



REQUEST FOR PROPOSALS

DEVELOPMENT AND OPERATION OF

A FOOD & BEVERAGE CONCESSION

PRE-SECURITY (DEPARTURES)

INTERNATIONAL TERMINAL BUILDING

SANGSTER INTERNATIONAL AIRPORT

April 1, 2021

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EXECUTIVE SUMMARY

Sangster International Airport (“the Airport”) located in Montego Bay, Jamaica, is operated by MBJ Airports Limited (“MBJ”), whose shareholders are Desarrollo De Concesiones Aeroportuarias S. A. (DCA), owned by Grupo Aeroportuario del Pacifico (GAP) (Mexico) which has shares of 74.5%, and Vantage Airport Group (Canada) with shares of 25.5%. The Airport is operated through a Concession Agreement with the Airports Authority of Jamaica for thirty (30) years from 2003.

Jamaica, a major international tourist destination, is the third largest island and the largest English-speaking country in the Caribbean, recognized as the Caribbean’s Leading Destination from the World Travel Awards for the past twelve consecutive years. Tourism is vital to the economy of the island, supported by the Government through the Jamaica Tourist Board (“JTB”) which actively promotes and markets Jamaica throughout the world. * Travel and Tourism accounted (directly and indirectly) for some 32.8% of jobs within the Jamaican economy in 2019, with total contribution to GDP of 31.1% in 2019. Tourism also accounts for in excess of 70% of the island's foreign exchange earnings. The island benefits from a high passenger return of up to 40%.

The Airport is located in Montego Bay, Jamaica, the second largest city on the island, and is one of the largest, busiest and ultra-modern Airports in the Caribbean. Montego Bay is in the centre of the tourist area on the north coast, midway between Negril and Ocho Rios where 85% of all hotels in Jamaica are located. As such, the Airport serves not only as the primary gateway to Jamaica, facilitating the transit of more than 70% of tourists arriving on the island, but also as the most popular Airport for tourists visiting the north coast of Jamaica.

Total passenger numbers for the year 2019 was 4.766 million. Over 30 carriers, serving over 60 destinations, served the Airport in 2019. The Airport has two peak seasons, December-April and July-August. During these periods, aircraft movement on a daily basis averages 90 flights (inbound/outbound) per day and on peak days such as Saturdays, as much as 140 flights (inbound/outbound) per day. The Airport primarily serves a growing tourist market with 99% of passengers destined or originating from major international markets mainly: United States, Canada and Europe. MBJ is a destination Airport serving the leisure market, with an average dwell time on departure of 90 minutes and as much as three hours.

Visitors also utilize The Airport as their point of entry and connection to Kingston due to the greater availability of flights and in most instances, lower airfares. Historically, passenger arrivals comprise 49% and passenger departures comprise 51% of total traffic.

The Airports Council International (ACI) inducted the Airport into the Director General’s Roll of Excellence in 2014 as a result of the Airport’s rank in the top five Airports in the Caribbean and Latin American region in the Airport Service Quality Surveys (ASQ) for the previous five years. Joining only 21 other Airports on the Roll of Excellence, The Airport is one of six Airports worldwide so honoured in 2014. MBJ was also awarded 3rd place (Latin America & Caribbean) Airport Service Quality Award by Airport Council International 2014. Caribbean Journal named the Airport the Caribbean’s # 1 Airport for 2015 and World Travel Awards have recognized the Airport annually since 2009 as the Caribbean Leading Airport with the most recent in 2020. The Airport has also recently been recognized in the Conde Nast Travellers Readers’ Choice Awards – Best Airports in the World, being named in the Top Ten in the category.

The International Terminal Building is designed to accommodate a maximum of 1,500 passengers arriving and 1,500 passengers departing per peak hour. The expanded and more efficient terminal facility has enabled retailers and other service providers to achieve better capture rates and grow their business.

*World Travel & Tourism Council – Travel & Tourism, Economic Impact 2019, Jamaica

There are 115 businesses operating on the Airport, which provide jobs to approximately 7,500 badged Airport staff.

MBJ works to ensure that all Airport users experience the best level of Customer Service. Airport-wide customer service training delivered by MBJ has ensured a consistent level of quality service delivery. Overall satisfaction level has consistently rated above 4.10 since 2012 based on the Airports Council International – Airport Service Quality Annual Passenger Survey.

MBJ, as Airport operator, has invested a total of US\$230 million in the past 15 years in capital infrastructure improvements to transform the Airport into a modern facility. The Airport is a full-service international Airport operating in a common-use environment with 100 check-in counters, 50 self-service kiosks in the check-in terminal and 30 on arrivals, fast track service, a VIP lounge and a well-developed commercial programme. The Airport facility boasts a newly overlaid runway with a 20-year life expectancy, a private jet terminal and Fixed Based Operation (“FBO”) and cargo developments.

As part of MBJ’s overall Master Plan, a terminal expansion project is underway to further expand and develop the Airport terminal into a modern, functional and efficient international facility that will greatly enhance the experience for both passengers and the Airport community. MBJ continues to carry out these works in preparation for a full recovery and to meet the growing demands of passengers and growth in passenger movement. The development works in the pre-security location slated for 2024 will not impact the location for the Proposed Concession.

As the Airport develops, MBJ continues to look for opportunities to enhance services to meet growing international passenger demands. This includes the redevelopment and expansion of the retail area. To achieve this, MBJ is seeking experienced and reputable companies to forge a mutually beneficial business relationship, who will continue to enhance the quality services at MBJ to an established market in a dynamic Caribbean location and tourist destination.

