



# **Request for Proposals**

## **Omaha Airport Authority**

### **Common-Use Lounge Concession at Eppley Airfield**

May 7, 2025

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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 a common-use lounge concession at Eppley Airfield (“OMA” or “Airport”).

The Airport is in the process of implementing a Terminal Modernization Program (“TMP”) that includes the expansion and redevelopment of the existing terminal and all concessions. With the implementation of the TMP, it is the Authority’s intention to award a non-exclusive concession lease for a common-use lounge concession to the Proposer that possesses the expertise, experience, and financial strength to successfully operate a common-use lounge that meets the needs and wants of the traveling public.

## 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 fifty (150) days following the Occupancy Date or as otherwise provided pursuant to a construction plan approved by the CEO.

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.

Commencement Date – The later of 1) the date on which the Central Pavilion opens for business to the public, which shall be on or about November/December 2026, or 2) the Build-Out Deadline.

Common-Use Lounge – The area designated in Section 4, Concept Description, as a Common-Use Lounge.

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 in the Leased Premises, or (ii) the Build-out Deadline for the Leased Premises to be constructed by Concessionaire.

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 Common-Use Lounge 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.

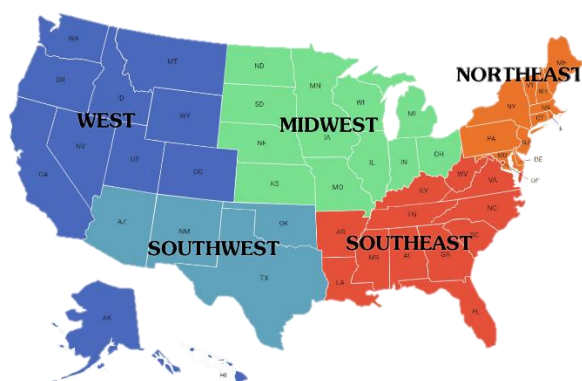
Midterm Refurbishments – Refurbishments to be made by the Selected Proposer as defined in the Lease Agreement.

**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 a Common-Use Lounge concession 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 Common-Use Lounge concession 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 terminal.

**Proposal** – The documents requested by the Authority and submitted by a Proposer pursuant to the terms of this 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 a Common-Use Lounge concession.

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 Common-Use Lounge concession 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 the Selected Proposer shall have access to the Shell to complete the build-out to meet the Build-out Deadline. A specific date and schedule will be coordinated between the Selected Proposer, 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 5.2 million passengers in 2024. The Airport is operated by the Authority.

Seven commercial carriers currently offer service from the Airport, including Alaska Airlines, Allegiant, American Airlines, Delta Air Lines, Frontier, Southwest Airlines, and United Airlines. These carriers currently offer approximately 70 departures per day to 34 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 unified 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

#### Common-Use Lounge Concession Goals and Objectives

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



- Provide an upscale Common-Use Lounge design that is attractive to customers, complementary to the base building architecture, and reflective of modern Omaha and the Midwest region.
- Provide a variety of quality food, beverages, services, and amenities that vary with changing trends and customer wants and needs.
- Provide premier customer service so that passengers feel welcome in the Common-Use Lounge 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.
- Provide opportunities to offer or represent local products and businesses.
- Achieve the Authority's environmental sustainability goals.

The Authority expressly reserves the right to accept or reject any or all Proposals and to negotiate additional or different terms with the Selected Proposer. The Authority intends to award one Lease Agreement for a Common-Use Lounge concession at Eppley Airfield, based on the Proposals received. The Authority expects the Selected Proposer 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.

## **Historical Airport Data**

### **Enplanement and Concession Sales Statistics**

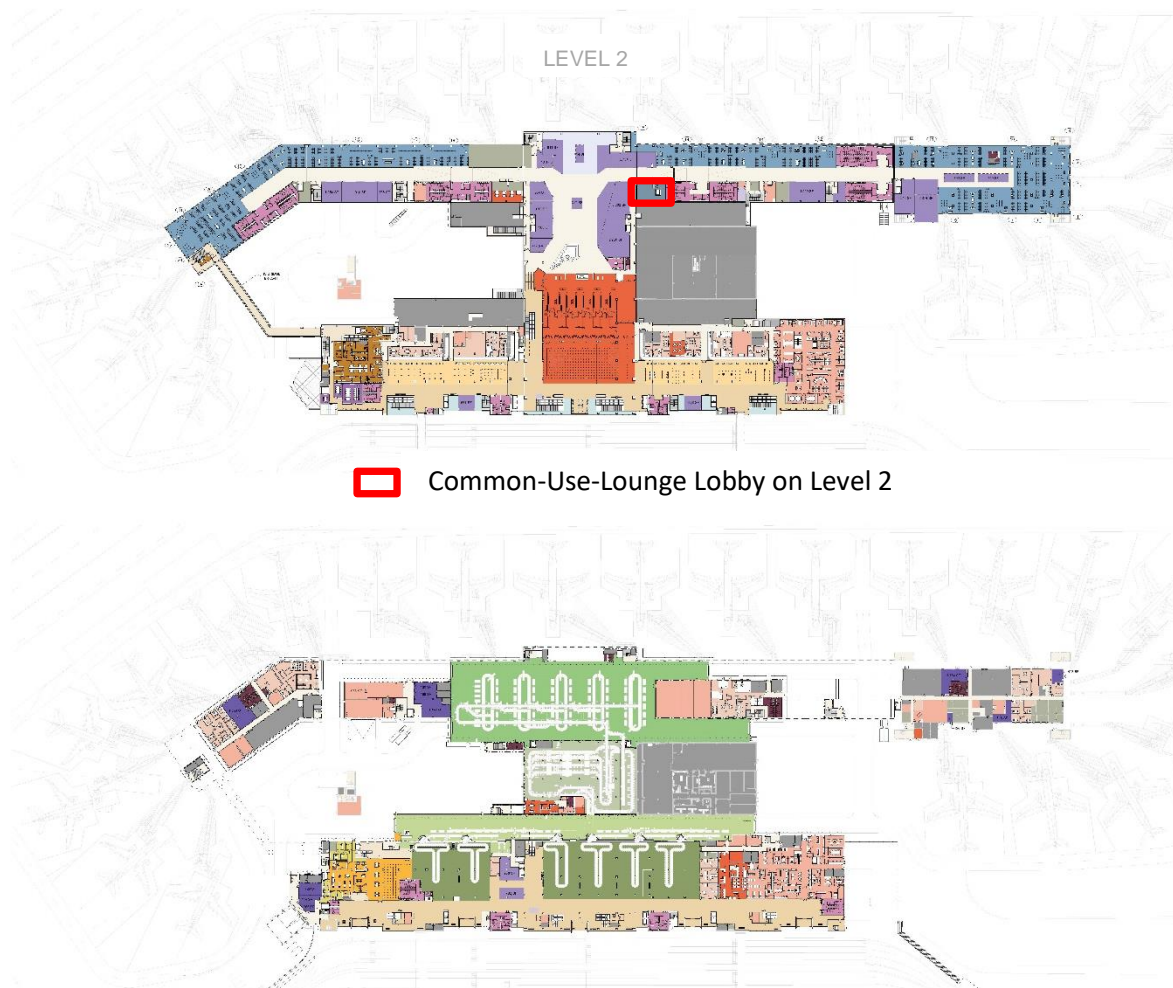
Eppley Airfield's enplanement data from 2019 to 2024, CY 2024 airline market share, and a current map of non-stop destinations are included in **Exhibit A**.

