



Request for Proposals

Omaha Airport Authority

Advertising Concession at Eppley Airfield

October 9, 2025

TABLE OF CONTENTS

| | |
|-------------------------------------------------------------------------------------------|------------|
| 1. NOTICE OF REQUEST FOR PROPOSALS | 1-1 |
| 2. DEFINITIONS..... | 2-1 |
| 3. BACKGROUND | 3-1 |
| 3.1 Goals and Objectives | 3-1 |
| 3.2 Historical Airport Data..... | 3-2 |
| 3.3 Terminal Modernization Program (TMP) | 3-2 |
| 3.4 Request for Proposals Overview | 3-3 |
| 4. DESCRIPTION OF ADVERTISING CONCESSION OPPORTUNITY | 4-1 |
| 4.1 Advertising Program Description | 4-1 |
| 4.2 Office and Storage Space Rental | 4-6 |
| 5. CONDITIONS OF THE SOLICITATION..... | 5-1 |
| 5.1 Late Proposals | 5-1 |
| 5.2 Pre-Proposal Conference | 5-1 |
| 5.3 Procurement Contact | 5-2 |
| 5.4 Examination of Proposal Materials | 5-2 |
| 5.5 Public Nature of Proposal Material..... | 5-3 |
| 5.6 Selection Procedure | 5-3 |
| 5.7 Evaluation Criteria..... | 5-4 |
| 5.8 Nondiscrimination/Non-Preferential Treatment | 5-4 |
| 5.9 Minimum Qualifications..... | 5-4 |
| 5.10 Financial Capability..... | 5-5 |
| 6. PROPOSAL FORMAT AND ORGANIZATION..... | 6-1 |
| 6.1 Instructions for Submitting Proposal | 6-1 |
| 6.2 Submission Information | 6-1 |
| 6.3 RFP Section 1 – Cover Letter, Covenant to Execute Lease, and Proposal Checklist | 6-2 |
| 6.4 RFP Section 2 – Proposer’s Background, Experience, and Financial Capability | 6-3 |
| 6.5 RFP Section 3 – Advertising Program Development | 6-6 |
| 6.6 RFP Section 4 – Design, Materials, and Capital Investment..... | 6-6 |
| 6.7 RFP Section 5 – Management, Staffing, Training, and Incentives..... | 6-8 |

| | | |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 6.8 | RFP Section 6 – Operations, Maintenance, and Environmental Sustainability..... | 6-9 |
| 6.9 | RFP Section 7 – Design and Installation Schedule..... | 6-10 |
| 6.10 | RFP Section 8 – Financial Projections and Financial Offer | 6-10 |
| 6.11 | RFP Section 9 - Marketing, Promotions, and Customer Service Plan | 6-11 |
| 6.12 | RFP Section 10 – Proposal Guarantee..... | 6-12 |
| 6.13 | RFP Section 12 – Acknowledgement of Addenda | 6-13 |
| 6.14 | RFP Section 13 – Certification and Execution | 6-13 |
| 7. | SOLICITATION PROVISIONS | 7-1 |
| 7.1 | Conditions of Lease Agreement Award..... | 7-1 |
| 7.2 | Form of Agreement..... | 7-1 |
| 7.3 | Additional Information for Proposers | 7-2 |
| 8. | COMMUNICATIONS | 8-1 |
| 8.1 | General Communications..... | 8-1 |
| 8.2 | Communications Prohibition..... | 8-1 |
| 9. | EXHIBITS..... | 9-1 |
| 10. | APPENDIX..... | 10-7 |
| | APPENDIX A – PROPOSAL CHECKLIST | 10-7 |
| | APPENDIX B – FINANCIAL OFFER FORMS AND PRO FORMA TEMPLATE | |
| | APPENDIX C – DRAFT LEASE AGREEMENT | |
| | APPENDIX D – DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CERTIFICATION OF COMPLIANCE WITH COMMUNICATIONS PROHIBITION FORM..... | |
| | APPENDIX E – CAPITAL INVESTMENT FORM | |
| | APPENDIX F – ADDENDA ACKNOWLEDGEMENT FORM | |
| | APPENDIX G – PROHIBITION ON EXCLUSIVE SUB-CONCESSIONAIRE, PROSPECTIVE SUB-CONCESSIONAIRE, ACDBE OPERATOR AND LOCAL OPERATOR/VENDOR FORM..... | |
| | APPENDIX H – PRE-PROPOSAL CONFERENCE REGISTRATION FORM | |
| | APPENDIX I – PROPOSAL CERTIFICATION FORM | |

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, fabricate, install, and manage advertising displays for the purpose of selling advertising and managing an advertising 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 lease for an advertising concession to the Proposer that possesses the expertise, experience, and financial strength to successfully implement an advertising concession program that meets the needs and wants of the Authority; local, regional, and national advertisers; and 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.

Assigned Location – A location in the Terminal or Customer Service Building that is identified on **Exhibit C** as part of the Leased Premises.

Build-out Deadline – Ninety (90) days following the Occupancy Date or as otherwise provided pursuant to an installation plan approved by the CEO.

Chief Financial Officer or CFO – The individual designated to act as coordinator and manager of this RFP and Lease Agreement to be awarded. The CFO 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 Date of Beneficial Occupancy.

Installation Schedule – The timetable submitted by Concessionaire and approved by the Authority for the installation of displays in the Leased Premises.

Date of Beneficial Occupancy (DBO) – The earlier of (1) the date Concessionaire commences concession operations in the Leased Premises, or (ii) the first Build-out Deadline.

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

Lease Agreement – A written agreement between the Authority and a Selected Proposer covering the leasing of premises located in the Terminal and Customer Service Building at Omaha Eppley Airfield for advertising concession operations.

Leased Premises – The aggregate of Assigned Locations in the Lease Agreement to be awarded where the Selected Proposer will be authorized and responsible for designing, fabricating, installing, and maintaining advertising displays for the purpose of selling advertising and managing an advertising concession 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 an advertising 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.

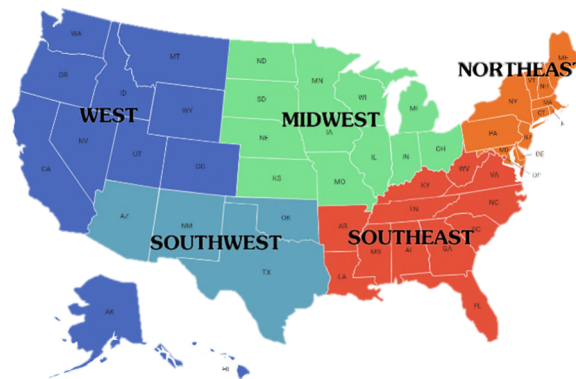


Figure 1. Regions of the United States

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 design, fabricate, install, and maintain advertising displays for the purpose of selling advertising and managing an advertising concession.

Occupancy Date – The date that the Selected Proposer shall have access to an Assigned Location to complete the installation to meet the Build-out Deadline. Specific dates and schedules will be coordinated between the Selected Proposer, the Authority, and the Authority’s TMP builder.

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 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 and Customer Service Building for the operation of an advertising concession.

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

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

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.

3.1 Goals and Objectives

Authority’s Mission, Vision, and Values

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

Advertising 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:

- Optimize revenue to Authority
- Incorporate innovative, leading-edge technology, displays and methods that reflect best practices in public-space advertising
- Enhance the overall passenger experience at the Airport
- Provide an advertising program that is complementary to the Terminal design and reflective of Omaha
- Provide excellent customer service to Airport advertisers
- Provide opportunities to national, regional and local businesses to advertise at the Airport
- 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 an advertising 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.

3.2 Historical Airport Data

Enplanement and Concession Sales Statistics

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

Advertising concession sales from CY2023 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.

3.3 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 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. Assigned Locations should be available for installation by the Summer or Fall of 2026. Figure 3 includes a layout of the modernized Terminal.



Figure 3 - Modernized Terminal Plan

3.4 Request for Proposals Overview

A. General Requirements

Advertising Concession Opportunity

This RFP offers the opportunity to design, construct, operate, and manage an advertising 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 advertising concession opportunity to be included in the Lease Agreement is described in **Section 4, Description of Advertising Concession Opportunity**. The Authority reserves the right to modify the space and locations allocated advertising concession at its sole discretion.

In addition to the Assigned Locations, the Selected Proposer will be allocated support space in the Terminal. This space is listed in **Section 4, Description of Advertising Concession Opportunity**.

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. Capital Investment and Development

The Selected Proposer is responsible for the design, fabrication, and installation of advertising displays for the Assigned Locations for the advertising concession. The Authority will provide some utility access for the Assigned Locations.

The Selected Proposer will design, fabricate, install, and maintain the advertising displays in the Assigned Locations at their sole cost in accordance with the Tenant Design Guidelines issued by the Authority and updated from time to time, located at: www.FlyOMA.com/Concessions.

The Selected Proposer shall invest a minimum of:

- \$300,000 for the initial design, fabrication, and installation of the advertising displays for the Assigned Locations identified in this RFP. (This minimum investment amount does not represent an actual expected cost to design, fabricate, and install advertising displays at 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 Assigned Locations 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, repainting, and replacing of displays 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 advertising concession operations.
- All costs and expenses necessary to maintain the advertising concession in an attractive and "Opening Day" condition.