MBJ hereby invites qualified **Food & Beverage** operators to submit proposals for the development and operation of a **Food & Beverage Concession** (the “Proposed Concession”) in the pre-security area in the Departures section of the Terminal Building (“Departures”) at (“the Airport”). The Proposed Concession comprises of the development and operation of a Food & Beverage concept in the following Landside location accessible to the general local community as well as passengers.

Food & Beverage Services - Located pre-security in Departures, the proponents will have the opportunity of adding to the one (1) F&B concept pre-security and being an intricate part of the exciting Retail Programme at the Airport. The concession will provide passengers, meeters and greeters, staff, alike, the opportunity to partake in the proponent’s unique offerings.

The Proposed Concession(s) will form part of the Airport’s on-going delivery of a strategic plan, created to transform the current retail and service offer at the Airport to international standards by delivering a memorable and stimulating dining experience not only for passengers but for all visitors to the Airport. The location is strategically located so that the operators can further maximize revenue potential by also catering to the people in and around Montego Bay and its environs. To accomplish this, MBJ has specific goals that it expects the successful proponent(s) to achieve, including:

- The development of a well-appointed Food & Beverage concession with a modern design that adheres to MBJ’s Design Guidelines (see Appendix B (i)) and a concept that will stimulate planned and impulse purchases thereby optimizing sales.
- The provision of a mix of products and services that appeal to and satisfy the changing needs of the full spectrum of the holiday/leisure and local markets;
- Creating an “Irie Airport Experience” within the concession space around the products/services that customers will forever remember.

The layout of the Proposed Concession will meet the following criteria:

- Maximize exposure to as much of the offer as possible to passengers in the terminal and ease of access to non-passengers from the roadway, whilst maintaining operational efficiency
- Maximize the linear frontage

THE OFFER

MBJ extends an invitation to **Food & Beverage** companies interested in operating a **Casual Dining/Grab and Go** concept in pre-security Departures at the Airport. This Food & Beverage space is located in the check-in area terminal, prior to passenger security screening and is indicated below with drawings shown in Appendix C of this document.

The Pre-Security location is considered prime real estate that has the potential of capturing 100% of persons traversing the Airport, including departing passengers, meeters and greeters, well-wishers and Airport staff as well as the local community. The space located in this area is not constrained by Airport operational hours and may operate on a twenty-four- hour basis. MBJ encourages that the proposed facility targets the local community and free parking can be facilitated for patrons. This concept should be deemed as a safe, convenient and exciting place to shop and dine by locals.

Note: The space currently has two access points, one from the Airport terminal for passengers and one entrance accessible to the public from landside.

One (1) space is available under this RFP process, and comprises the main area located on the ground floor and a mezzanine area. However, Proponents may propose to utilize the ground floor only and further, should the space be larger than required, MBJ is open to discussing to a further reduction in the size.

Food & Beverage Casual Dining/Grab and Go Concept	Space	Location	SQM	SQ. FT.
Option 1	Entire Space	UF-102	298.5	3,213
Option 2	Ground Floor only	UF-102	253.0	2,723

SCHEDULE

ACTIVITY (All Times are Eastern Standard Time) UTC/GMT (– 5:00 hours)	DATE
Issue Pre-Security Concession RFP	Thursday April 1, 2021
Site Visit/Information Session	Thursday April 29, 2021
Final Questions/Clarification	Wednesday, June 16, 2021
Submission of Proposals	Wednesday, June 30, 2021
Evaluation of Proposal	July, 2021
Award of Successful Proponents	August 2021
License Execution	September, 2021
Fixturing Period	October – Nov 30, 2021
Concession Start Date	Dec 1, 2021

PART I
PROPOSAL SUBMISSION AND SELECTION PROCESS

1.0 INVITATION

MBJ invites Proponents to submit a proposal for the development and operation of a **Food & Beverage Concession** (the “Proposed Concession”) at the Airport. The Proposed Concession will have a location in the Pre- Security Departures and as shown on the attached drawings (Appendix C).The successful Proponent(s) will be required to enter into a Licence with MBJ (“the Licensor”) as described in Section 9.00 of these Instructions.

2.0 RFP DOCUMENTS (“Documents”)

2.1 The “Documents” consist of:

- ❖ These Instructions
- ❖ Concession Terms
- ❖ Design, Development and Construction Process
- ❖ Statistical Information
- ❖ Form of Proposal
- ❖ Schedules to Form of Proposal:

TECHNICAL PROPOSAL

- (1) Proposal for Concession;
- (2) Company Profile;
- (3) Marketing, Pricing and Merchandising Plan;
- (4) Customer Service and Quality Control;
- (5) Design, Development and Construction Plan;
- (6) Storage Space Requirements;

FINANCIAL PROPOSAL

- (7) Covenant / Credit-Worthiness / Co-Covenantor(s) & List of Business Reference
 - (8) Financial Capability and Experience;
 - (9) Financial Proposal;
 - (10) Proposal Checklist and Acknowledgement.
- ❖ Addenda, as may be issued from time to time

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2.2 Proponents are responsible to ensure that they have received all components that make up the “*Documents*” as set out in Section 2.1 above.