Food service and retail concession sales from CY2019 to CY2024 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 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 32,000 square feet of restaurant and retail area and approximately 6,000 square feet of Common-Use Lounge area. 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 or early 2027. The Central Pavilion Common-Use Lounge space should be available for build-out by the Summer or Fall of 2026. Figure 4 includes a layout of the modernized Terminal.



*Figure 4 - Modernized Terminal Plan*

## Request for Proposals Overview

### A. General Requirements

#### Common-Use Lounge Concession Opportunity

This RFP offers the opportunity to design, construct, operate, and manage approximately 6,000 square feet for a Common-Use Lounge concession at Eppley Airfield. Proposers, including any subsidiaries or affiliates, are limited to the submission of one Proposal for the concession offered in this RFP. The Authority intends to award one Lease Agreement but reserves the option to cancel or postpone the award if, in the Authority's sole discretion, it is in the best interests of the Authority and Airport customers. The Common-Use Lounge to be included in the Lease Agreement is described in **Section 4, Description of Common-Use Lounge Opportunity**. The Authority reserves the right to modify the space allocated to the Common-Use Lounge at its sole discretion.

In addition to the Common-Use Lounge location, the Selected Proposer will be allocated support space in the Terminal. This space is listed in **Section 4, Concept Description**.

#### 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.

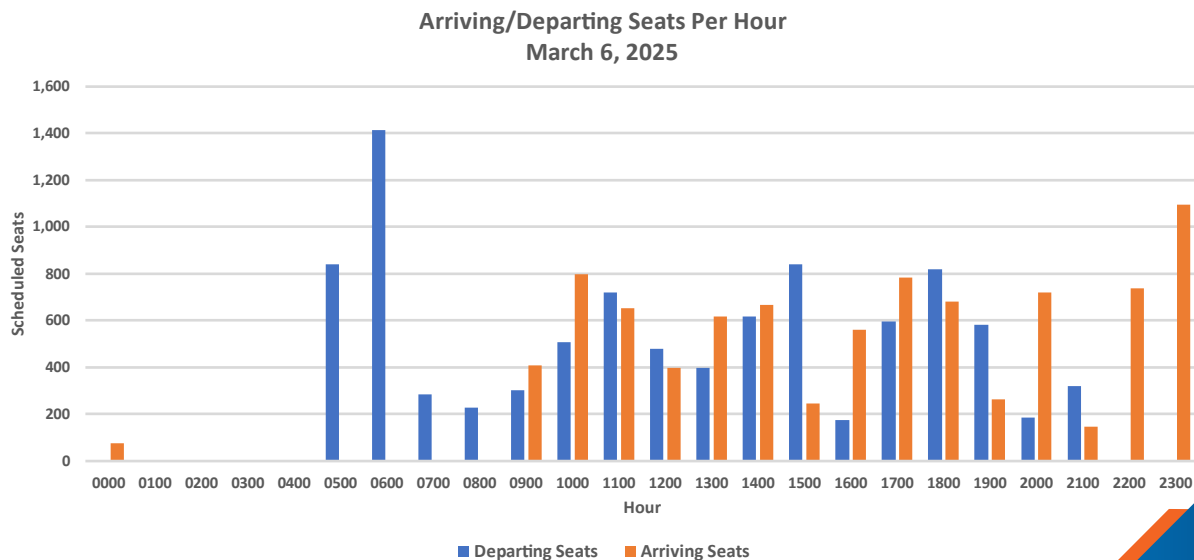
### B. Hours of Operation

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

The Selected Proposer shall operate the Common-Use Lounge at the Airport in accordance with flight schedules. The Common-Use Lounge will open a minimum of one hour prior to the first departure and remain open until the last departure each day or as otherwise agreed with the Authority. Minimum hours of operation are expected to be between 4:00 a.m. and 8:00 p.m. These minimum hours of operation pertain to the flight schedules on each concourse. Weather and other delays shall be accommodated.

The following chart shows the departure and arrival seats per hour for a sample day in March 2025.

# 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. There is no ACDBE goal established for this Common-Use Lounge.

Any firm qualifying as an ACDBE that also meets the minimum qualifications for this solicitation is encouraged to submit a Proposal.

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 Proposer is responsible for the design and complete build-out of the Common-Use Lounge concession. As detailed in the Tenant Design Guidelines, the Authority will provide shell conditions, including framed demising walls between public areas and the Leased Premises (as shown in the lease outline drawing in Exhibit C), concrete slab flooring, unfinished ceiling (as needed), elevator, unfinished stairs, and appropriate utility access for the new space.

The Selected Proposer will plan, design, and build out, at their sole cost, the Common-Use Lounge location in accordance with the Tenant Design Guidelines issued by the Authority and updated from time to time, located at: [www.FlyOMA.com/Concessions](http://www.FlyOMA.com/Concessions).

The Selected Proposer shall invest a minimum of:

- \$500 per square foot for the initial build-out of the Common-Use Lounge identified in this RFP. (This minimum investment amount does not represent an actual expected cost to design and build out the Leased 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 June 30, 2032. 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. Selected Proposer shall submit a plan and a schedule for the Midterm Refurbishment to the Authority for review and approval no later than December 31, 2031.
- No minimum investment amount is set for the build-out of support space, if applicable. The build-out of support space shall take place as soon as possible after the Authority turns the support space over to the Selected Proposer to ensure the space is available to support the Common-Use Lounge operation.
- All costs and expenses necessary to maintain the Common-Use Lounge in an attractive and "Opening Day" condition.

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. The 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. 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 Leased 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 must understand the Tenant Design Guidelines, physical conditions of the unit, location of the 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 the Common-Use Lounge. 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**

As further defined in the draft Lease Agreement, the Term of the Lease Agreement to be awarded shall begin on the Commencement Date and continue until the last day of the month in which the tenth anniversary of the Commencement Date 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 Partial 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 (12<sup>th</sup>) of each month for the preceding month. The Authority has established the MAG for the First Calendar Year of the Lease Agreement, which is not negotiable.

- The MAG for the Common-Use Lounge is set at Two Hundred, Twenty-Five Thousand Dollars (\$225,000) for the First Calendar Year of the Lease Agreement beginning on the Date of Beneficial Occupancy.

For the second and subsequent Calendar Years of the Lease Agreement, the MAG will be the higher of (1) the previous Calendar Year’s MAG; or (2) eighty-five percent (85.0%) of the total Percentage Rent and MAG, as applicable due and payable during the previous Calendar Year, which amount shall never be lower than the First Calendar Year MAG. The Authority will **not** renegotiate the MAG 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:

- 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 First Calendar Year.

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

### **Performance Guarantee**

The Selected Proposer will be required to provide a performance guarantee equal to the Minimum Annual Guarantee to be maintained through the first five years of the Term of the Lease Agreement. Beginning in the sixth year of the Term, the Authority, at its sole discretion, may reduce the performance guarantee to one-half of the then current Minimum Annual Guarantee.

### **Pricing Policy**

The Authority maintains a Concession Pricing Policy applicable for all food service, retail, and passenger service concessions, including the Common-Use Lounge at the Airport, which may be found in the draft Lease Agreement (Exhibit E). Any products or services made available for purchase at the Common-Use Lounge must be in compliance with the Concession Pricing Policy.

### **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 the Common-Use Lounge location shall be verified by the Selected Proposer.

