial Year (if any) through the Second Calendar Year of the Term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, beginning on the Rent Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 2 OR Tables 3, 4, and 5. **[Complete only Table 2 OR Tables 3, 4, and 5 below.]**

Table 2. Fixed Percentage Rent by Category – Permanent Concessions

Concession Category	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Locations		
- Food and Non-Alcoholic Beverages	_____ %	
- Alcoholic Beverages	_____ %	

Table 3. Tiered Percentage Rent for Food and Non-Alcoholic Beverages – Permanent Concessions

Annual Gross Receipts	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Annual Gross Receipts less than \$_____.	_____ %	
Annual Gross Receipts greater than \$_____ and less than \$_____.	_____ %	
Annual Gross Receipts equal to or greater than \$_____.	_____ %	

Table 4. Tiered Percentage Rent for Alcoholic Beverages – Permanent Concessions

Annual Gross Receipts	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Annual Gross Receipts less than \$_____.	_____ %	
Annual Gross Receipts greater than \$_____ and less than \$_____.	_____ %	
Annual Gross Receipts equal to or greater than \$_____.	_____ %	

C. Third Calendar Year Rent – Permanent Concessions

During the Third Calendar Year of the Term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, the greater of items 1 or 2 below:

3. One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) paid in advance, on the first (1st) day of the month. The Third Calendar Year Minimum Annual Guarantee will be One Million, Fifty Thousand Dollars (\$1,050,000) as set by the Authority for the Leased Premises

OR

4. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2 OR Tables 3, 4, and 5.

D. Fourth through Last Calendar Year and Last Partial Year Rent

During the Fourth Calendar Year and subsequent Calendar Years of the Term of the Lease Agreement, for the right and privilege of designing, constructing, operating, and managing the Leased Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Authority, the greater of items 1 or 2 below:

- 3. One-twelfth (1/12) of the MAG paid in advance, on the first (1st) day of the month. The MAG for the Fourth Calendar Year and each subsequent Calendar Year or partial Calendar Year during the Term will be the higher of the previous Calendar Year's MAG or eighty-five percent (85%) of the total rent due and payable during the previous Calendar Year, which amount shall never be lower than the MAG during the Third Calendar Year

OR

- 4. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2 OR Tables 3, 4, and 5.

The Minimum Annual Guarantee and Percentage Rent will be reconciled annually after the completion of the Third Calendar Year, as set forth in the Lease Agreement.

The signature of the Chief Financial Officer certifies that this Financial Offer is supportable throughout the Term of the Lease Agreement.

ATTEST: _____ BY: _____ (Company Name)

(Witness Signature)

(Signature of Chief Financial Officer)

Date: _____

(Printed Name of Chief Financial Officer)

Telephone No: _____

PRO FORMA TEMPLATES

COMPLETE PRO FORMAS IN THE FOLLOWING EXCEL FILES, AS APPROPRIATE:

Package 1 Pro Formas:

OMA Pro Forma Template Package 1 – March 18 2024.xlsx

Pkg 1 Interim Pro Forma Template – March 18 2024.xlsx

Package 2 Pro Formas:

OMA Pro Forma Template Package 2 – March 18 2024.xlsx

Pkg 2 Interim Pro Forma Template – March 18 2024.xlsx

APPENDIX C – DRAFT LEASE AGREEMENT

SEE SEPARATE FILE WITH DRAFT LEASE AGREEMENT
(TO BE SEPARATELY POSTED TO WEBSITE AFTER RELEASE OF RFP)

APPENDIX D – DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CERTIFICATION OF COMPLIANCE WITH COMMUNICATIONS PROHIBITION FORM

In accordance with the submittal requirements for RFP Section 2.2, the Proposer hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential conflict of interest exists.

- Determined a potential conflict of interest exists as follows:

1. Describe in detail the nature of any potential conflict of interest. Attach additional sheets as necessary.

2. Describe in detail the measures proposed to mitigate the potential conflict of interest. *Attach additional sheets as necessary.*

Additionally, Proposer hereby certifies that it has, to the best of its knowledge and belief, complied with the Communications Prohibition stated in this RFP.

Signature

Title

Printed Name

Date

If a potential conflict of interest or communications violation has been identified, please provide the name and phone number of a contact person with Proposer authorized to discuss this Disclosure of Potential Conflict of Interest and Certification of Compliance with Communications Prohibition Form with Authority personnel.