Notes:

- **Names of Proponents - This will not be disclosed and the Licensor reserves the right to add or remove Proponents at its sole discretion. The Licensor also reserves the right not to accept any Proposal submitted, and may seek additional or further Proposals from any other party or parties.**

3.0 SUBMISSION OF PROPOSAL

3.1 Proposals must conform to all Instructions.

3.2 PROPOSALS ARE TO BE SUBMITTED IN THE FOLLOWING FORMAT:

PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY ONLY to commercialrfp@mbjairport.com:

#1 - TECHNICAL PROPOSAL

#2 – FINANCIAL PROPOSAL

- 3.3** Proposals must be received electronically by MBJ as referred to in **Section 3.10 before Closing Time, 3:00pm, Thursday June 30, 2021.** Proposals received after Closing Time will not be opened. Proposals sent by facsimile will not be accepted.
- 3.4** Proposals shall be prepared and completed on the attached forms, with all schedules fully and properly completed and legible and with corresponding pro-forma statements and drawings submitted electronically. Should there be insufficient space on the Form of Proposal or Schedules, additional sheets appropriately marked and identified, may be attached. No additions, deletions, interlineations or modifications shall be made to the Form of Proposal or Schedules.
- 3.5** Proposals shall be dated and signed by two duly authorized signing officers of the Proponent and stamped with the company’s seal. Each page of the Form of Proposal and Schedules shall be initialled by one of the authorized signing officers whose signature appears on the execution page of the Form of Proposal.
- 3.6** MBJ will assume that all statements in writing, made by persons submitting Proposals are true, accurate, complete and not misleading. All such statements will constitute representations and warranties made to MBJ.
- 3.7** Proposals that contain quantifying conditions or otherwise fail to conform to these Instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, MBJ may elect to retain for consideration (and may elect to accept, regardless) Proposals that are non-conforming, and may waive any non-compliance, irregularity, error, or time stipulation required by these instructions. The stipulations herein are for the sole benefit of MBJ and may be waived by MBJ unilaterally.

A Bid Guarantee in the amount of Thirty Thousand United States Dollars (US\$30,000.00), in the form of a Manager’s Cheque payable to MBJ Airports Limited or a Bank Guarantee in favour of MBJ Airports Limited or via wire transfer to the account below is to be included as part of the proposal.

Financial Institution:	Bank of Nova Scotia Jamaica Ltd
Account Name:	MBJ Airports Limited
Branch Transit Number:	50765
Account Number:	985447
Type of Account:	Savings
Currency:	USD
Branch Name:	Scotia Centre, Corner of Duke & Port Royal Street, Kingston

The Bid Guarantee of the successful Proponent will be returned in exchange for the Security Deposit required under the Commercial License. The Security Deposit is required for each concession in the form of Letter of Credit, Bank Guarantee, certified cheque or cash in a sum equivalent to three (3) month’s gross revenue payable by the successful proponent to MBJ. The Bid Guarantees submitted by unsuccessful Proponents will be returned on completion of the RFP process. Please note that if the Bid Guarantee will be in the form of a Bank Guarantee, we will only require a copy of the document. Please do not submit the original hard copy document with your Proposal. Please also ensure that in whichever form the Bid Guarantee is issued, that the RFP and the location(s) for which you are bidding are referenced.

3.8 CLOSING OF PROPOSALS

Proposals marked “Request for Proposal – Food & Beverage Concession,” will be received electronically by MBJ **on or before Thursday, June 30, 2021 at 3:00 p.m.** The status of each proponent’s application will be communicated **no later than Tuesday, August 31, 2021.** Proponents must submit PROPOSAL with all schedules fully and properly completed and with all corresponding pro-forma statements and drawings electronically to: **commercialrfp@mbjairport.com**

4.0 CLARIFICATIONS, QUESTIONS AND INQUIRIES

- 4.1 MBJ may issue additional information, clarification or modification to the Documents by written Addendum. MBJ shall not be bound by oral or other informal explanations or clarifications not contained in such addenda.
- 4.2 MBJ will only consider written questions received **on or before Wednesday, June 16, 2021.** All inquiries must be directed via email to: commercialrfp@mbjAirport.com.
- 4.3 Answers and/or clarifications to questions will be sent via Addenda to all Proponents who have requested Documents according to the records of MBJ.
- 4.4 Proponents shall notify MBJ in writing should they find any inconsistency, discrepancy, ambiguity, error or omission in the documents.
- 4.5 Proponents, if uncertain or in doubt as to the intended meaning of the documents, or of any term in the documents, may submit to MBJ a written request for clarification.
- 4.6 Proposals should be submitted in accordance with the instructions contained in this RFP.

Proponents using any electronic transmission to make inquiries relative to their Proposal assume the entire risk that the email or facsimile document will be properly received by MBJ, on time or at all, and that all other requirements herein will be satisfied. MBJ shall not be liable to the Proponent if its email or facsimile document is not properly received on time or at all due to the malfunctioning of MBJ’s equipment, the errors or omissions of MBJ’s employees or agents, the interruptions or inability to obtain a connection with MBJ’s equipment, the response time of MBJ’s equipment, insufficient paper supply for facsimile machines or for any reason whatsoever.

- 4.7 All written Addenda issued by MBJ before Closing Time, 3:00pm, Friday, December 18, 2020 shall be delivered to all Proponents who have requested Documents according to the records of MBJ. All Addenda shall be incorporated into and become part of the Documents.
- 4.8 Proponents shall complete the Form of Proposal acknowledging receipt of all Addenda.
- 4.9 Proponents shall examine all Documents and make independent judgement as to circumstances and conditions affecting the business opportunity and their Proposal. Failure on the part of Proponents to examine and investigate thoroughly shall not be grounds for any claim that Proponent did not understand the conditions of the Proposal.
- 4.10 Proponents, at their cost, may be required to make a verbal presentation to MBJ’s Selection Committee.
- 4.11 Each Proponent shall, before submitting its Proposal, thoroughly examine and assess the requirements and specifications set out in this Request for Proposals, the equipment and materials needed, all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements and other

circumstances which may affect its Proposal. Submission of a Proposal constitutes a representation by Proponent that it has conducted its own due diligence and is familiar with and accepts all of the foregoing.