### **G. Customer Service**

The Selected Proposer shall make customer service to all guests a priority, providing a welcoming and comfortable atmosphere, concern for the customer's time, and good value for money. The Selected Proposer must accept at least three major credit/debit cards for any purchase. The Selected Proposer will need to implement an online reservation and payment application for the Common-Use Lounge and associated services and products.

### **H. Special Conditions**

#### **Airport Environment**

To operate successfully, the Selected Proposer must meet and adjust to challenges, such as those listed below:

- Facilities must be designed to accommodate passengers and their luggage, carry-on items, and other travel and mobility accessories, such as strollers and wheelchairs.

- Airport concessions must be open 365 days a year, without exception. Concessionaire 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 significant flight delays and irregular operations.
- All employees at the airport must pass a background check and obtain an Airport security identification badge. All employees working at the Common-Use Lounge 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, licensor or product vendor using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this Common-Use Lounge Concession 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 COMMON-USE LOUNGE OPPORTUNITY

### Concept Description

The following are the minimum requirements that the Selected Proposer must provide in the Common-Use Lounge. Proposers should provide a concept that meets or exceeds the proposed description provided in this RFP.

A selection of food and beverages, including all non-alcoholic beverages and some or all alcoholic beverages must be complimentary. Premium beverages may be offered for an additional fee, in compliance with the Authority's Pricing Policy. Proposers should acknowledge the Nebraska State liquor laws and confirm that the proposed beverage menus comply with those laws.

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 serveware, 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.

Common-Use Lounge			
Lease Term: On or about November/December 2026 and continue until the later of (i) October 31, 2036, or (ii) the last day of the month in which the tenth anniversary of the Date of Beneficial Occupancy occurs, unless terminated earlier (as specified in Lease Agreement)			
First Calendar Year Minimum Annual Guarantee (MAG): \$225,000			
Minimum Initial Capital Investment: <ul style="list-style-type: none"> <li>Common-Use Lounge - \$500 per Sq. Ft.</li> </ul>			
Minimum Midterm Reinvestment: No later than June 30, 2032; 15 percent of Initial Investment Amount			
Unit No.	Approximate Sq. Ft.	Desired Concept and Products	Target Occupancy Date
<b>SC-2400</b> <b>(1,465 SF)</b>  <b>SC-3030</b> <b>(4,512 SF)</b>	<b>5,977</b>	Proposers must provide the following <b>required</b> services and amenities and abide by the sustainability requirements outlined in <b>Exhibit C</b> , Concession Sustainability Requirements and Voluntary Practices, of the Lease Agreement: <ul style="list-style-type: none"> <li>High quality food and beverages for all day parts (including breakfast, lunch, and dinner) as well as all-day snack items</li> <li>Food service offerings should include items that address dietary restrictions in a meaningful way, which must include gluten-free, vegan, vegetarian, and lactose intolerant options at a minimum.</li> <li>Full-service bar</li> </ul>	<b>Summer/Fall 2026</b> <i>(The Common-Use Lounge shall open for business to the public on the Commencement Date.)</i>

		<ul style="list-style-type: none"> <li>• Contactless ordering and payment options, if applicable</li> <li>• Complimentary Wi-Fi</li> <li>• Cable television</li> <li>• Complimentary local and national newspapers and periodicals (hard copies and/or digital access)</li> <li>• A variety of seating options</li> <li>• Two unisex restrooms</li> <li>• Charging ports to include at a minimum electrical outlets, Micro-USB and USB-C</li> <li>• Flight Information Displays (FIDS)</li> </ul> <p>Optional services and amenities may include:</p> <ul style="list-style-type: none"> <li>• Concierge Services</li> <li>• Additional restroom(s)</li> <li>• Business center with printing capability</li> <li>• Individual workspaces</li> <li>• Relaxation zone</li> <li>• Quiet space</li> </ul> <p><u>Non-Permitted Items:</u> vending machines</p>	
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Common-Use Lounge – <u>Optional</u> Support Space			
Lease Term: Coterminous with Common-Use Lounge Lease Agreement			
Unit No.	Sq. Ft.	Additional Information	Target Occupancy Date
NC-1104	466	Airside Loading Dock – Level 1	Summer/Fall 2026

## 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.

### **Common-Use Lounge Access**

- Access to the Common-Use Lounge must be available to all passengers, regardless of the level of ticket purchased from any airline.
- Access must not be exclusive to members of a particular credit card company.
- Walk-up customers should be granted access for a reasonable fee.
- Opportunities should be available to airlines serving the Airport to pay for access for their passengers.
- Third-party members or registrants (e.g., lounge networks or credit cards) should be granted access based on a pre-paid membership or complimentary membership.
- Customers should have the opportunity to pre-book lounge access through an application or website provided by the Selected Proposer.

The Common-Use Lounge unit is shown on the lease outline drawing in **Exhibit C**.

### **Office and Storage Space Rental**

Storage and office space required by the operator should be accommodated within the Leased Premises. The Selected Proposer may be able to lease additional storage and office space at the Finished Terminal Rate. The Finished Terminal Rate is currently \$134.88 per square foot per annum; such rate is subject to annual adjustment in the Authority's discretion.

## **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	May 7, 2025
Pre-Proposal Conference and Tour Registration Deadline	May 15, 2025
Pre-Proposal Conference and Tour	May 21, 2025
RFP Question Deadline	June 20, 2025
Proposal Deadline	August 5, 2025
Proposer Interviews, if necessary	September 8-9, 2025
Notice of Intent to Award	October 2025
Concession Agreement Signed by Selected Proposer	October 2025
Concession Agreement Signed by Authority	October 2025
Build-Out Schedule	Summer/Fall 2026
Open Common-Use Lounge	Commencement Date

### 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

A Pre-Proposal Conference and Tour will be held on May 21, 2025, beginning at 10:30 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 by May 15, 2025. 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 Common-Use Lounge Concession RFP, review the future terminal (TMP) and concession plans, answer any questions, provide a networking opportunity for prospective proposers, and provide a brief tour of the future lounge (wear shoes appropriate for a construction walkthrough).

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.

### **Conference Location**

The Pre-Proposal Conference will be held at:

Omaha Airport Authority Administrative Office  
Rosenblatt Conference Trailer  
2502 Locust St. East  
Omaha, NE 68110  
Eppley Airfield  
Omaha, Nebraska 68110

### **Procurement Contact**

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

Steph Gaston  
Omaha Airport Authority  
1519 E Hartman Ct.  
Omaha, Nebraska 68110  
[ConcessionsRFP@flyoma.com](mailto:ConcessionsRFP@flyoma.com)

### **Examination of Proposal Materials**

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 Common-Use Lounge Concession 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
- Financial Projections and Financial Offer
- Design, Materials, and Capital Investment
- Marketing, Promotions, and Customer Service Plan

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 or a partnership or joint venture that includes one or more newly formed entities, the parent company(ies) 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 must have a minimum of three (3) years' of successful and relevant experience in the last six years (2019-2024) in the ownership, marketing, development, operation, and management of Common-Use Lounges in airports generating at least \$1,000,000 in average annual gross receipts per lounge. 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 (airport name and location), lounge concept, annual sales and rent paid per lounge square footage per lounge, booking fee per lounge, annual transactions per lounge (broken down by pay-per-use customers, network or other third-party members, and airline sponsored customers), and landlord contact information (phone number and email address). Such Common-Use Lounge operations must be of a similar or larger size, and scope to that being proposed for the Airport in terms of amenities and services, square footage and sales volume.