Prior to construction, the Selected Proposer must comply with all plan, design, and schedule submittal requirements as outlined in the Tenant Design Guidelines and obtain Authority approval of advertising display

designs and finish materials for all Assigned Locations. 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 and locations of the Assigned Locations, 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 design and installation of the advertising displays in the Assigned Locations. The Authority shall not make any adjustments to any financial terms or design, fabrication, or installation requirements after the Lease Agreement award and a failure by any Proposer to not field verify and fully understand the circumstances surrounding the concession development and the capital investment required shall not constitute grounds for changing any of the terms of the Lease Agreement to be awarded.

C. 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, 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.

D. Summary of Business Terms

Term

The Term of the Lease Agreement to be awarded shall commence on the Commencement Date (the later of (i) the date on which the Central Pavilion opens for Business to the public, which is estimated to be November/December 2026, or (ii) the Date of Beneficial Occupancy) 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 and First Calendar Year during which only Percentage Rent will be payable. One-twelfth of the MAG (or prorated MAG, as appropriate) will be paid on the first of

every month and any Percentage Rent due above the monthly payment of the MAG will be reported and paid by the twelfth (12th) of each month for the preceding month. The Authority has established the MAG for the Second Calendar Year of the Lease Agreement, which is not negotiable.

- The MAG for the advertising concession is set at Five Hundred Seventy-Five Thousand Dollars (\$575,000) for the Second Calendar Year of the Lease Agreement.

For the third 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 Second 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 or that increases with sales volume, i.e., tiered rent structure. 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.

Utilities

The Authority shall provide heating and air conditioning in the Terminal and Customer Service Building to keep the Terminal and Customer Service Building 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**.

The Authority shall provide utilities as noted in Section 4.1 of this RFP 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 advertising concession shall be verified by the Selected Proposer.

E. Customer Service

The Selected Proposer shall make customer service to all advertisers a priority, providing concern for the customer's time, and good value for advertising expenditures, and encouraging future advertising at the

Airport. The Selected Proposer will promote and market opportunities to advertise at the Airport online through its own website as well as a link to the Airport's website, including the various types of displays and contact information to facilitate the advertising process

F. Special Conditions

Airport Environment

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

- Advertising displays must be designed to withstand passenger activity at the airport, including luggage transported through the Terminal and other travel and mobility accessories, such as strollers and wheelchairs.
- Advertising displays must contain content 365 days a year, without exception. Concessionaire must provide sales, management, and maintenance staff at the appropriate level to facilitate clean and maintained displays in the Assigned Locations with a continuous display of content, either sold to an advertiser or allocated to the Authority to promote the Airport and Omaha.
- All employees at the airport must pass a background check and obtain an Airport security identification badge for access to secured areas. All employees working at the Airport are subject to aviation worker screening or TSA checkpoint screening, as appropriate.
- Deliveries to the Terminal must be made at designated delivery locations in accordance with Authority delivery policies and times. Deliveries and advertising display installations 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 and Customer Service Building are a non-smoking facilities.

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 brand, product, service or otherwise, with any other Proposer that may submit a Proposal in response to this Advertising Concession RFP or any other Airport concession RFP issued by the Authority. The following are excluded from this provision:

- Exclusive joint venture partnerships
- Exclusive 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 ADVERTISING CONCESSION OPPORTUNITY

4.1 Advertising Program Description

The following are the minimum requirements that the Selected Proposer must provide for the advertising concession. Proposers should provide an advertising program and displays that meet or exceed the proposed descriptions provided in this RFP, including:

- Displays in the required Assigned Locations listed in the Advertising Concession Table below
- High quality, attractive advertising displays that are complementary to the respective Terminal and Customer Service Building architecture
- Advertising displays that are offered at a competitive rate that is attractive to local, regional, and national advertisers
- Charging ports to include at a minimum electrical outlets, Micro-USB, and USB-C for any charging displays
- Ideas to utilize optional provisional location or enhance locations (e.g. providing additional digital displays), if applicable

| Advertising Concession | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------------------------|------------------------------------|
| Lease Term: Shall commence on the Commencement Date (the later of (i) the date on which the Central Pavilion opens for Business to the public, which is estimated to be November/December 2026, or (ii) the Date of Beneficial Occupancy) and continue until the last day of the month in which the tenth anniversary of the Commencement Date occurs, unless terminated earlier (as specified in Lease Agreement) | | | |
| Second Calendar Year Minimum Annual Guarantee (MAG): \$575,000 | | | |
| Minimum Initial Capital Investment: Advertising Concession Displays - \$300,000 | | | |
| Minimum Midterm Reinvestment: No later than June 30, 2032; 15 percent of Initial Investment Amount | | | |
| Assigned Locations | | | |
| Display No. | Location | Display Type / Approximate Size | Target Occupancy Date ¹ |
| Pre-Security – Level 2 | | | |
| PS-1 | Escalator bulkhead leading to baggage claim | Digital advertisement (sized to fit bulkhead) | Aug. 3, 2026 |
| PS-2 | Escalator bulkhead leading to baggage claim | Digital advertisement (sized to fit bulkhead) | Aug. 3, 2026 |
| PS-3 | Back of FIDS | Tension fabric display, non-illuminated; sized to fit back of FIDS | Aug. 3, 2026 |

| | | | |
|-------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| PS-4 | Back of FIDS | Tension fabric display, non-illuminated; sized to fit back of FIDS | Aug. 3, 2026 |
| PS-5 | Checkpoint queuing area - South wall | Tension fabric display – illuminated / approx. 16' X 6' | Aug. 3, 2026 |
| Pre-Security – Baggage Claim | | | |
| BC-1 | Carousel | Vertical digital display-column | June 3, 2027 |
| BC-2 | Carousel | Vertical digital display-column | June 3, 2027 |
| BC-3, BC-3A | Carousel | Vertical digital display-column | Aug. 3, 2026 |
| BC-4, BC-4A | Carousel | Vertical digital display-column | Aug. 3, 2026 |
| BC-5, BC-5A | Carousel | Vertical digital display-column | June 3, 2027 |
| BC-6 | Carousel | Vertical digital display-column | June 3, 2027 |
| BC-7 | Back wall | Tension fabric displays (non-illuminated) with locally-themed back wall (by Advertising Concessionaire); no electrical connection in this location | June 3, 2027 |
| BC-8 | Back wall | Tension fabric displays (non-illuminated) with locally-themed back wall (by Advertising Concessionaire); no electrical connection in this location | Aug. 3, 2026 (<i>may need to be phased</i>) |
| Central Pavilion | | | |
| CP-1 | Arrivals exit wall | Tension fabric display – illuminated | Aug. 3, 2026 |
| CP-2 | Escalator bulkhead leading to baggage claim | Multimedia display (digital+) | Aug. 3, 2026 |
| CP-3 | Arrivals exit portal | Wall wrap / approx. 15' X 6' | Aug. 3, 2026 |
| North Concourse | | | |
| NC-1 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | Aug. 3, 2026 |
| NC-2 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | Aug. 3, 2026 |
| NC-3 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | Aug. 3, 2026 |

| | | | |
|----------------------------------|------------------------------------------------------------|---------------------------------------------------------|--------------|
| NC-4 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | Aug. 3, 2026 |
| NC-5 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 3, 2027 |
| NC-6 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 3, 2027 |
| South Concourse | | | |
| SC-1 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 1, 2026 |
| SC-2 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 1, 2026 |
| SC-3 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 1, 2026 |
| SC-4 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 1, 2026 |
| SC-5 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 1, 2026 |
| SC-6 | Restroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 1, 2026 |
| SC-7 | Soffit over corridor | Wall wrap | June 1, 2026 |
| SC-8 | Soffit over corridor | Wall wrap | June 3, 2027 |
| SC-9 | Holdroom wall | Tension fabric display – illuminated / approx. 16' X 6' | June 3, 2027 |
| SC-10 | Column – end of South Concourse | Column wrap ² | June 3, 2027 |
| SC-11 | Column – end of South Concourse | Column wrap ² | June 3, 2027 |
| SC-12 | Column – end of South Concourse | Column wrap ² | June 3, 2027 |
| SC-13 | Column – end of South Concourse | Column wrap ² | June 3, 2027 |
| SC-14 | Wall | Tension fabric display – illuminated | June 3, 2027 |
| SC-15 | Wall | Tension fabric display – illuminated | June 3, 2027 |
| Customer Service Building | | | |
| CS-1 | Elevator lobby wall (3 rd floor) | Wall wrap (seasonal/event-based) ² | July 1, 2026 |
| CS-2 | Elevator lobby wall (2 nd floor) | Wall wrap (seasonal/event-based) ² | July 1, 2026 |
| CS-3 | Restroom wall | Tension fabric display/wall wrap | July 1, 2026 |
| CS-4 | Escalator (3 rd floor to 2 nd floor) | Wall wrap | July 1, 2026 |
| CS-5 | Escalator (2 nd floor to 1 st floor) | Wall wrap | July 1, 2026 |

| | | | |
|---------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|------------------------------|
| CS-6 | Elevator lobby wall (2 nd floor) | Wall wrap (seasonal/event-based) ² | July 1, 2026 |
| CS-7 | Elevator lobby wall (2 nd floor) | Wall wrap (seasonal/event-based) ² | July 1, 2026 |
| CS-8 | Elevator lobby wall (2 nd floor) | Wall wrap (seasonal/event-based) ² | July 1, 2026 |
| CS-9 | Connector walkway | Glass clings (seasonal/event-based) ² | July 1, 2026 |
| Optional Additional Location | | | |
| SC-2221 | Provisional Space | To be proposed | Aug. 3, 2026 |
| Advertising Concession –Support Space | | | |
| Lease Term: Coterminous with Advertising Concession Lease Agreement | | | |
| Unit No. | Sq. Ft. | Additional Information | Target Occupancy Date |
| SC-1211 | 126 | South Concourse– Level 1 | June 2027 |

¹ All units with a Target Occupancy Date of August 3, 2026 shall open for business to the public coincident with the opening of the new centralized security screening checkpoint.