Printed Name

Phone

APPENDIX E – CAPITAL INVESTMENT FORM

Proposers are required to submit their proposed capital investment and indicate the sources of funding to be used for **Leasehold Improvements** and working capital. Complete one form for each unit included in your proposal and one form that includes consolidated information for all units in your **proposed package**.

Proposer Name: _____

RFP Number/Name: _____

Package & Unit Number(s): _____

Concept(s): _____

Square Feet: _____

Interim Concession Operations Locations		
---	--	--

- | | | |
|--|----|--|
| - Minimum Investment – Terminal Facilities | \$ | |
| - Minimum Investment – Mobile Facilities | \$ | |

Minimum Initial Capital Investment (Permanent Locations)	Amount	Percent of Initial Capital Investment
---	--------	--

- | | | |
|---|--------|----------|
| - Leasehold Improvements | \$ | % |
| - Furnishings, Fixtures, and Equipment | \$ | % |
| - Architectural Design and Engineering ⁽¹⁾ | \$ | % |
| - Construction Management ⁽²⁾ | \$ | % |
|
Total Initial Capital Investment |
\$ |
100% |
| Total Initial Capital Investment/Sq. Ft. ⁽³⁾ | \$ | /Sq.Ft. |

Mid-Term Refurbishment (Permanent Locations)		
--	--	--

- | | | |
|--|----|---|
| - Minimum Mid-Term Refurbishment Investment ⁽⁴⁾ | \$ | |
| - Minimum Mid-Term Refurbishment/Sq.Ft. | \$ | /Sq.Ft. |

Working Capital		
-----------------	--	--

- | | | |
|---------------------------------------|----|--|
| - Amount of Working Capital Available | \$ | |
| - Sources of Working Capital (list): | | |
| | | |
| | | |

⁽¹⁾ Must not exceed 12 percent (12.0%) of Initial Capital Investment
⁽²⁾ Must not exceed five percent (5.0%) of Initial Capital Investment
⁽³⁾ Must meet the minimum initial capital investment per square foot requirements (food service, \$600/sq. ft.; retail, \$500/sq. ft.; vending, \$100/sq. ft.; seating, \$200/sq. ft.)
⁽⁴⁾ Must be a minimum of 15 percent (15.0%) of the Initial Investment Amount, as defined in the Lease Agreement.

APPENDIX F – ACDBE PARTICIPATION FORMS

FORM 1 – CONFIRMATION OF ACDBE PARTICIPATION

Airport Concessions Disadvantaged Business Enterprise (ACDBE)
Confirmation of Contract Participation

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned Proposer has satisfied the requirements of the proposal specification in the following manner (please check the appropriate space):

_____ The Proposer is committed to a minimum of _____% ACDBE utilization in this Lease Agreement.

_____ The Proposer did not meet the _____% ACDBE goal. The Proposer certifies that it has and will make good faith efforts during the term of the Lease Agreement, to meet the _____% ACDBE goal. Good faith efforts documentation is required to be submitted with this Lease Agreement. Additionally, the Proposer may be required to submit evidence of good faith efforts to reach the ACDBE goal during this Lease Agreement.

Name of Proposer: _____

By _____

(Signature)

(Title)

APPENDIX F
FORM 2 - ACDBE LETTER OF INTENT

Name of Proposer: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

NAICS Code: _____

Description of participation by ACDBE:

The Proposer is committed to utilizing the above-named ACDBE for the participation described above. The estimated dollar value of this participation, as a percentage of Gross Receipts, is \$_____.

Affirmation

The above-named ACDBE affirms that it will perform the portion of the Lease Agreement as stated above.

By _____

(Signature)

(Title)

If the Proposer does not receive an award, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE participant).

APPENDIX F
FORM 3 - ACDBE JOINT VENTURE INFORMATION

Proposers proposing an ACDBE Joint Venture are asked to submit the following information as part of their Proposal.