- A Proposer, or an entity comprising Proposer, such as a joint venture partner or sub-concessionaire, that submits a Proposal 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 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.

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**

Proposers must have the financial resources necessary to undertake the requirements of the proposed Common-Use Lounge concession design, construction, operations, and management. The Proposer must submit the financial documents required herein prepared by an independent certified public accountant demonstrating that it has the net worth or access to credit or other funds sufficient to undertake the proposed investment and the working capital to successfully execute the lease requirements. 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 opportunity for which the proposal is being submitted ("Common-Use Lounge RFP") shall be typed or printed on the first page of the Proposal.

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 90 pages (excluding tabs and other pages as noted in this RFP), including all background and experience; menus; product lists; drawings and concept description, etc. Pages that exceed the 90-page limit will not be reviewed or evaluated. Proposal forms and exhibits, financial statements, pro formas, 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 forma in Excel format.

Sealed Proposals will be received at the offices of the Authority until **2:00 p.m. Central Time on August 5, 2025**, 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:

Steph Gaston  
Omaha Airport Authority  
1519 E. Hartman Court  
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 for which the Proposer is submitting (Common-Use Lounge, RFP No.)
- 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 if applicable
- 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 concept
- 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 venture partner.
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 Common-Use Lounges operated.
2. Descriptions of at least three (3) of the organization’s operations most relevant to that being proposed. For these relevant operations, list the airport name and location and the following data PER LOUNGE: square footage occupied; annual gross sales for the last six years (2019-2024); annual enplanements for those years, lounge name; average annual transactions broken down by pay-per-use customers, network or other third-party members, and airline sponsored customers; 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). 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 or property manager.

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 airport 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 six years (2019-2024) 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 in a separate file; this document does not count toward the page limit) the following historical financial information for the proposing entity and any joint venture or affiliate entities (including any sub-concessionaires and/or ACDBEs, if applicable):

- **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 Common-Use Lounge concept and to allow it to be distinguished from those of other Proposers. Proposers should propose a concept that meets the goals and objectives of the Authority as follows:

- Create a welcoming environment for all passengers, regardless of their airline or level of ticket
- Offer a variety of services and amenities 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 Common-Use Lounge, which shall meet the minimum requirements described in **Section 4, Description of Common-Use Lounge Opportunity**.

- Describe why the proposed concept is superior to others in the market
- Describe the analysis conducted to determine the services and amenities proposed
- Describe the proposed services and amenities
- Describe the various forms of entry and the fees to be charged per customer or third-party for each type, including the method(s) of reservation/booking (pay-per-use, member, network, airline, etc.) and the duration of the use of the lounge per entry fee or surcharge
- Food and beverage menus, including the price or price range for any premium menu item for which customers will be charged (beyond admission), if applicable. Specifically indicate if any menu items will be available for grab and go. Beverage menus should include the pour size of complimentary non-alcoholic beverages and alcoholic beverages as well as any variations for premium products, if applicable.
- A description of any unique attributes of the proposed concept
- License authorization letters for any licensed concept, service, or products 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 or offer their concept, service, or products, as proposed for the entire term of the Lease Agreement to be awarded. The Authority may contact such licensors to confirm their agreement. (This document(s) is not counted toward the page limit.)
- Describe quality assurance procedures, guarantees, and customer service initiatives and policies that are not described in other sections of the proposal
- List of services that will be offered and the prices for those services, if applicable

A concept may not be changed or substituted by Proposers following award. Proposers must ensure that they understand the business terms that will apply and have the legal authority to both propose and operate the concept being proposed prior to submitting a proposal.

## RFP Section 4 – Design, Materials, and Capital Investment

The Selected Proposer will be responsible for the design and complete build-out of the Common-Use Lounge. 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), utility access as described in the Tenant Design Guidelines, and the interior elevator and stair.

Proposers shall submit in this section the concept plan for the Common-Use Lounge, providing enough detail so that the evaluation committee can evaluate the design and quality of the materials proposed:

- Preliminary rendering of the proposed concept that is a representative illustration of the design 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.
- A floor plan must be provided, indicating locations for check-in, queuing and circulation, seating (including the number of seats provided; standard vs. ADA; and seats with charging ports), restrooms, amenities (bar, buffet, etc.), and back-of-house area, including office, storage and kitchen equipment. Indicate the square footage to be allocated to front- versus back-of-house areas with a focus on maximizing capacity.
- It is the Proposer’s responsibility to ensure that the design of the Common-Use Lounge 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, including:
  - 1) Floor covering
  - 2) Wall covering
  - 3) Ceiling treatment
  - 4) Service counter and display units or fixtures
  - 5) Proposed signage, interior and exterior
  - 6) Information regarding environmental sustainability considerations planned for the design and build-out, 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 board may be provided in the Proposal; Proposers should be prepared to provide the original material board 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 capital investment in Leasehold Improvements, and 2) 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, including all addenda that may be issued. Proposers must understand the Tenant Design Guidelines, location and physical conditions of the unit, the conditions in 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 design and build-out of the Common-Use Lounge. 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 facility development and the capital investment required will not constitute grounds for changing any of the terms of the Lease Agreement to be awarded.



## **RFP Section 5 – Management, Staffing, Training, and Incentives**

In this section, Proposer shall demonstrate the ability to effectively operate and manage a Common-Use Lounge, 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, comfortable, and well-stocked operations, as well as a proactive and consistent approach to maintaining and preserving the unit (including equipment) in ‘opening day’ condition.

Proposer must submit the following information regarding the proposed management, staffing, training, and incentives.

### **5.1 Management and Staffing**

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

- 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, 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 practices, including a brief description of the employee recruitment process (both initial and ongoing).
- Staffing and management schedule that meets the operational conditions of the airport’s environment and the minimum hours of operation (4:00 a.m. to 8:00 p.m.), including the number of employees and on-site management personnel by position for each shift during an average week. Proposer must also include an explanation of how it will provide for backup staffing, shift changes, key management personal time off, peak travel periods, 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 on site for all shifts.
- The number of part-time and full-time employees to be hired for this operation.
- Approach to ensuring scheduling and consistent security badging of all employees.
- Resumes for the proposed on-site General Manager, regional manager, or any other key management or culinary staff (as appropriate). The General Manager should have relevant experience, preferably five (5) or more years, managing Common-Use Lounge facilities at airports similar in size or larger than Eppley Airfield. The General Manager must be located on site and committed to the operation at the Airport.
- Description of any management or staffing responsibilities of any proposed ACDBE participant, including resumes for management personnel. List any prior working relationship between the ACDBE and the Proposer.

- Sample management report used at an existing airport location showing customer and performance data.
- Procedures for handling customer complaints.
- Description and/or image of the proposed employee dress code or uniform, as appropriate.

## **5.2 Training and Incentive Programs**

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

- 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.
- 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.
- 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 6 – Operations, Maintenance, and Environmental Sustainability**

### **6.1 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, sustainable sourcing practices, pest control, janitorial services, grease interceptor cleaning and grease waste containment systems (as appropriate), hood and ventilation system cleaning (as appropriate), mechanical/electrical/plumbing equipment maintenance within and for the areas serving the Leased Premises, data and media services, emergency procedures, and the point of sale 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 Common-Use Lounge (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.