5.0 MINIMUM QUALIFICATIONS

To be considered for review and award of the Proposed Concession, all noted minimum qualification requirements must be met.

5.1 Experience

Proponents must be able to demonstrate ownership or operation of a successful Food & Beverage Concession.

5.2 Financial Capability

Proponents must clearly and unambiguously show that they have the financial capability to successfully develop, and operate the Proposed Concession.

Any person or corporation in arrears, or any corporation whose shareholders or directors are, or were, shareholders or directors of any corporation in arrears, in respect of any LICENCE or contractual agreement with MBJ will be ineligible for the award of the Proposed Concession unless financial arrangements satisfactory to MBJ are made in respect of any such arrears prior to the closing date of this Invitation for Proposals.

5.3 Legal

Any person or corporation involved in pending litigation or outstanding claims or disputes with or outstanding receivables owed to MBJ will be ineligible to be awarded the Proposed Concession.

Proponent must provide a statement regarding:

- a) Any claims, actions, demands, suits or other litigation (collectively litigation) brought by any Airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Services as that requested under this RFP;
- b) Any bankruptcy in the past ten (10) years.

Proposals that contain qualifying conditions or fail to conform to these Instructions may be disqualified or rejected. Collusion between Proponents is sufficient cause for rejection of all Proposals affected.

By submitting a Proposal, each Proponent warrants and declares that the monies being used to finance this transaction are from legal sources only.

6.0 EVALUATION OF PROPOSALS AND AWARD OF CONCESSION

- 6.1** The evaluation of submissions will be carried out by reviewing the **TECHNICAL PROPOSAL (which must include the bid guarantee)** first. Only the submissions attaining a score of no less than 80% of total Technical score will move on to have the **ECONOMIC PROPOSALS** evaluated.

MBJ reserves the right to accept the Proposal that it deems most advantageous, and the right to reject any or all Proposals for any reason. In no event will MBJ be responsible for the costs of preparation and submission of Proposals.

MBJ reserves the right to evaluate submissions according to any criteria it determines to be appropriate. Generally, MBJ will make its selection based upon the **value of the business opportunity to MBJ, the Proponent's capability to profitably operate the business and ability to clearly inform of how the location/business will attract and retain customers.**

To give Proponents some guidance, the following principal criteria will be relied upon:

TECHNICAL PROPOSAL

<p>Experience</p> <p>a) Furnish a statement detailing Proponent's background, experience and qualifications. This should include the following:</p> <ul style="list-style-type: none"> • Must have two (2) years continuous experience, within the last five (5) years, in the ownership, management or operation of a Food & Beverage Concession. Descriptions of current business operations, including (i) number; (ii) type; (iii) location; and (iv) a description of services provided to be included. • Description of Proponent's corporate structure (corporation, partnership, joint venture, partnership) including state of incorporation, the executive team and any substantive changes to the corporate structure within the previous five (5) years. <p>b) Provide three (3) written business reference letters (on respective company's letterheads) related to its business operations in the previous five (5) years from Supplier/Business Associate, Licensor/Landlord and financial institution in accordance with requirement under Financial Capability.</p> <p>Any other information that supports Proponent's selection that may be beneficial to MBJ's review of this Proposal, including but not limited to other planned development may be included.</p>	10%
<p>Marketing, Merchandising and Pricing</p> <p>Details on the following are also required:</p> <p>Concept/Brand Offer and Marketing Plan Proponents are required to provide details relating to the concept (theme) or brand and product mix to be offered which must be unique and does not compete with any other concession in the location. Details on the following are also required:</p> <ol style="list-style-type: none"> a) Sales Plan b) Marketing Plan strategy Proponent will use in the promotion of the Proposed Food & Beverage Concession with emphasis on obtaining maximum patronage and revenues from passengers, staff and the surrounding community. <p>Merchandising Plan</p> <ol style="list-style-type: none"> c) Provide a complete list of proposed products and including prices. d) Describe the merchandising strategy to be employed in the design, layout and finish of merchandise displays along with any innovative measures to be included in this programme. 	10%

<p>e) Describe your philosophical approach to store atmospherics for this concession in order to achieve maximum patronage and optimize sales.</p> <p>Pricing</p> <p>f) Proponents are required to provide details relating to the pricing structure to be utilized to ensure maximum patronage from passengers, airport staff and locals.</p>	
<p>Customer Service, Quality Control, Management & Operations Plan</p> <p>Customer Service strategy</p> <ul style="list-style-type: none"> Outline the customer service programme to be provided for the Concession, including a description of Proponent’s specific approach to serving customers, along with any unique aspects of Proponent’s customer service philosophy, including staff training. Outline the programme the Proponent shall use to monitor customer levels of service and satisfaction. Proponent to include draft training and development plan for staff. <p>Quality Control</p> <ul style="list-style-type: none"> Outline the quality control programme that will be implemented for the Concession and how Proponent will ensure that quality controls are maintained and deficiencies addressed. Provide information on quality monitoring programs that Proponent has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs. <p>Management and Operations Plan</p> <ul style="list-style-type: none"> Proponent shall submit sufficient information to allow MBJ to evaluate the Proponent’s management structure, operations plan, and ability to carry out the plan. 	10%
<p>Design, Development and Construction Plan</p> <p>Project Schedule</p> <p>Proponent must submit a Project Schedule which must address at a minimum the following:</p> <ul style="list-style-type: none"> Duration (in number of weeks) and dates for key milestones from Agreement execution (September 1, 2021) through to completion of construction and opening for business Development plan preparation, review and approval by MBJ Other regulatory and governmental approvals and actions as necessary (zoning, site plan, etc.) <p>The Proponent shall submit detailed plans at concept stage that show how the Food & Beverage entity will be integrated into and enhance the overall Airport atmosphere.</p> <p>Initial Design Concept Plan must include:</p> <ul style="list-style-type: none"> Visual of shopfront Internal visuals Internal elevations Reflected ceiling plan 3Dimensional renderings <p>See Schedule 5 and Licensee Design Criteria Manual and Design Guidelines for details.</p>	20%