² Locations are available on an ad hoc/special campaign/seasonal basis (e.g. 45-60 days) with prior OAA approval.

The Advertising Concession Plan is included as **Exhibit C**.

Provisional Location (Optional)

An additional provisional location (SC-2221), subject to a Selected Proposer’s creative proposal, may be allocated in the Authority’s sole discretion (see Exhibit C.1). The SC-2221 space is approximately 59 feet by 32 feet in a highly visible location in the South Concourse, adjacent to restrooms and holdrooms. The Authority will consider up to two viable alternatives for this space from each Proposer. Proposed uses may be permanent / fixed displays/exhibits or rotating displays (e.g., a shorter duration), as defined by the Proposer. Proposers should provide options that enhance the passenger experience, provide additional local or regional character at the Airport, support local or regional initiatives or businesses that are interested in having a presence at the Airport, and/or increase advertising revenue. Any investment made in this space will not be counted toward the minimum capital investment requirement and will be considered as a separate investment amount. Any special considerations related to the proposed option(s) should be listed in the Proposal (e.g., minimum length of duration for the display, alternative percentage rent, etc.).

Additional Locations

The Selected Proposer may at any time request that the Chief Financial Officer approve an additional advertising display location (“Additional Location”). The type of advertising displays installed by the Selected Proposer in an Additional Location shall be only those display types approved for the Assigned Locations unless otherwise approved in writing by the Chief Financial Officer. An Additional Location approved for use on a permanent basis shall, upon approval by the Chief Financial Officer, automatically be deemed to be incorporated into the Assigned Locations. Additional Locations approved for use on a temporary basis by the

Chief Financial Officer, shall be removed and any necessary restoration of the surrounding Terminal area complete, by the deadline set by the Chief Financial Officer.

Proposers must be aware that due to security issues, construction, and ongoing improvements to the Terminal or Customer Service Building, there may be changes in any of the Assigned Locations at any time, and Proposers agree, by the submission of a Proposal, their acceptance of these potential changes as a condition of operating at the Airport.

Advertising Concession Opportunities

Opportunities to advertise at the Airport must be available to all businesses, regardless of their location. All advertisement content must be approved in advance by the Chief Financial Officer. Advertising of alcoholic products must comply with both federal and state regulations and ensure that content is truthful, does not target minors, and adheres to specific content and placement rules set by the Nebraska Liquor Control Commission.

Prohibited Advertising Content

The following content must not be included in any advertising displays at the Airport:

- Advertisements promoting illegal activities, including the sale or use of illegal drugs.
- Content depicting graphic violence, gore, or promoting hatred, bigotry, or intolerance toward any group or individual.
- Advertisements that are socially divisive or political.
- Advertisements that are obscene, vulgar, profane, scatological, or contain nudity that is considered offensive or inappropriate for a captive audience including children.
- Advertisements for cigarettes, tobacco, electronic cigarettes, weapons, firearms, ammunition, or fireworks.
- Advertisements that may create conflicts with Airport exclusivity agreements, such as advertisements for competing airlines.
- Other content as may be determined inappropriate in the Authority's sole discretion.

Authority's Right to Display Information

The Authority shall have the right to provide advertising content as follows, which must be incorporated into the advertising program at the Selected Proposer's expense:

- Digital advertisements promoting the Airport, Omaha, Nebraska, or the region. Selected Proposer shall propose the amount of time that will be allocated for Authority use.
- Static advertisement that can be used in unsold displays.

Utilities

For all Assigned Locations that require electrical power, the Authority will be responsible for the payment of the costs of the electrical service, but the Selected Proposer will be responsible for the costs of providing all required connections to the power source. Connection points for data service will be provided by the Authority at all Assigned Locations designated for digital or multimedia displays.

4.2 Office and Storage Space Rental

Storage space as listed in this Section 4.1 above will be assigned for use by the Selected Proposer as part of the Leased Premises. The Selected Proposer may be able to lease additional storage and/or 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 CFO 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 | October 9, 2025 |
| Pre-Proposal Conference Registration Deadline | October 16, 2025 |
| Pre-Proposal Conference and Terminal Tour | October 23 ,2025 |
| RFP Question Deadline | October 29, 2025 |
| Proposal Deadline | December 11, 2025, 2:00 p.m. CT |
| Proposer Interviews, if necessary | January 21, 2026 |
| Notice of Intent to Award | February 2026 |
| Concession Agreement Signed by Selected Proposer | February 2026 |
| Concession Agreement Signed by Authority | February 2026 |
| Advertising Installations | Summer/Fall 2026 |
| Initial Advertising Installations Complete ¹ | Late 2026/Early 2027 |

¹ Installations will be phased according to terminal construction. Final installations will be in 2028.

5.1 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.

5.2 Pre-Proposal Conference

A Pre-Proposal Conference and tour of the terminal will be held on October 23, 2025, beginning at 10:00 a.m. Central Time. Proposers shall complete and submit the Pre-Proposal Conference Registration Form included in **Appendix H** to express their intent to attend the pre-proposal conference by October 16, 2025. The purpose of this meeting is for the Authority to discuss the requirements and objectives of the Advertising Concession RFP, review the future terminal (TMP) and advertising concession plan, tour the terminal (currently under construction), and answer any questions.

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.

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

5.3 Procurement Contact

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

Ms. Steph Gaston
Omaha Airport Authority
1519 E Hartman Ct.
Omaha, Nebraska 68110
ConcessionsRFP@flyoma.com

5.4 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.

5.5 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.

5.6 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 advertising 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.

5.7 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
- Advertising Program Development
- Design, Materials, and Capital Investment
- Management and Staffing
- Operations, Maintenance, and Environmental Sustainability
- Financial Projections and Financial Offer
- 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.

5.8 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.

5.9 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 five (5) years' of successful and relevant experience in the last six years (2019-2024) in the marketing, fabrication, installation, and maintenance of advertising displays, and in the selling of advertising and management of advertising concessions in airports or other high-traffic public facilities, such as shopping centers, casinos, and train stations, generating at least

\$1,000,000 in average annual gross receipts per program. 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 or other venue name and location), annual advertising sales and rent paid per program, number of displays by type of display, average number of advertiser per year per program (broken down by local versus national advertisers), and landlord contact information (phone number and email address). Such advertising concession operations must be of a similar or larger size, and scope to that being proposed for the Airport in terms of sales volume and number of displays.

- 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 or limited liability company, 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 advertising concession 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.

5.10 Financial Capability

Proposers must have the financial resources necessary to undertake the requirements of the proposed advertising concession design, fabrication, installation, maintenance, 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

6.1 Instructions for Submitting Proposal

6.2 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 ("Advertising Concession 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; list of advertising displays and monthly rates; drawings and descriptions of advertising displays, 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 December 11, 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 along with the Excel version of the pro forma, 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 Financial 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.

6.3 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 (Advertising Concession RFP)
- 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
- 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.

6.4 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 airports and/or other high-traffic public or transportation locations (such as train stations, shopping centers, casinos) where the company does business, number of contracts/leases held, and advertising sales volume.
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 or facility name and location and the following data per location: annual gross sales for the last six years (2019-2024); annual passengers (or visitor volume in the case of a shopping center or casino) for those years; number of advertising displays by type; percentage of displays sold annually; 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 installations and refurbishments, if applicable); average number of advertisers split between local and national businesses, 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, and 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 of each separate legal entity comprising the Proposer, or (b) any member, partner, or controlling shareholder of the Proposer has been, is currently or is anticipated to be, involved in 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:** Balance sheet and income statements for the last two (2) fiscal years prepared in by a CPA in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the entity 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.
- **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, directors, and managers 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.

6.5 RFP Section 3 – Advertising Program Development

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

Advertising Program Goals and Objectives

- Offer creative and innovative advertising display options 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 a description of how the Proposer will meet the minimum requirements described in **Section 4**,

Description of Advertising Concession Opportunity

- Describe why the Proposer’s advertising programs are superior to others in the market
- Describe the analysis conducted to determine the target markets and advertisers
- Provide the advertising rates to be charged for each type of display (and location, if applicable)
- Describe the proposed advertising opportunities, including a description of the digital advertising and potential Airport-wide campaigns
- Define the advertising opportunities that will be allocated to the Authority, including the amount of time allotted on digital displays and their respective locations
- Describe the potential for additional advertising opportunities during special events in the local area, including potential space requirements to accommodate these opportunities
- Describe the possible use for optional provisional location identified in **Exhibit C.1**, if any

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

The Selected Proposer will be responsible for the design, fabrication, and installation of the advertising displays in the Assigned Locations throughout the Term of the Lease Agreement to be awarded. The Authority will provide utility access as described in the Tenant Design Guidelines.