## **6.2 Environmental Sustainability**

- Provide information about the environmental sustainability practices planned for the day-to-day operations of the Common-Use Lounge, 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 7 – Design and Construction Schedule**

Under this tab, Proposer shall provide a draft schedule that Proposer will fully document and submit for approval upon Notice of Award. As a result of the phased redevelopment of the Airport Terminal, the Selected Proposer will need to coordinate with the Authority a construction timeline demonstrating the efficient completion of construction prior to the terminal opening to enable testing, training, and confirmation of all operations prior to opening day. At a minimum, the draft schedule shall include:

- General schedule for design, permitting, and build-out to meet the planned opening date based on a tentative turnover date of the Lease Premises in Summer/Fall 2026.
- A detailed construction schedule with key milestones and date each milestone shall be completed
- Timeline for hiring, badging, and training employees
- Proposer shall show the time required between completion of construction and opening date, allowing for final permitting, stocking, and completion of training

## **RFP Section 8 – Financial Projections and Financial Offer**

### **8.1 Financial Projections**

Under this tab, Proposer shall submit a financial pro forma for the term of the Lease Agreement. The pro forma 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. The pro forma must include the items noted below using the Pro Forma template included in **Appendix B** (use and submit Excel template provided in separate file). The Authority reserves the right to not make an award to a Proposer who presents a financial offer that would render the opportunity infeasible.

The pro forma shall include the following for each year of the Lease Agreement Term:

- Gross sales by category, including: entry fees, food and alcoholic beverages (as applicable), services and amenities (as applicable), and merchandise (as applicable)
- Cost of goods sold and gross profit
- Expenses by line item, including labor and Rent to the Authority
- 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.

## 8.2 Financial Offer

The Selected Proposer 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 (1<sup>st</sup>) of every month and any Percentage Rent due above the monthly payment of the MAG shall be reported and paid by the twelfth (12<sup>th</sup>) of each month for the preceding month.

The Authority has established the MAG for the First Calendar Year, which is not negotiable. The First Calendar Year MAG is included in the Financial Offer Form in **Appendix B**. For the second and subsequent Calendar Years, the MAG will be equal to the higher of (1) the previous Calendar Year’s MAG; or (2) eighty-five percent (85%) of the total Percentage Rent and MAG due and payable during the previous Calendar Year (which amount shall never be lower than the First Calendar Year MAG), paid in twelve equal monthly installments. Any Percentage Rent above the monthly payment of the MAG would be reported and paid by the twelfth (12<sup>th</sup>) of each month for the preceding month. During the First Partial Year, if any, 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, will be accepted. 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 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 Common-Use Lounge concession.

- Identify the target market for your Common-Use Lounge and the passengers most likely to use your lounge services.

- Describe the research to be used to monitor customer satisfaction with the food and beverage menus services, and amenities offered in the Common-Use Lounge.
- Identify business partners with whom you have agreements to promote lounge access via memberships.
- Describe promotions that you plan to implement. Indicate if promotions implemented at other airport locations will be implemented at the Airport.
- Provide an example of a marketing campaign used at another airport common-use lounge similar to that proposed for the Airport.
- Describe your corporate customer service philosophy. Identify how that philosophy will be applied at the Airport. 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 bookings, and any innovative services and/or systems that will be implemented to support an industry-leading operation.
- Describe any 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
  - Procedures for handling pre-paid entries when at full capacity

## RFP Section 10 - ACDBE Participation

No Airport Concessions Disadvantaged Business Enterprise (ACDBE) goal has been set for this opportunity. Any ACDBE participant(s) proposed must be certified in the NAICS code(s) applicable to the work to be performed under the Lease Agreement. ACDBE participation may be in the form of a prime concessionaire, joint venture partner, sub-concessionaire, or good and services supplier.

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; ACDBE attachments will not count toward the page limit) 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 Airport’s overall ACDBE goal.** Any ACDBE participation 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 Airport’s overall 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 an ACDBE participant
- Participant's proposed level and method of participation in performance of the Lease Agreement to be awarded. A proposed 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 an ACDBE participant
- A description of the work that an 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 an ACDBE participant, including:
  - Written and signed documentation of Proposer's commitment to use an ACDBE;
  - 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 entered into between the Proposer and an ACDBE participant. If an 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.
- 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 ACDBE participation is proposed.

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

Upon execution of a Lease Agreement 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 ten thousand dollars (\$10,000). 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 a Lease Agreement between the Authority and the Selected Proposer. The Proposal guarantee of the Selected Proposer shall not be released until after the executed Lease Agreement has been delivered to the Authority along with the proof of insurance and performance guarantee required under the Lease Agreement.

## **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 the 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 a Lease Agreement 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. The 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 concept 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 Proposer.

The 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 the 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 Leased Premises Shell shall be Summer/Fall 2026. The Selected Proposers should be prepared to start construction on the build-out according to the tentative dates included in Section 4 of this RFP.
4. A final build-out plan for the Leased Premises will be developed with input from the Selected Proposer 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 Leased Premises shall be made available to the Selected Proposer 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 Term, the Authority, at its sole discretion, may reduce the performance guarantee to one-half of the then current Minimum Annual Guarantee. The Selected Proposer 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: Steph Gaston. All communications with the Procurement Contact must be in writing via email at [ConcessionsRFP@FlyOMA.com](mailto: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 Steph Gaston.

#### 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](mailto:ConcessionsRFP@FlyOMA.com) with "Request for Clarification – Common-Use Lounge Concession RFP" in the subject line by June 30, 2025, 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 Proposers 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 in their proposal.

#### 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 a Lease Agreement to the Selected Proposer. 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 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](mailto:ConcessionsRFP@FlyOMA.com)
2. Members of the Authority Board of Directors
3. Consultants retained by the Authority, excluding consultants working for AirProjects, Inc., 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
2. Oral communications during any interview

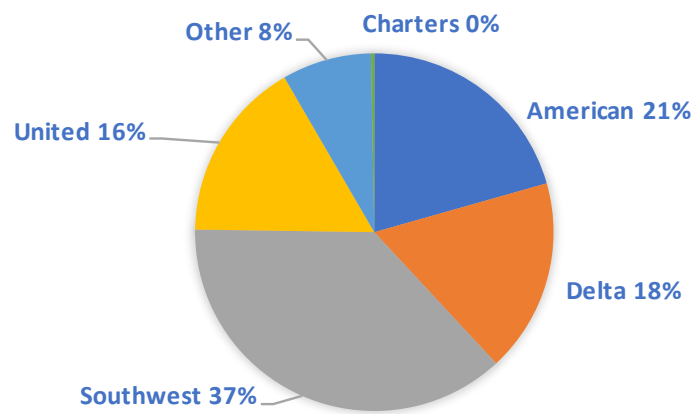
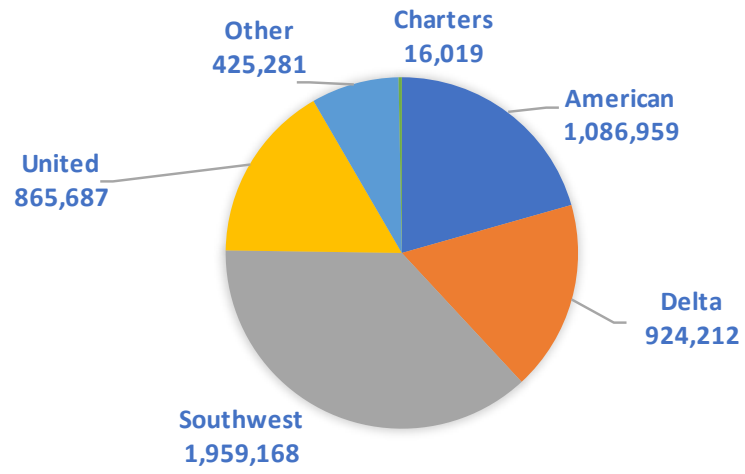
## 9 EXHIBITS