ECONOMIC PROPOSAL

<p>Financial Capability</p> <p>The ability of the proponent to financially sustain the operation will be evaluated. Proponents must clearly and unambiguously show that they have the <i>financial capacity to successfully develop, maintain and operate a high-quality Concession that generates high returns for both the Proponent and the Airport.</i></p> <p>a) Written letter from at least one financial institution (on company letterhead) b) Submit financial statements or other materials demonstrating the financial strength of the covenant represented by the Proponent;</p> <p>Credit-worthiness is one of the criteria for selection</p> <p>One of the criteria that will be considered by MBJ in selecting the successful Proponent is the financial strength of the Proponent and any Co-Covenantor(s).</p> <p>Proponents shall provide a sound business case to include, but not limited to, description of its strategy for financing the project, including anticipated financing costs, discussion of the risks and benefits of the structure, all sources of debt and equity, and long-term outlook for project financial viability. Proponent should note that, upon expiration of the licence, all buildings and improvements contained in the licensed area shall revert to MBJ. All proposals must address and demonstrate that any financing shall be secured only on the licensehold interest; there shall be no financing on MBJ's fee interest; and that the agreement shall present no cost or risk to MBJ.</p>	<p>10%</p>
<p>Financial Proposal and Value to MBJ</p> <p>The financial offer and forecast are to be based on 2019 passenger traffic figures. However, MBJ recognizes that the gross sales numbers submitted by the Proponent in its proposal in response this Commercial RFP will likely not be achieved in 2022.</p> <p>Accordingly, MBJ hereby proposes the following temporary modification to the financial terms of the License for the period starting December 1, 2021 up to the end of November 2022:</p> <ul style="list-style-type: none"> • From the beginning of the term and for each quarter of the calendar year, MBJ will compare the passenger traffic at the Sangster International Airport for the preceding quarter against the corresponding quarter in 2019. If passenger traffic in the review quarter is below or at 50% of the corresponding period in 2019, the MAG will be reduced by 50% of the amount stated in Item 10 of the Term Sheet. • If, however, the total passenger traffic for the preceding quarter of the calendar year surpasses 50% of the corresponding period in 2019 then the Concessionaire will be required to pay MAG at the rate proportionate to the traffic compared to the corresponding period of 2019, applied to the MAG stated in Item 10 of the Term Sheet for next quarter. For example, if passenger traffic for the preceding quarter is 60% of 2019 passenger traffic for the corresponding period, the Concessionaire will be required to pay 60% of the MAG stated in the Licence. The final review period will be conducted the third quarter of 2022. <p>Please note that the Percentage Fee proposed will be charged as at the Commencement Date.</p>	<p>40%</p>

<p>The following will be assessed:</p> <ul style="list-style-type: none"> ○ MAG ○ Percentage Fee ○ Investment ○ Reasonableness of Forecast 	
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AWARD OF CONCESSION

All Proponents will be notified of the outcome of the RFP process no later than Tuesday, August 31, 2021.

7.0 CONDITIONS

7.1 MBJ reserves the right to negotiate with any Proponent or with another Proponent or Proponents concurrently. In no event shall MBJ be required to offer any modified terms to other Proponents. MBJ shall incur no liability to any Proponent as a result of such negotiations or modifications.

7.2 MBJ recognizes that the information required is confidential and will not disclose details of any submission to any other Proponent.

7.3 Each Proponent submitting a proposal acknowledges and agrees, by submitting a Proposal, that MBJ will have no liability or obligation to any Proponent except only the Proponent, if any, awarded the Licence by MBJ in its sole discretion. Each Proponent agrees that, if it is not awarded the Licence, then whether or not MBJ has discharged any express or implied obligation, MBJ shall be fully and forever released and discharged of all liability and obligation in connection with this Request for Proposals.

7.4 In particular, MBJ shall not be under any obligation to return or save either the original or any copies of any Proponent’s Proposal, and all documents submitted to MBJ, whether original or copies, shall be kept or disposed of by MBJ.

7.5 This RFP does not constitute an offer. No agreement shall result upon the submission of Proposals. MBJ shall not be under obligation to enter into any agreement with anyone in connection with this RFP and responses received. MBJ will not have any obligation to anyone in connection with this RFP unless MBJ executes and delivers an agreement in writing approved by MBJ’s senior management.

7.6 MBJ may, anything to the contrary notwithstanding, if considered to be in the best interests of MBJ or most advantageous, at any time elect to request re-submissions by the Proponents, or by one or more of the Proponents as MBJ determines to be in the best interests of MBJ or most advantageous, and may undertake the entire process (including the RFP and all steps that preceded), or one or more parts thereof, over again, in the same or an altered format and on the same or altered terms and conditions.

7.7 If any issue or uncertainty arises in connection with the selection of the successful Proponent, MBJ may seek guidance or direction from an arbitrator or consultant appointed or selected by MBJ. Each Proponent agrees to accept and be bound by any decision or action taken by MBJ based on the guidance or direction of the arbitrator or consultant and will not make any claim for loss, damage or compensation.