Proposers shall submit in this section the designs and materials proposed for each display (or display type if they will be similar in different areas of the Terminal and/or Customer Service Building), providing enough detail so that the evaluation committee can evaluate the design and quality of the displays proposed:

- Preliminary renderings of the proposed displays that are representative illustrations of the design and sufficient to show the display design, dimensions, proposed color schemes, and any associated graphics. In the case where a Proposer intends to virtually duplicate an existing display or exhibit that the Proposer has developed elsewhere, the Proposer may substitute pictures or photographs from an existing program for the renderings.
- Preliminary plan and renderings of the proposed displays and backwall designs proposed for Assigned Locations BC-7 and BC-8. Be specific regarding the number and size of each display to be included in these Assigned Locations.
- Proposed use, if any, for any of the optional provisional location identified in **Exhibit C.1**.
- A floor plan must be provided that confirms the locations for each display in the Terminal and Customer Service Building. Indicate the dimensions, weight, and data and power requirements for each display.
- It is the Proposer's responsibility to ensure that the designs of the advertising displays comply 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) Digital display specifications
 - 2) Materials used by type of display
 - 3) Methods and hardware to be used for installations
 - 4) Information regarding environmental sustainability considerations planned for the advertising concession, such as materials procurement and the use of sustainable, renewable, recycled, and/or locally-sourced materials.

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; displays and equipment; and design and installation costs.
- Estimated working capital
- Sources of funding

Prior to any construction, the Selected Proposer must comply with all plans and 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 Assigned Locations, 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 installation of the advertising concession. 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 advertising program development and the capital investment required will not constitute grounds for changing any of the terms of the Lease Agreement to be awarded.

6.7 RFP Section 5 – Management, Staffing, Training, and Incentives

In this section, Proposer shall demonstrate the ability to effectively operate and manage an advertising concession, which also includes quality leadership and levels of staffing to promote and support advertising sales and provide timely, high quality customer service. Proposers must demonstrate a commitment to a reliable, safe, and clean, advertising program, as well as a proactive and consistent approach to maintaining and preserving the advertising displays in ‘opening day’ condition.

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

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 management, sales staff, and 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., regional management, sales staff, customer service staff, and maintenance personnel) and their responsibilities.
- Experience, qualifications, and number of proposed personnel to be assigned to the Airport account, including sales staff, technology personnel, and on-site/local staff responsible for advertising display installation, maintenance, and repair.
- Resumes and office locations for the proposed General Manager and/or Regional Manager, lead sales representative, point of contact for Airport management and local advertisers, or any other key management staff (as appropriate). The General or Regional Manager should have relevant experience, preferably five (5) or more years, managing advertising contracts at airports similar in size or larger than Eppler Airfield or comparable programs at non-airport facilities, such as train stations, shopping centers, or casinos.
- 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 monthly and annual management reports used at an existing airport (or other) location showing advertising sales by display type and customer as well as performance data, such as year-over-year sales and percentage of display units sold by type and location.
- Description of sales and management procedures to service both local/regional and national accounts.
- Description of the system that will be used to track advertising campaigns and sales by display and advertiser.
- Procedures for handling advertiser or other complaints.

5.2 Training and Incentive Programs

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

- A description of customer sales and service training and any recurrent training programs in sufficient detail by employee classification.
- Monitoring procedures to ensure that staff are achieving sales goals and providing high-quality service.
- A brief description of the proposed employee incentives, employee recognition, retention initiatives, and motivational programs that will be initiated to monitor, measure, and promote proposed methods for maintaining high employee morale and ensuring high levels of customer service.
- Any corporate incentives to promote sales and high-quality service at the Airport.

By submitting a Proposal, Proposer acknowledges the Authority's ability to periodically review and audit the Proposer's training and incentive program compliance records by employee.

6.8 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 ongoing maintenance and repair of the advertising displays and associated technology, including but not limited to:

- Plan and procedures for deliveries to the Terminal, Customer Service Building, and Assigned Locations
- Plan for ongoing maintenance and repair of the advertising displays and associated technology, including any redundancy for the digital advertisement system
- 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 displays in the Assigned Locations for functionality, 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
- Plan and procedures for replacing advertisements, as needed, in Assigned Locations

- Confirmation that a representative of the Selected Proposer will be available 24 hours per day to resolve any issues pertaining to the advertising concession and will be available to meet with representatives of Authority at the Airport at or virtually at designated times or within one hour after being called regarding an emergency situation

6.2 Environmental Sustainability

- Provide information about the environmental sustainability practices planned for the advertising concession program.
- Provide detail about potential procurement and/or sourcing of goods or services from local/regional, small, and/or disadvantaged businesses.

6.9 RFP Section 7 – Design and Installation Schedule

Under this tab, Proposer shall provide a draft schedule that Proposer, if selected, 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 timeline demonstrating the efficient installation of the advertising displays prior to the Terminal opening to enable testing and confirmation of all operations prior to opening day. At a minimum, the draft schedule shall include:

- Proposer’s procedures for coordinating the design, fabrication, and installation of the displays in the Assigned Locations
- General schedule for design, approvals, fabrication, and installation to meet the planned opening date for the different sections of the Terminal based on the tentative turnover dates of the Leased Premises beginning in the Summer/Fall 2026.
- A detailed fabrication and installation schedule with key milestones and the date each milestone shall be completed
- Timeline for hiring, badging, and training employees, as needed
- Proposer shall show the time required between completion of installation and display operations, as needed, allowing for coordination of data connections and advertising uploads

6.10 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 type of display

- 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 advertising program.

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

The Authority has established the MAG for the Second Calendar Year, which is not negotiable. The Second Calendar Year MAG is included in the Financial Offer Form in **Appendix B**. For the third 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 Second 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 (12th) of each month for the preceding month. During the First Partial Year, if any, and the First Calendar Year, 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.

6.11 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 advertising concession.

- Identify the target markets for the advertising program.
- Describe the metrics to be used to evaluate the success of each advertising display and the advertising program in its entirety.

- Describe promotions that you plan to implement to attract local, regional, and national advertisers. Indicate if promotions implemented at other airport locations will be implemented at the Airport.
- Provide an example of a and advertising marketing campaign used at another airport similar to that proposed for the Airport. Include website information.
- Describe your corporate sales and customer service philosophy. Identify how that philosophy will be applied at the Airport.
- Provide a detailed plan and schedule describing how Proposer would work with the incumbent advertising concessionaire to transition existing advertisers, as needed, into the new advertising concession program to be provided under the Lease Agreement, with key milestones and date each milestone shall be completed. Include a plan to preserve, to the greatest extent possible, the revenue received by the Authority from the advertising concession through a seamless transition of advertisers. Note that the existing advertising concession agreement will be on a month-to-month basis with existing advertising location, as possible, until the Target Occupancy Dates at which point the advertising concession will transition to the Selected Proposer.
- Describe your approach to providing assistance to advertisers with regard to advertisement placement, content, and fabrication, including related costs. Describe any discounts, if applicable, provided to advertisers for longer commitments, multiple locations, etc.
- Describe your customer service plan for the Airport in terms of the following:
 - Procedures for handling complaints
 - Monitoring procedures to ensure advertisements are executed and operating as sold

6.12 RFP Section 10 – 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 twenty-five thousand dollars (\$25,000). 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.

6.13 RFP Section 12 – Acknowledgement of Addenda

The Proposer must complete and submit a fully executed copy of **Appendix F**, 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 non-responsive. Failure of any Proposer to review any addendum will not relieve them from any obligation contained therein.

6.14 RFP Section 13 – Certification and Execution

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

7. SOLICITATION PROVISIONS

7.1 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.

7.2 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.

7.3 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 CFO.
3. The turnover date for the Assigned Locations shall begin in the Summer/Fall 2026. The Selected Proposers should be prepared to start installations according to the tentative dates included in Section 4 of this RFP.
4. A final installation plan for the Assigned Locations 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, Assigned Locations shall be made available to the Selected Proposer for installations according to the timing noted above and upon the Authority's written approval of the Selected Proposer's designs and installation plans.
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

8.1 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. 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 Ms. 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 with "Request for Clarification – Advertising Concession RFP" in the subject line by October 29, 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 F** of this RFP in their proposal.