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

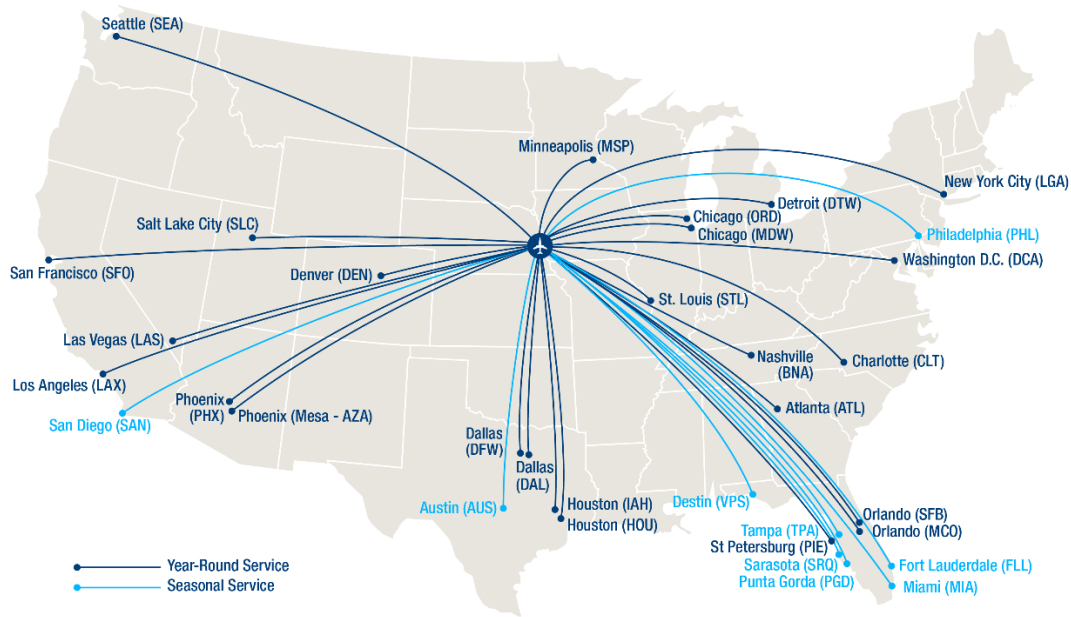
#### Monthly Enplanements, 2019-2024

Month	2019	2020	2021	2022	2023	2024
January	178,419	188,364	74,543	138,231	175,251	177,231
February	176,375	185,591	82,244	151,027	171,919	189,424
March	219,421	104,374	130,004	184,248	214,078	229,547
April	200,916	8,660	130,509	181,878	199,236	205,874
May	240,079	26,459	175,277	210,328	231,160	248,550
June	236,405	53,469	193,052	207,611	233,995	252,702
July	233,230	79,794	208,587	210,743	234,786	251,466
August	206,780	78,176	169,572	186,888	197,840	212,190
September	194,903	79,850	166,504	188,526	202,525	209,077
October	213,684	90,760	184,760	204,907	227,639	228,079
November	194,681	80,397	179,249	194,973	207,180	205,737
December	215,104	91,176	178,970	188,653	213,552	220,327
Total	2,509,997	1,067,070	1,873,271	2,248,013	2,509,161	2,630,204

### Airline Market Share-Eppley Airfield CY2024



Nonstop Destinations



## EXHIBIT B: Food Service and Retail Concession Sales 2019-2024

Location	Concession	2019	2020	2021	2022	2023	2024
Pre-Security North	KFC, Hugo's Tacos, Hangar Express, Godfather's Pizza, Blimpie, Pauli's, Scooters	\$1,657,708	\$684,042	\$1,040,888	\$1,220,469	\$1,339,001	\$1,300,384
Pre-Security South	A&W, Godfathers, Blimpie, Pints, Flights Bites	\$1,444,551	\$267,562	\$564,890	\$1,029,999	\$1,050,607	\$925,491
Post-Security North	North Hangar, Scooters, Godfathers	\$4,985,665	\$2,109,861	\$4,097,107	\$5,281,152	\$6,382,626	\$6,266,673
Post-Security South	Kracky McGees	\$4,524,796	\$1,901,138	\$3,191,233	\$3,790,576	\$4,092,124	\$4,522,591
Pre-Security	Art Gallery	\$25,596	\$15,356	\$33,881	\$51,846	\$54,126	\$52,542
Pre-Security	Bookstore	\$180,951	\$56,404	\$120,752	\$172,187	\$197,248	\$135,563
Pre-Security	News and Gifts	\$1,064,047	\$167,232	\$424,730	\$667,990	\$904,760	\$734,290
Post-Security	News and Gifts	\$5,173,104	\$2,647,567	\$5,057,830	\$5,956,370	\$6,632,473	\$7,369,679
<b>Total Program</b>		<b>\$19,056,418</b>	<b>\$7,849,162</b>	<b>\$14,531,311</b>	<b>\$18,170,589</b>	<b>\$20,652,965</b>	<b>\$21,307,212</b>

### Pre-Security Sales

Retail Pre-Security	\$1,270,594	\$238,992	\$579,363	\$892,023	\$1,156,133	\$922,394
Food Service Pre-Security	\$3,102,259	\$951,604	\$1,605,778	\$2,250,469	\$2,389,609	\$2,225,875
<b>Total Pre-Security</b>	<b>\$4,372,853</b>	<b>\$1,190,596</b>	<b>\$2,185,141</b>	<b>\$3,142,491</b>	<b>\$3,545,742</b>	<b>\$3,148,269</b>

### Post-Security Sales

Retail Post-Security	\$5,173,104	\$2,647,567	\$5,057,830	\$5,956,370	\$6,632,473	\$7,369,679
Food Service Post-Security	\$9,510,461	\$4,010,999	\$7,288,340	\$9,071,728	\$10,474,750	\$10,789,264
<b>Total Post-Security</b>	<b>\$14,683,565</b>	<b>\$6,658,566</b>	<b>\$12,346,170</b>	<b>\$15,028,098</b>	<b>\$17,107,223</b>	<b>\$18,158,943</b>

### Enplanements

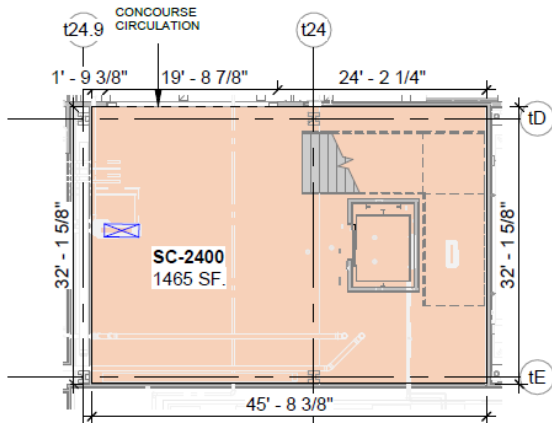
	2,509,997	1,067,070	1,873,271	2,248,013	2,509,161	2,630,204
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### Sales/Enplanement