7.8 MBJ does not warrant or assume any legal liability or responsibility for the accuracy, completeness, interpretation or usefulness of any information or process disclosed in this RFP, to the extent that each Proponent should undertake its own due diligence checks prior to submitting a proposal. The terms and

conditions of the executed **Food & Beverage Licence** supersede the contents of the RFP and all associated documentation.

7.9 This RFP is the property of MBJ and is not to be disclosed, reproduced, or distributed without prior written consent of MBJ. Copyright and all related rights are expressly asserted and reserved.

7.10 Notice of award will be in writing by an authorized representative of MBJ.

7.11 Unless otherwise indicated, all dollar amounts referred to in this document are in the currency of the United States of America and Proponents shall use the said currency throughout in the submission of Proposals.

7.12 All times shown in the RFP Documents shall be Eastern Standard Time (UTC -5:00hours).

8.0 CURRENCY

Unless otherwise indicated, all dollar amounts referred to in this document are in the currency of the United States of America and Proponents shall use the said currency throughout in the submission of Proposals.

9.0 FORM OF CONTRACT

The successful Proponent will be required to enter into a Commercial Licence (the "**Licence**") with MBJ in the form of the Draft Licence attached as Appendix A incorporating the terms hereof including the basic terms set out in **Section 11.0 Part II Proposed Concession – Terms** and with such modifications and additions as MBJ may reasonably stipulate.

10.0 MODIFICATIONS

- 10.1 Proposals may only be modified in writing, signed by an authorized signing officer of the Proponent who has signed the **Form of Proposal**. MBJ shall only accept modifications on or before **Closing Time of 3:00 p.m. on Wednesday, June 30, 2021.** Modifications made verbally, by facsimile or by email transmission will not be accepted and modifications received after Closing Time will not be considered and will not form part of any Proposal submitted.

PART II
PROPOSED CONCESSIONS – TERMS

11.0 BASIC TERMS OF LICENCE

11.1 Basic Terms of the Licence

The following are the basic terms of the Licence:

Length of Licence:	5 years
Renewal periods:	Extension of Licence is at the sole discretion of the Licensor
Premises:	See Drawings – Appendix C
Minimum Annual Guarantee (MAG) refers to the guaranteed amount to be paid to the Licensor in equal instalments on the 1 st of each and every month:	Refer to section 11.2
Percentage Fees (to be paid in addition to the MAG):	To be as set out in the Proponent’s proposal - Refer to section 11.2
Date Licence signed:	September, 2021
Commencement Date of Licence:	December 1, 2021
Fixturing Period *:	The space will be renovated by the successful Proponent within thirty (60) days from the date of handover by the Licensor to the Licensee.
Opening Date of Concession	60 days from handover of the space for fitout
Common Area Maintenance (CAM) Charge:	Currently US \$10.00/Sq.Ft. per Annum subject to change at the Licensor’s sole discretion.
Utilities:	Operator responsible for utility charges
Security Deposit Requirement:	Equivalent to three (3) Months’ Revenue to the Licensor (Higher of MAG or Percentage Fee).
Insurance Coverage:	US\$1,000,000.00
Promotion Fund:	US \$ (based on projected sales) upon signing of License and thereafter will be calculated as 0.2% of previous year’s total Gross Sales.
Operating Name:	As proposed by Proponent and approved by Licensor

*More detailed terms and conditions are set out in the Draft Licence attached as Appendix “A”.

11.2 MAG and Percentage Fees

The successful Proponent’s Proposal will set out the Proponent’s Financial Offer (see Schedule 9 of the Form of Proposal) as to the fees payable by the Proponent to the Licensor under the Licence. **The MAG is due and payable from the Commencement Date of the Licence on the first of each and every month in equal instalments.**

The fees payable by the Proponent to the Licensor will be equal to the higher of:

- The MAG quoted by the Proponent to the Licensor (see **Schedule 9 of the Form of Proposal PART V**)
- or
- The Percentage Rate of Gross Revenue prescribed by the Licensor in Table 11.2 below.

All concessionaires at the Airport are to operate under a **“Fair Pricing”** regime. Fair pricing requires that Airport prices be consistent with prices charged in comparable off-Airport outlets for similar products and services in Montego Bay shopping malls, food & beverage, retail stores and shops.

The following are the Minimum Annual Square Foot Rates and Percentage Fees that have been set by the Licensor. However, interested proponents may submit bids above the minimum rates and percentage fees.

Please note the following important points to consider prior to reviewing the rates outlined in the table below:

The financial offer and forecast are to be based on 2019 passenger traffic figures. However, MBJ recognizes that the gross sales numbers submitted by the Proponent in its proposal in response to this Commercial RFP will likely not be achieved in 2022.

Accordingly, MBJ hereby proposes the following temporary modification to the financial terms of the License for the period starting December 1, 2021 up to the end of November 2022:

- From the beginning of the term and for each quarter of the calendar year, MBJ will compare the passenger traffic at the Sangster International Airport for the preceding quarter against the corresponding quarter in 2019. If passenger traffic in the review quarter is below or at 50% of the corresponding period in 2019, the MAG will be reduced by 50% of the amount stated in Item 10 of the Term Sheet.
- If, however, the total passenger traffic for the preceding quarter of the calendar year surpasses 50% of the corresponding period in 2019 then the Concessionaire will be required to pay MAG at the rate proportionate to the traffic compared to the corresponding period of 2019, applied to the MAG stated in Item 10 of the Term Sheet for next quarter. For example, if passenger traffic for the preceding quarter is 60% of 2019 passenger traffic for the corresponding period, the Concessionaire will be required to pay 60% of the MAG stated in the License. The final review period will be conducted the third quarter of 2022.