8.2 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 **Appendix 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
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

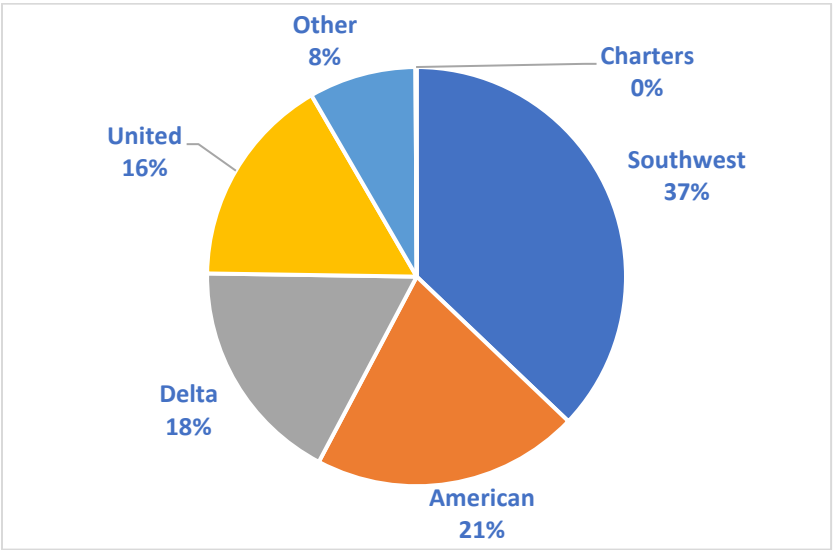
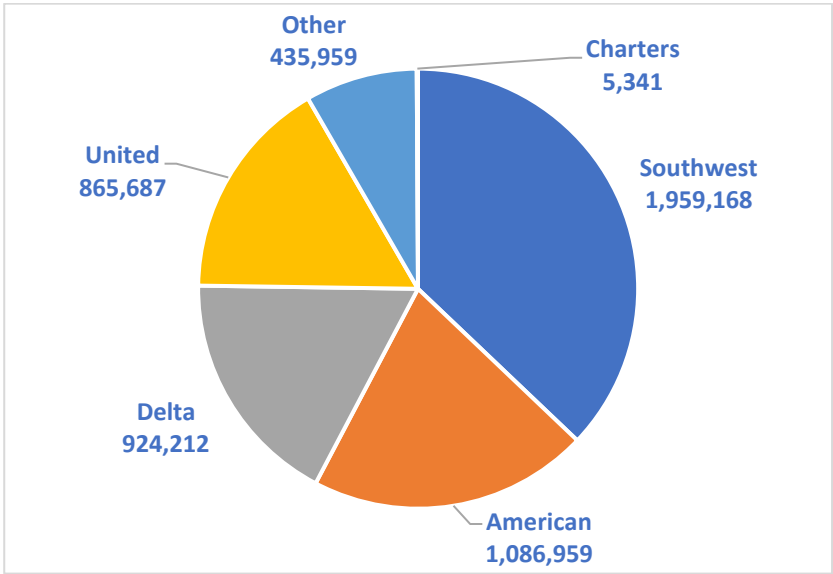
9. EXHIBITS

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

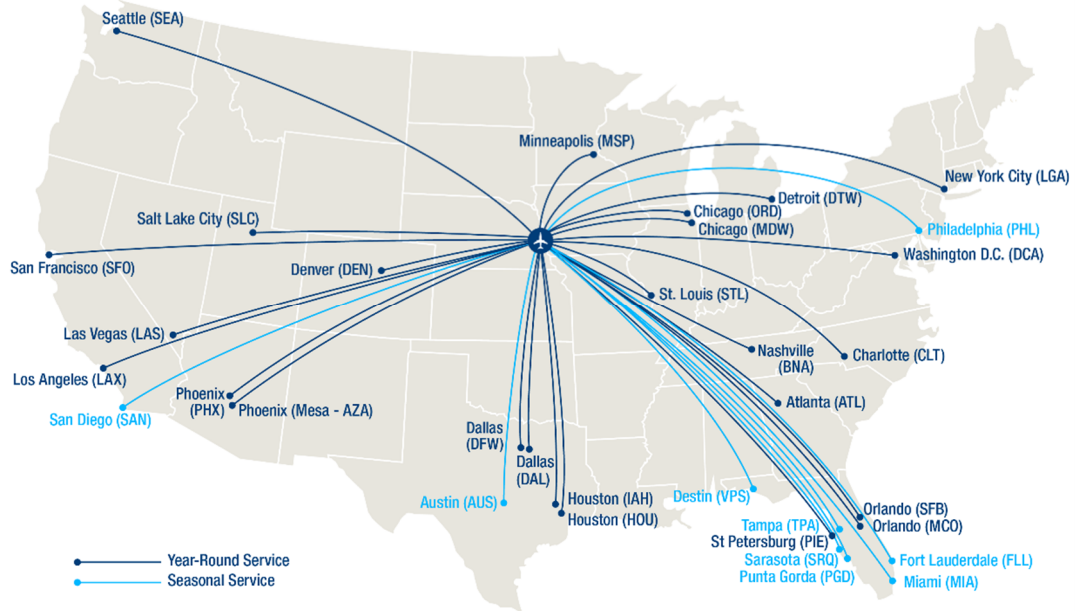


EXHIBIT B: Advertising Concession Sales 2023-2024**ADVERTISING SALES BY DISPLAY TYPE**

| Display Type | 2023 | Percent of Total | 2024 | Percent of Total |
|-------------------------|-------------|------------------|-----------|------------------|
| Banner | \$0 | 0.0% | \$2,500 | 0.3% |
| Column Wrap | \$42,160 | 3.4% | \$26,404 | 2.8% |
| Floor Exhibit | \$38,757 | 3.1% | \$8,673 | 0.9% |
| LCD Screen | \$145,098 | 11.7% | \$131,064 | 13.8% |
| Backlit TFD | \$145,239 | 11.7% | \$154,596 | 16.2% |
| Specialty Media Display | \$8,650 | 0.7% | \$6,939 | 0.7% |
| TFD | \$399,692 | 32.1% | \$355,461 | 37.3% |
| LED Screen | \$30,767 | 2.5% | \$267,146 | 28.0% |
| Video Wall | \$433,096 | 34.8% | \$0 | 0.0% |
| Total | \$1,243,459 | 100.0% | \$952,783 | 100.0% |

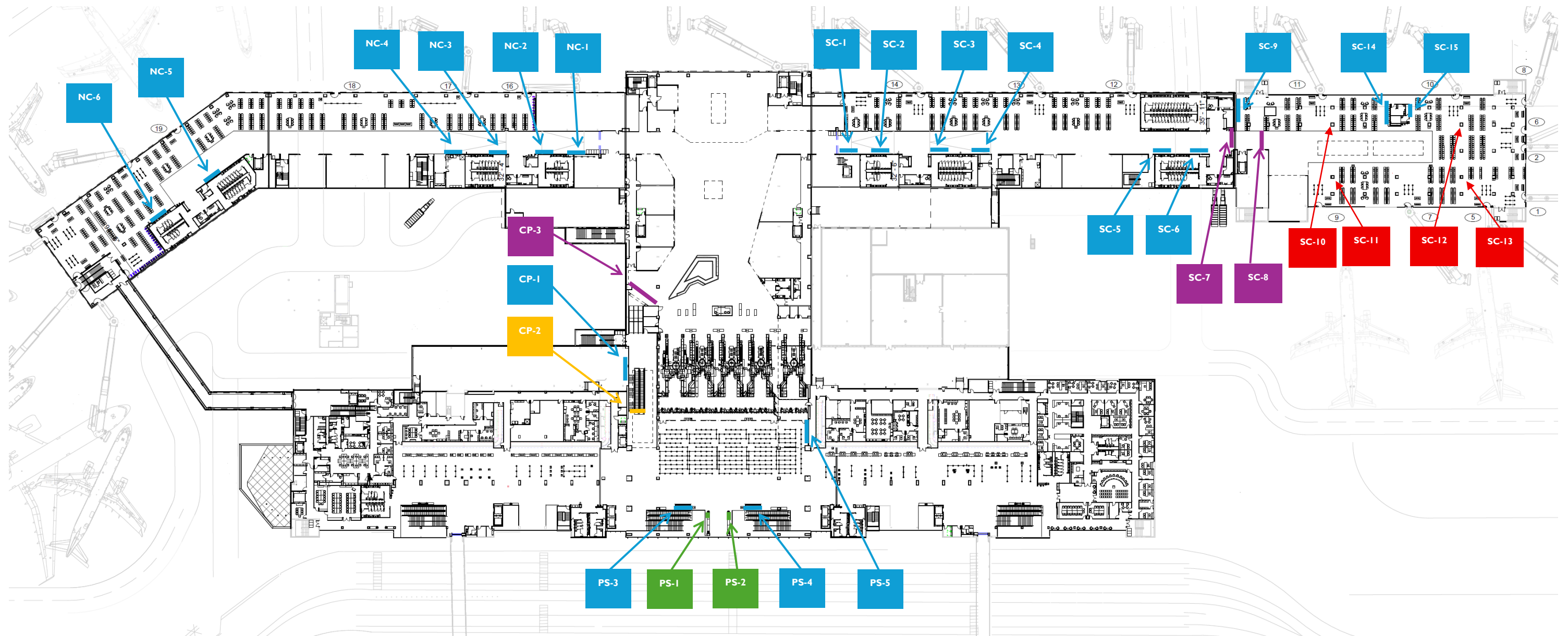
ADVERTISING SALES BY LOCATION

| Location | 2023 | Percent of Total | 2024 | Percent of Total |
|-----------------|-------------|------------------|-----------|------------------|
| North Bag Claim | \$214,658 | 17.3% | \$188,475 | 19.8% |
| North Concourse | \$410,987 | 33.1% | \$287,917 | 30.2% |
| South Bag Claim | \$204,832 | 16.5% | \$188,475 | 19.8% |
| South Concourse | \$412,982 | 33.2% | \$287,917 | 30.2% |
| Total | \$1,243,459 | 100.0% | \$952,783 | 100.0% |