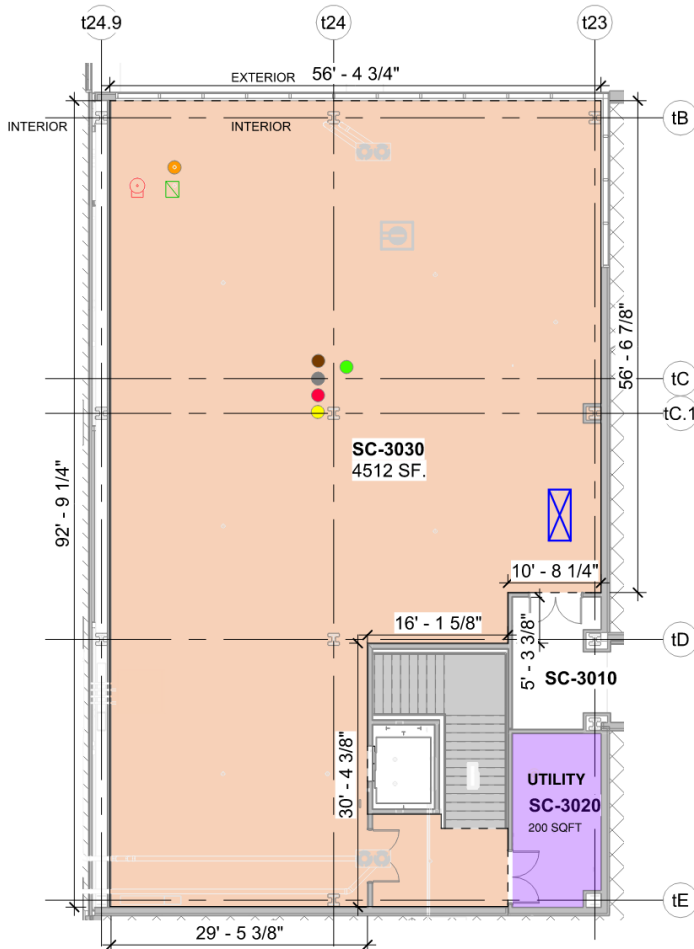
<b>Pre-Security</b>						
Retail	\$0.51	\$0.22	\$0.31	\$0.40	\$0.46	\$0.35
Food Service	\$1.24	\$0.89	\$0.86	\$1.00	\$0.95	\$0.85
<i>North</i>	\$0.66	\$0.64	\$0.56	\$0.54	\$0.53	\$0.49
<i>South</i>	\$0.58	\$0.25	\$0.30	\$0.46	\$0.42	\$0.35
<b>Total</b>	<b>\$1.74</b>	<b>\$1.12</b>	<b>\$1.17</b>	<b>\$1.40</b>	<b>\$1.41</b>	<b>\$1.20</b>
<b>Post-Security</b>						
Retail	\$2.06	\$2.48	\$2.70	\$2.65	\$2.64	\$2.80
Food Service	\$3.79	\$3.76	\$3.89	\$4.04	\$4.17	\$4.10
<i>North</i>	\$1.99	\$1.98	\$2.19	\$2.35	\$2.54	\$2.38
<i>South</i>	\$1.80	\$1.78	\$1.70	\$1.69	\$1.63	\$1.72
<b>Total</b>	<b>\$5.85</b>	<b>\$6.24</b>	<b>\$6.59</b>	<b>\$6.69</b>	<b>\$6.82</b>	<b>\$6.90</b>

<b>Total Program</b>	<b>\$ 7.59</b>	<b>\$ 7.36</b>	<b>\$ 7.76</b>	<b>\$ 8.08</b>	<b>\$ 8.23</b>	<b>\$ 8.10</b>
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## EXHIBIT C: Lease Outline Drawings



SC-2400 - CLUB - LEVEL 2















SC-3030 - CLUB - LEVEL 3

STUMBLE LIGHTING PROVIDED WITHIN SPACE

UTILITIES ARE SHOWN GRAPHICALLY FOR REFERENCE OF AVAILABILITY AND NOT FINAL LOCATION. FINAL LOCATION OF STUB UP OR STUB DOWN LOCATIONS WILL BE COORDINATED DURING DESIGN.

### CONCESSIONS LEGEND

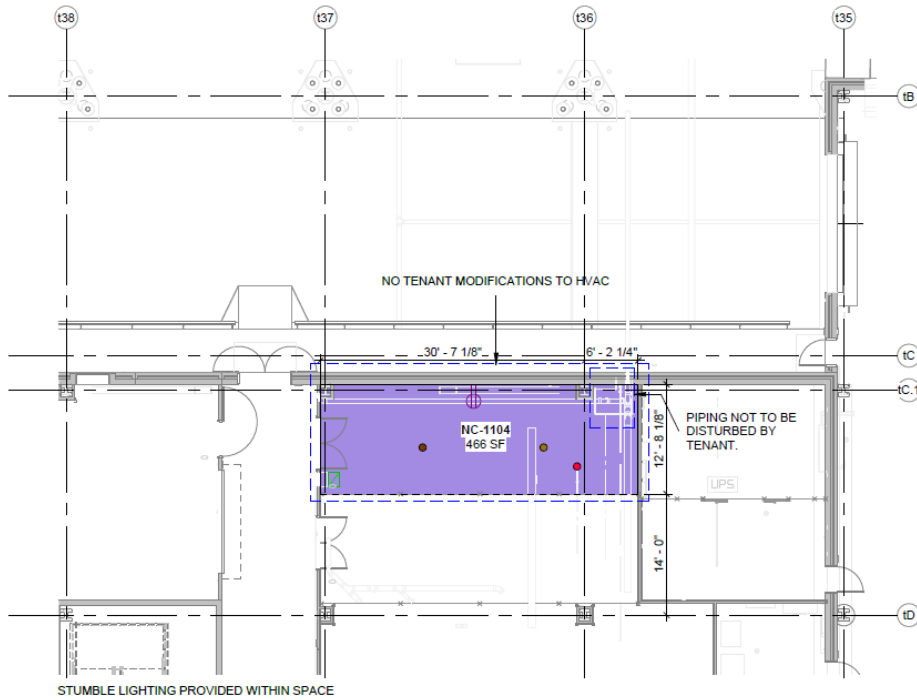
-  SUPPLY AIR P.O.C.
-  GREASE EXHAUST P.O.C.
-  VENT CAP
-  KITCHEN EXHAUST P.O.C.
-  TENANT TO PROVIDE WATER HEATER
-  CONVENIENCE RECEPTACLE
-  DOMESTIC P.O.C.
-  SANITARY P.O.C.
-  KITCHEN WASTE PIPE P.O.C.
-  COLD WATER PIPE P.O.C.
-  NATURAL GAS PIPE P.O.C.

-  CONDUIT STUBBED BELOW SPACE
  -  CLUB
  -  FOOD SERVICE
  -  DINING
  -  CONVENIENCE RETAIL
  -  SPECIALTY RETAIL
  -  CONCESSION STORAGE
  -  KITCHEN
  -  SOLID WALL
  -  OPENING
  -  GOODS/ WASTE FLOW
- POWER, GAS P.O.C. TO BE FIELD VERIFIED

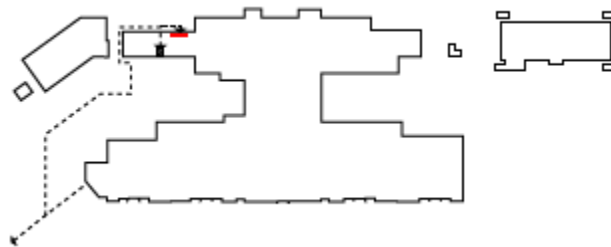


This document is incomplete and may not be used for regulatory approval, permit or construction.




