Please note that the Percentage Fee proposed will be charged as at the Commencement Date.

F&B Casual Dining/ Grab and Go Concept	Space	Location	SQ.M.	SQ. FT.	MAG/SQ.FT./ Annum (\$US)	MAG/SQ.FT./ Annum (\$US)	Monthly MAG (US\$)	Minimum Percentage of Sales (%)
Option 1	Entire Space	UF-102	298.5	3,213	\$55.00	\$ 176,716.50	\$ 14,726.37	20%
Option 2	Ground Floor only	UF-102	253	2,723	\$55.00	\$ 149,779.81	\$ 12,481.65	20%

- Where a proposal will be submitted for reduced space, please note that the Minimum Annual Guarantee (MAG) Rate is US\$55.00/Sq.Ft./Annum.

11.3 Fixturing Period

The Fixturing Period refers to the period granted by the Licensor to a successful Proponent to develop the space allotted and to carry out all necessary works to bring the said space to a standard fit for operation of the concession. Utilities are payable during this period.

The space will be renovated by the successful Proponent within 60 days from the date of handover by the Licensor to the Licensee.

11.4 Insurance during Construction

The successful Proponent shall be required to obtain Insurance cover during the development phase of the space sufficient to cover all public liability and construction risks to the satisfaction of the Licensor.

11.5 Concession Privileges

The Licensor will not grant exclusive rights to develop and operate concessions at the Airport. Notwithstanding the Licensor may, if considered to be in the best interests of the Licensor or most advantageous, limit and/or restrict the number and types of Food & Beverage concessions that will be developed at the Airport at any time.

The successful Proponent will be granted the right to develop and operate the Proposed Concession in a manner that complies with the concepts outlined in Schedules 1.0 and 7.0 of the Form of Proposal and all the Sections of this Document.

11.6 Examinations by Proponent

Each Proponent shall, before submitting a Proposal, examine the attached drawings of the Premises and satisfy itself as to the location of the Premises within and outside the terminal building, the means of access to the Premises, all other conditions, all laws, safety and security requirements, all services required including without limitation electricity, water supply, sewer and telephone, and all other circumstances which may affect its Proposal for the development and operation of the Proposed Concession.

Submission of the Proposal will constitute an acknowledgement by the Proponent that it has conducted its own due diligence and complied with this Section.

12.0 PROPONENT'S UNDERTAKINGS

The successful Proponent shall be required to undertake, among other things, to:

- (a) Design, construct and fit out the Premises at its sole cost and expense. All locations are handed over in an **"as is"** condition;
- (b) Fixture and have in place all of its Premises and equipment, as approved by the Licensor, and be open for business on the date specified by the Licensor. If the business is not open on the specified date, the Proponent will pay late opening fees as set out in the Licence;
- (c) Utilize a Point of Sale system which will be able to:
 - (i) Clearly indicate the information of the concessionaire i.e. name, address, contact number
 - (ii) Accommodate multiple forms of payments including credit card and different currencies
 - (iii) Provide security/access controls. The transaction database to be maintained based on data retention standard set by the Licensor. This should be exportable for use with other software
 - (iv) Generate receipt and invoice information with full integration with the G/L system
 - (v) Create audit trails of all transactions including voids, overrides and deletions
 - (vi) Detail pricing information including, standard pricing, discounts, taxes etc.
 - (vii) Report including daily sales, period sales, sales history for single locations and/or aggregated on multiple locations
 - (viii) The Point of Sales system must have the ability to send detailed reports directly to the Licensor in an electronic format as is required by the Licensor.

- (d) Operate the Premises in a manner acceptable to the Licensor and to provide the optimum level of customer service and sales;
- (e) Abide by the Licensor's Regulations, Rules, Policies and Directives.

13.0 GOVERNING LAWS

Proponents are advised and acknowledge that the laws of Jamaica will govern the Licence and that the Licence will be in English.

PART III

DESIGN, DEVELOPMENT AND CONSTRUCTION

14.0 DEVELOPMENT PROCESS

The successful Proponent will occupy the Premises in an “*as is*” condition and will be responsible for the complete financing, design, construction, fixturing, equipping, commissioning and operating of the Premises. The successful Proponent will be required to retain engineers, designers, contractors and other professionals to prepare the requisite engineering and construction designs and may select any qualified consultants certified to do business in Jamaica.

The RFP does not require certified drawings for submission of the RFP. Only after award will the development plans need to meet all local planning regulations.

As set out in Schedule 6 of the Form of Proposal, Proponents are initially required to submit concept plans for the Premises. The concept plans should be comprised of the following elements:

- **Preliminary Dimensioned Space Plan;**
- **Concept Elevation Renderings showing perspective(s) or elevation(s) of the proposed storefront design with signage;**
- **Preliminary cost estimate and construction timetable showing how work will be completed and the Premises operational and ready for business on the commencement date.**

The successful Proponent will ultimately be required to provide the Licensor detailed development/ construction plans, cost estimate and final construction schedule for the Premises. The Licensor development process is set out in detail in the document titled “**Licensee Design Criteria Manual - Sangster International Airport**”. Before any work begins, all plans contractors, sub-contractors and other companies doing work for the Proponent must be approved by the Licensor.