ADVERTISING SALES PER PASSENGER

| Year | Passengers | Gross Sales | Sales per Passenger |
|------|------------|-------------|---------------------|
| 2023 | 5,026,639 | \$1,243,459 | \$0.25 |
| 2024 | 5,277,326 | \$952,783 | \$0.18 |

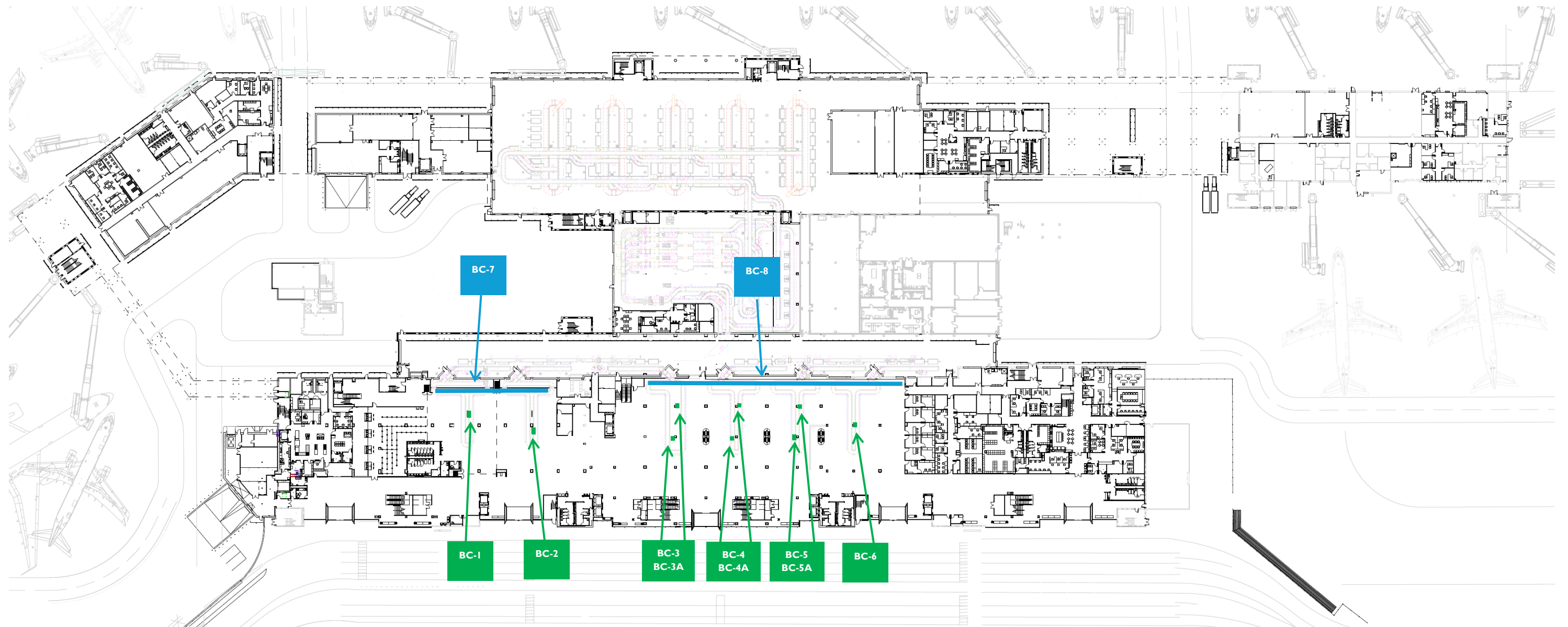
Exhibit C
Advertising Concession Plan
Terminal – Level 2



LEVEL 2

| Legend | |
|-------------------------------------------------------------------------------------------------------------------------|------------------------|
| | Tension fabric display |
| | Digital advertisement |
| | Multimedia |
| | Column wrap |
| | Wall wrap |
| | Glass cling |

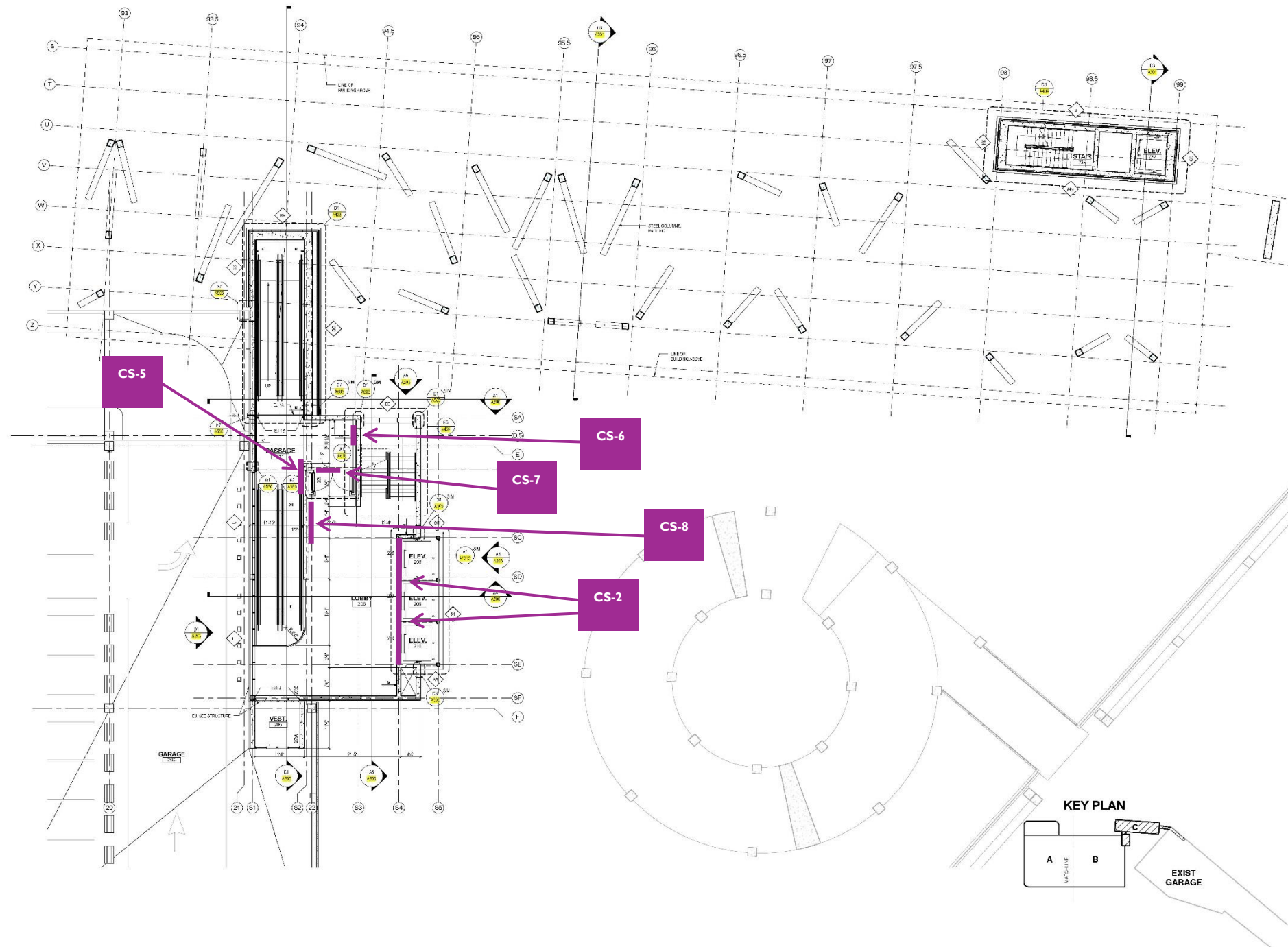
Exhibit C
Advertising Concession Plan
Terminal – Level 1