NC-1104 – CONCESSION STORAGE – LEVEL 1



#### CONCESSIONS LEGEND

-  SUPPLY AIR P.O.C.
  -  GREASE EXHAUST P.O.C.
  -  VENT CAP
  -  KITCHEN EXHAUST P.O.C.
  -  TENANT TO PROVIDE WATER HEATER
  -  CONVENIENCE RECEPTACLE
  -  DOMESTIC P.O.C.
  -  SANITARY P.O.C.
  -  KITCHEN WASTE PIPE P.O.C.
  -  COLD WATER PIPE P.O.C.
  -  NATURAL GAS PIPE P.O.C.
  -  HEATING WATER SUPPLY/RETURN PIPE P.O.C.
  -  CHILLED WATER SUPPLY/RETURN PIPE P.O.C.
  -  CONDUIT STUBBED BELOW SPACE
  -  CLUB
  -  FOOD SERVICE
  -  DINING
  -  CONVENIENCE RETAIL
  -  SPECIALTY RETAIL
  -  CONCESSION STORAGE
  -  KITCHEN
  -  SOLID WALL
  -  OPENING
  -  GOODS/ WASTE FLOW
- POWER, GAS P.O.C. TO BE FIELD VERIFIED

## 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
  - ☐ Designs, Materials, and Capital Investment
  - ☐ Management, Staffing, Training, and Incentives
  - ☐ Operations, Maintenance, and Environmental Sustainability
  - ☐ Design and Construction Schedule
  - ☐ Financial Projections and Financial Offer
  - ☐ Marketing, Promotions, and Customer Service Plan
  - ☐ ACDBE Participation
  - ☐ Proposal Guarantee
  - ☐ Acknowledgement of Addenda
  - ☐ Certification and Execution

## **APPENDIX B – FINANCIAL OFFER FORMS AND PRO FORMA TEMPLATE**

SEE SUBSEQUENT PAGES AND ATTACHMENTS

**APPENDIX B.1**  
**Financial Offer Form**

**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 Commencement Date, the Rent detailed below.

**A. First Partial Year Rent**

During the First Partial Year (if any) 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 Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 1 OR Table 2. **[Complete only Table 1 OR Table 2 below.]**

**Table 1. Fixed Percentage Rent for Common-Use Lounge Gross Receipts**

Annual Gross Receipts	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
All Annual Gross Receipts	_____ %	

**Table 2. Tiered Percentage Rent for Common-Use Lounge Gross Receipts**

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 \$_____.	_____ %	

**B. First Calendar Year Rent**

During the First 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 First Calendar Year Minimum Annual Guarantee will be Two Hundred Twenty-Five Thousand Dollars (\$225,000) 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 1 OR Table 2.

**C. Second through Last Calendar Year and Last Partial Year Rent**

During the Second 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 Second Calendar Year and each subsequent Calendar Year or partial Calendar Year during the Term will be the higher of (1) the previous Calendar Year's MAG; or (2) Eighty-five percent (85%) of the total Percentage Rent and MAG, as applicable, due and payable by the Concessionaire during the previous Calendar Year, which amount shall never be lower than the First Calendar Year MAG

OR

2. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 1 OR Table 2.

The Minimum Annual Guarantee and Percentage Rent will be reconciled annually, as needed, after the completion of the First 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**  
**PRO FORMA TEMPLATE**

COMPLETE PRO FORMA IN THE FOLLOWING EXCEL FILE:

Common Use Lounge Pro Forma Template – oma-pro-forma-template-lounge-may-7-2025.xlsx

## **APPENDIX C – DRAFT LEASE AGREEMENT**

SEE SEPARATE FILE WITH DRAFT LEASE AGREEMENT

## 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.

Proposer Name: \_\_\_\_\_

RFP Number/Name: \_\_\_\_\_

Concept: \_\_\_\_\_

Square Feet: 5,977 Sq. Ft.

Minimum Initial Capital Investment	Amount	Percent of Initial Capital Investment
- Leasehold Improvements	\$ _____	_____ %
- Furnishings, Fixtures, and Equipment	\$ _____	_____ %
- Architectural Design and Engineering <sup>(1)</sup>	\$ _____	_____ %
- Construction Management <sup>(2)</sup>	\$ _____	_____ %
Total Initial Capital Investment	\$ _____	100%
Total Initial Capital Investment/Sq. Ft. <sup>(3)</sup>	\$ _____ /Sq.Ft.	

Mid-Term Refurbishment		
- Minimum Mid-Term Refurbishment Investment <sup>(4)</sup>	\$ _____	_____
- Minimum Mid-Term Refurbishment/Sq.Ft.	\$ _____ /Sq.Ft.	_____

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

<sup>(1)</sup> Must not exceed 12 percent (12.0%) of Initial Capital Investment

<sup>(2)</sup> Must not exceed five percent (5.0%) of Initial Capital Investment

<sup>(3)</sup> Must meet the minimum initial capital investment per square foot requirements of \$500/sq. ft.

<sup>(4)</sup> 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 proposed ACDBE participation for this Lease Agreement as follows:

\_\_\_\_\_ The Proposer is committed to a minimum of \_\_\_\_\_% ACDBE utilization in 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:

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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.**

**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):

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6. Source of funds for the ACDBE capital contribution:

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

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

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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.):

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

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

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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:

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b. Non-ACDBE joint venture participant:

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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:

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b. Non-ACDBE joint venture participant:

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

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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.

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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.

Employee Category	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.

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**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: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



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

The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, and/or 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, licensor or product vendor using the same 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 \_\_\_\_\_, 2025

\_\_\_\_\_  
(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 I – PRE-PROPOSAL CONFERENCE REGISTRATION FORM

The Authority's Common-Use Lounge Concession RFP's Pre-Proposal Conference will be held May 21, 2025 at 10:30 a.m. at Eppley Airfield Rosenblatt Conference Trailer located at 2502 Locust St. East, Omaha, Nebraska 68110. Please note whether or not you will attend and the number in your party.

Please complete the information below and return via email to [ConcessionsRFP@FlyOMA.com](mailto:ConcessionsRFP@FlyOMA.com) no later than May 15, 2025.

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please check the following if you plan to submit a Proposal \_\_\_\_\_

Select One: ☐ Prime Concessionaire ☐ Partner ☐ Sub-Concessionaire ☐ Product or Service Provider

ACDBE Certified: ☐ Yes ☐ No ☐ Currently applying for certification

Select One: ☐ Will Not Attend or ☐ Will Attend: **Number in party** \_\_\_\_\_

**Names of Pre-Proposal Conference Attendees:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please email your completed form to:**

**Steph Gaston**  
[ConcessionsRFP@FlyOMA.com](mailto:ConcessionsRFP@FlyOMA.com)

## 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 Common-Use Lounge operations since its inception?

☐ Yes ☐ No

If No, please explain:

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

☐ Yes ☐ No

If Yes, please explain:

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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:

---

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**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.

_____ <b>Company Name</b>	_____ <b>Phone Number</b>
_____ <b>Authorized Representative Signature</b>	_____ <b>Email</b>
_____ <b>Authorized Representative Name (print)</b>	_____ <b>Date</b>
_____ <b>Authorized Representative Title</b>	