1. Name of Joint Venture: _____

2. Name, address and phone number of joint venture contact person:

3. Firms participating in joint venture (use additional pages if necessary):

Name of firm: _____

Address: _____

Phone Number: _____

Contact name/phone number: _____

% ownership: _____%

ACDBE: Yes No Certifying agency: _____

Date of Certification: _____

Type of work for which certification was granted: _____

Name of firm: _____

Address: _____

Phone Number: _____

Contact name/phone number: _____

% ownership: _____%

ACDBE: Yes No Certifying agency: _____

Date of Certification: _____

Type of work for which certification was granted: _____

NAICS Code: _____

4. ACDBE initial capital contribution: \$ _____ %

5. Future capital contributions (explain requirements):

6. Source of funds for the ACDBE capital contribution:

7. Describe the portion of the work or elements of the business to be controlled by the ACDBE:

8. Describe the portion of the work or elements of the business to be controlled by the non-ACDBE:

9. Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.):

10. Describe the ACDBE's share in the profits of the joint venture:

11. Describe the ACDBE's share in the risks of the joint venture:

12. Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant:

b. Non-ACDBE joint venture participant:

13. Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant:

b. Non-ACDBE joint venture participant:

14. Which firm will be responsible for accounting functions relative to the joint venture's business?

15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financial institutions, suppliers, subcontractors, and/or other parties.

16. Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	Non-ACDBE Firm	ACDBE Firm	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

17. Please provide the name of the person who will be responsible for hiring employees for the joint venture.

Who will they be employed by? _____

18. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? Yes No

a. If yes, please list the number and positions and indicate which firm currently employs the individual(s). _____

19. Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

APPENDIX G – ADDENDA ACKNOWLEDGEMENT FORM

RFP No.: _____

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

No Addendum issued for this RFP

Proposer's Name: _____

Authorized Representative's Name: _____

Title: _____

Authorized Signature: _____

**APPENDIX H – PROHIBITION ON EXCLUSIVE SUB-CONCESSIONAIRE, PROSPECTIVE
SUB-CONCESSIONAIRE, ACDBE OPERATOR, AND LOCAL OPERATOR FORM**

The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, and local business operators. Please complete one form for each, proposed sub-concessionaire, ACDBE, and local business operator and submit with Proposal.

Proposer and all proposed sub-concessionaires, ACDBEs, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proposer and any actual or proposed sub-concessionaire(s), ACDBEs, or local business operator. It shall not restrict Proposer’s right to enter into or maintain exclusive joint venture partnerships, exclusive franchise or licensing arrangements with national brands, nor shall it prohibit Proposer from requiring that proposed sub-concessionaires, ACDBEs, or local business operators enter into appropriate nondisclosure agreements governing proprietary information provided by Proposer related to this RFP and the Proposal.

Dated the _____ day of _____, 2024

(Signature of **Proposer’s** authorized representative)

(Signatory’s Title)

(Company Name)

(Signature of Authorized Representative of Proposed Sub-concessionaire, ACDBE, or Local Business Operator)

(Signatory’s Title)

(Company Name)

APPENDIX J – PROPOSAL CERTIFICATION FORM

Company Information	
Company name	
Company address	
Company telephone (office and cell)	
Email address	
Contact person and title	
Person authorized to legally contract on behalf of the Proposer (with title)	
Website URL	
State of incorporation or legal establishment	
Date on which Proposer was incorporated or otherwise established	

Proposing Company Background

1. Has the Proposer been continuously involved in food service and/or retail operations since its inception?

Yes No

If No, please explain:

2. Has the Proposer been a party to litigation or claims related to fee payment or contract performance?

Yes No

If Yes, please explain:

3. Has any concession lease/contract of the Proposer or any affiliates ever been terminated prior to the expiration of the term? Yes No

If Yes, please explain:

Accuracy of Representations and Authorization

1. By signing below, the proposing company represents that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and requirements, that it has read and understood the RFP and understands the Proposal it submits in response to the RFP will be treated as public record as detailed in the RFP.
2. By signing below, the Proposer authorizes the Authority to engage in any background check and to make any inquiry deemed appropriate by the Authority concerning the financial capabilities, experience, or qualifications of the proposing company.
3. The undersigned acknowledges and represents that all statements, answers, and representations made in this Proposal Certification and in its Proposal submitted in response to the RFP are true and accurate.
4. The undersigned represents that s/he is a duly authorized representative of the Proposer and has the authorization of the Proposer to submit this Proposal in response to the Authority's RFP and is authorized to execute this Proposal Certification.

Company Name

Phone Number

Authorized Representative Signature

Email

Authorized Representative Name (print)

Date

Authorized Representative Title