LEVEL 1

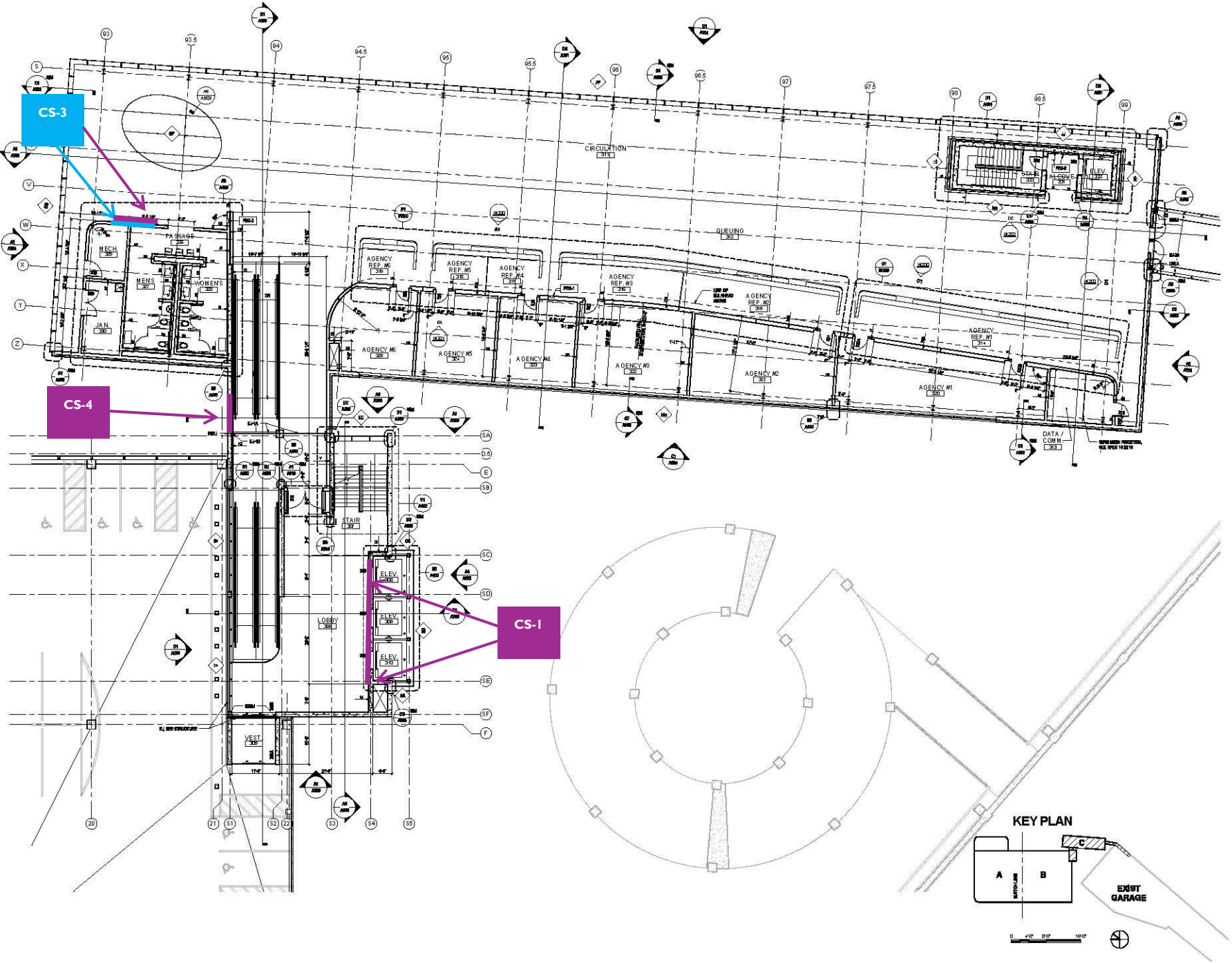
| Legend | |
|-------------------------------------------------------------------------------------------------------------------------|------------------------|
| | Tension fabric display |
| | Digital advertisement |
| | Multimedia |
| | Column wrap |
| | Wall wrap |
| | Glass cling |

Exhibit C
Advertising Concession Plan
Customer Service Building – Second Tier



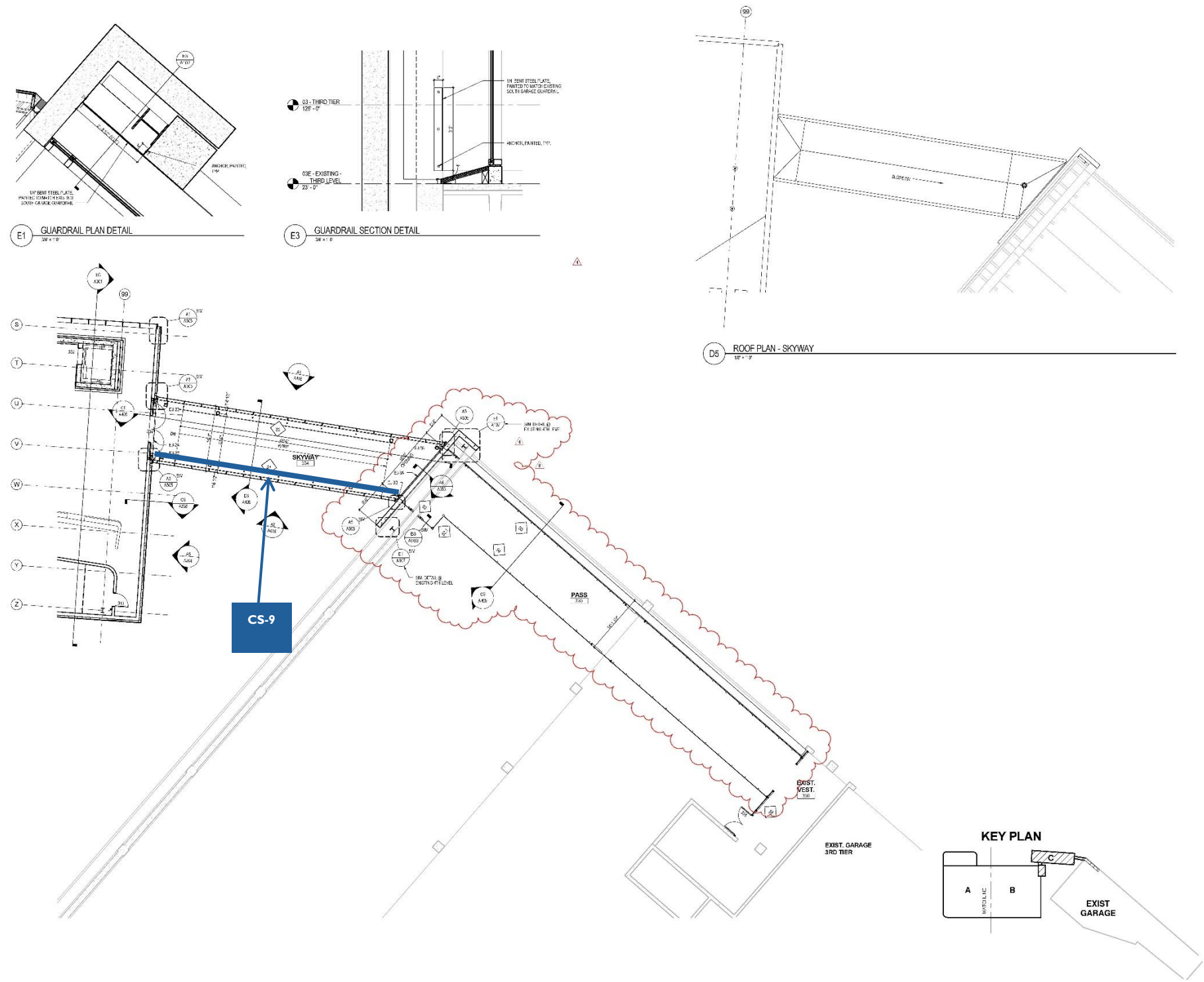
| Legend | |
|-------------------------------------------------------------------------------------------------------------------------|------------------------|
| | Tension fabric display |
| | Digital advertisement |
| | Multimedia |
| | Column wrap |
| | Wall wrap |
| | Glass cling |

Exhibit C
Advertising Concession Plan
Customer Service Building – Third Tier



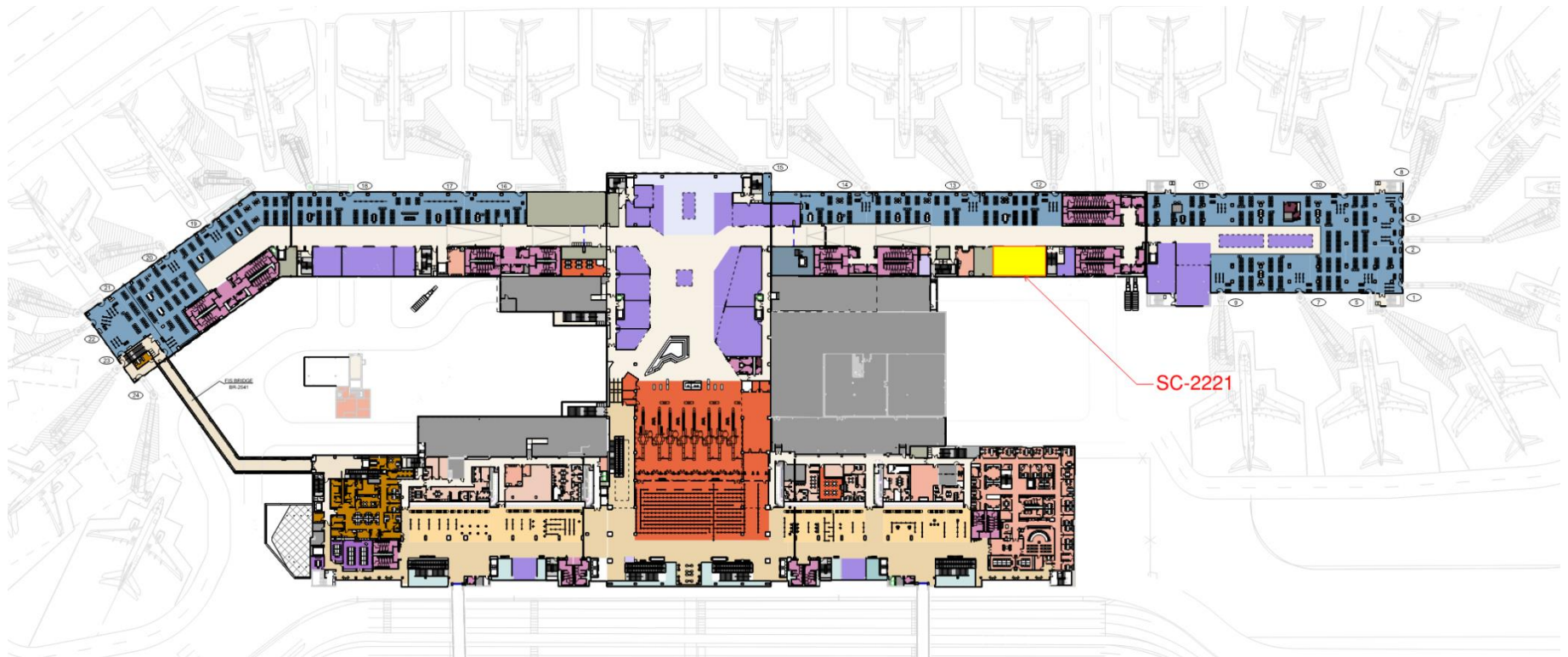
| Legend | |
|-------------|------------------------|
| <div></div> | Tension fabric display |
| <div></div> | Digital advertisement |
| <div></div> | Multimedia |
| <div></div> | Column wrap |
| <div></div> | Wall wrap |
| <div></div> | Glass cling |

Exhibit C
Advertising Concession Plan
Customer Service Building – SKYWAY



| Legend | |
|-------------|------------------------|
| <div></div> | Tension fabric display |
| <div></div> | Digital advertisement |
| <div></div> | Multimedia |
| <div></div> | Column wrap |
| <div></div> | Wall wrap |
| <div></div> | Glass cling |

EXHIBIT C.1: Optional Provisional Location



Unit: SC-2221

LEVEL 2

SC-2221 Dimensions: 59' X 32'

Shell Space Finishes:

- Paintable, drywall interior
- Exterior neutral frame
- Sealed concrete floor

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

APPENDIX B – FINANCIAL OFFER FORMS AND PRO FORMA TEMPLATE

APPENDIX B.1

Financial Offer Form – Advertising Concession

Proposer Name: _____

During each year of the Term of the Lease Agreement, for the right and privilege of designing, fabricating, installing, and maintaining advertising displays for the purpose of selling advertising and managing an advertising concession on 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 and First Calendar Year

During the First Partial Year (if any) through the First Calendar Year of the Term of the Lease Agreement, for the right and privilege of designing, fabricating, installing, and maintaining advertising displays for the purpose of selling advertising and managing an advertising concession on 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 Advertising Concession 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 Advertising Concession 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. Second Calendar Year Rent

During the Second Calendar Year of the Term of the Lease Agreement, for the right and privilege of designing, fabricating, installing, and maintaining advertising displays for the purpose of selling

advertising and managing an advertising concession on 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 Second Calendar Year Minimum Annual Guarantee will be Five Hundred Seventy-Five Thousand Dollars (\$575,000) 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. Third through Last Calendar Year and Last Partial Year Rent

During the Third Calendar Year and subsequent Calendar Years of the Term of the Lease Agreement, for the right and privilege of designing, fabricating, installing, and maintaining advertising displays for the purpose of selling advertising and managing an advertising concession on 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 Third 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 Second 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 Second 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:

Advertising Concession Pro Forma Template – APPENDIX B.2 Pro Forma Template.xlsx

Eppley Airfield
Pro Forma Statement
Advertising Concession

Proposer: Replace this text with Proposer's Name

PRO FORMA
(constant 2025 dollars)

| Please input data points for relevant years in the shaded cells with red text | | | | | | | | | | | | | Total |
|-------------------------------------------------------------------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--|------------|
| CALENDAR YEAR | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | | |
| ASSUMPTIONS USED | | | | | | | | | | | | | |
| Total Passengers ¹ | 887,581 | 5,431,993 | 5,540,633 | 5,651,446 | 5,764,475 | 5,879,764 | 5,997,359 | 6,117,307 | 6,239,653 | 6,364,446 | 5,409,779 | | 59,284,434 |
| Sales per Passenger | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| PROJECTIONS | | | | | | | | | | | | | |
| Gross Receipts (use as applicable) | | | | | | | | | | | | | |
| Advertising Sales | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Tension Fabric Displays | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Wall Wraps | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Multimedia Display | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Digital Displays | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Column Wraps | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Glass Clings | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Temporary Space | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Other Advertising Revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Total Gross Receipts | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Rent to Airport | | | | | | | | | | | | | |
| Minimum Annual Guarantee | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Percentage Rent | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Total Rent to Airport | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Gross Profit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Expenses | | | | | | | | | | | | | |
| Payroll | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Commissions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Sales and Marketing Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Installation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Digital Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Data Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Additional Storage Space Rent | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Cleaning and Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| General & Administrative | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Other Direct Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| EBITDA | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Interest, Depreciation, and Amortization | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Net Profit Before Taxes | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Total Capital Investment ² | | | | | | | | | | | | | \$ - |
| Total Initial Investment | | | | | | | | | | | | | \$ - |
| Total Midterm Investment ³ | | | | | | | | | | | | | \$ - |
| Midterm as a percent of total capital investment | | | | | | | | | | | | | -% |

Notes:

- (1) The passengers shown are projections provided solely for the purpose of this RFP. These forecasts are not guaranteed or meant to assure any future passenger level at the airport. While these passenger estimates will be used to determine a consistent measure for sales per passenger among the proposers, each proposer is responsible for independently developing their own projections. It should be noted that the passenger levels for 2026 assume a commencement date of November 1, but the actual commencement date may vary. Similarly, the passenger levels in 2036 assume a lease expiration of October 31, whereas the actual expiration date may differ depending on the lease commencement date.
- (2) The minimum acceptable investment is defined in the RFP. Proposer's proposed investment must equal or exceed this figure.
- (3) The midterm investment percent is defined in the RFP. Proposer's proposed midterm investment must equal or exceed this figure.

APPENDIX C – DRAFT LEASE AGREEMENT

SEE SEPARATE FILE WITH DRAFT LEASE AGREEMENT

(TO BE SEPARATELY POSTED TO WEBSITE AFTER RELEASE OF RFP)

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

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

☐ Determined that no potential conflict of interest exists.

☐ Determined a potential conflict of interest exists as follows:

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

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

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

Signature

Title

Printed Name

Date

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

Printed Name

Phone

APPENDIX E – CAPITAL INVESTMENT FORM

Proposers are required to submit their proposed capital investment and indicate the sources of funding to be used for **Leasehold Improvements** and working capital.

Proposer Name: _____

RFP Number/Name: _____

| Minimum Initial Capital Investment | Amount | Percent of Minimum Capital Investment |
|-------------------------------------------------|----------|---------------------------------------------|
| - Displays and Equipment | \$ _____ | _____ % |
| - Design and Installation | \$ _____ | _____ % |
| Total Initial Capital Investment ⁽¹⁾ | \$ _____ | 100% |

| Mid-Term Refurbishment | | |
|------------------------------------------------------------|----------|---------|
| - Minimum Mid-Term Refurbishment Investment ⁽²⁾ | \$ _____ | _____ % |

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

⁽¹⁾ Must meet the Minimum Initial Capital Investment requirement of \$300,000, as defined in the Lease Agreement.

⁽²⁾ Must be a minimum of fifteen percent (15.0%) of the Initial Capital Investment Amount, as defined in the Lease Agreement.

APPENDIX F – 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 G – PROHIBITION ON EXCLUSIVE SUB-CONCESSIONAIRE, PROSPECTIVE SUB-CONCESSIONAIRE, AND LOCAL OPERATOR/VENDOR FORM

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

Proposer and all proposed sub-concessionaires, 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, 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), 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, 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 H – PRE-PROPOSAL CONFERENCE REGISTRATION FORM

The Authority's Advertising Concession RFP's Pre-Proposal Conference will be held October 23, 2025 at 10:00 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 no later than October 16, 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

Select One: ____ Will Not Attend or ____ Will Attend: **Number in party** ____

Names of Pre-Proposal Conference Attendees:

Please email your completed form to:

Ms. Steph Gaston
ConcessionsRFP@FlyOMA.com

APPENDIX I – 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 advertising program operations since its inception? ___Yes ___No

If No, please explain:

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

___Yes ___No

If Yes, please explain:

3. Has any concession lease/contract of the Proposer or any affiliates ever been terminated prior to the expiration of the term? ___Yes ___No

If Yes, please explain:

Accuracy of Representations and Authorization

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

| | |
|-----------------------------------------------|---------------------|
| <hr/> | <hr/> |
| Company Name | Phone Number |
| <hr/> | <hr/> |
| Authorized Representative Signature | Email |
| <hr/> | <hr/> |
| Authorized Representative Name (print) | Date |
| <hr/> | |
| Authorized Representative Title | |