14.1 Premises Design Process

The intent of the “Licensee Design Criteria Manual - Sangster International Airport” is to provide the information necessary to design and develop the Premises to Proponents, their designers and contractors. It contains the Licensor’s criteria and procedures for obtaining approval for design and construction of the facilities. The Proponent’s designers will need to be familiar with the Manual, the Licensor’s development approval process and requirements applicable to development projects at the Airport. The successful Proponent is responsible for obtaining all permits, paying all fees and obtaining all required approvals including the Licensor’s development approval.

14.1.2 Premises Extra Requirements

If the successful Proponent’s requirements for any of the utility services supplied by the Licensor exceed the standards or capacities available, the Proponent may apply to the Licensor for upgrading such services. The Licensor will review the application and may agree to the upgrade. If the Licensor agrees, it shall supply a quotation to the Proponent for such upgrade work and the Proponent shall reimburse that amount to the Licensor on demand, following completion of the work by the Licensor’s contractor. All related costs, including those of the Licensor’s engineers, plus 15% for the Licensor’s coordination, supervision and administration shall be borne by the Proponent.

14.2.1 Labour Affiliations

Contractor(s) and subcontractor(s) are to employ competent tradesmen and pay fair wages for work performed and undertaken by the Proponent in developing the Premises.

14.2.2 **Working Hours**

Normal hours for major construction are during non-operating hours of the Airport. However, light work which will not affect users of the Airport during operational hours is allowed with the approval of the Project Manager or Duty Coordinator.

Should the progress of construction work performed within the regular working hours be insufficient to ensure a satisfactory on-time opening, the Proponent's forces may work overtime or extra shifts. The Proponent's contractor(s) must inform the Licensor of such activities and work.

14.2.3 **Safety and Security Regulations**

It is the intent of the Licensor to provide a safe, secure and healthy work place for all workers at the Airport and it may issue safety and security instructions to the Proponent's contractor(s) from time to time, or may require them to provide a plan, for its approval, that addresses safety including (any environmental concerns) and security, which must be strictly observed. The Proponent's managers, supervisors and workers must accept responsibility to ensure that safety and security are the top priority. Nothing less will be accepted. In addition, the Proponent must adhere to all safety, environment and security procedures established by the Licensor.

The Proponent shall take all necessary steps to secure the Premises during the fixturing period. The Licensor shall not be liable for any loss or damage including theft of building materials, equipment or supplies. All persons on the Airport in connection with the development of the Premises shall fully comply with all the Licensor's security and safety regulations and cooperate with the concerned authorities in enforcing such regulations. Minors shall not be permitted on the construction site at any time. The Proponent must submit a Procedures, Safety and Security Manual to the Licensor before commencing any work.

First Aid shall be provided and paid for by the Proponent's contractor(s) for all its workers at the Premises.

14.2.4 **Temporary Services**

The successful Proponent will need to provide its workers with temporary clean-up facilities and water. The Proponent will be provided with temporary power during construction unless otherwise informed by the Licensor.

14.2.5 **Parking**

The Proponent's contractor(s) and employees shall park vehicles in designated parking areas.

14.2.6 **Waste Removal**

The Proponent's contractor(s) shall maintain Departures in a reasonably clean and orderly manner during the construction and fixturing period and shall remove all non-recyclable waste, excess material, trash and cartons to a designated landfill site daily.

1.4.2.7 **Liens**

The successful Proponent shall not carry out any work until the Licensor is provided with a waiver from every contractor and subcontractor and all persons supplying services, labour or materials in connection with the work, duly signed in the following form:

“To MBJ Airports Limited (MBJ):

In consideration of MBJ permitting the undersigned to be engaged in supplying work or materials in connection with the construction and development of Premises at the Airport, the undersigned hereby waives and releases any claim of builders’ lien with respect to work to be done and materials to be supplied in connection with improvements at the said site. This waiver and release will not affect any worker earning wages. If any claim of builders’ lien is filed on behalf of the undersigned or any subcontractor or person supplying work or materials in connection with any contract of the undersigned pertaining to the project, the undersigned will within 72 hours release and discharge or cause to be released and discharged such lien.”

14.3 Additional Information

It is recognized that the successful Proponent will use its own form of contract to undertake the Construction and Development Work. However, Proponent must consider terms, conditions and rules and regulations in place at the Airport for construction activities. The Licence will require Proponent’s contractors to abide by the conditions similar to those outlined in the Licensor’s General and Special Conditions of Contract.

**PART IV
STATISTICAL INFORMATION**

15.0 TRAFFIC STATISTICS AND FORECAST

The Airport handles approximately 70% of the country's international passenger traffic. Most tourists to Jamaica also begin and end their visits in Montego Bay because of the area's attractions and its role as a hub in the transportation system. The Airport also facilitates homeporting where cruise bound passengers from Europe are fast-tracked in the Airport to join their cruise at the pier in Freeport, Montego Bay.

Table 15.1 presents the historical passenger statistics for the Airport for the period 2003-2019. Historically the passenger traffic has been distributed as follows: arriving passengers have accounted for approximately 49% of the Total Passengers and departing passengers for approximately 51% of the Total Passengers.

Table 15.1 – Historical Passenger Statistics

Year	International Arriving Passengers	International Departing Passengers	Total International Passengers
2003	1,265,905	1,187,046	2,452,951
2004	1,253,153	1,222,535	2,475,688
2005	1,262,403	1,288,571	2,550,974
2006	1,417,140	1,447,620	2,864,760
2007	1,424,194	1,421,055	2,845,249
2008	1,464,296	1,466,889	2,931,185
2009	1,480,808	1,483,248	2,964,056
2010	1,558,636	1,563,409	3,122,045
2011	1,587,371	1,593,499	3,180,870
2012	1,620,027	1,625,129	3,245,156
2013	1,691,424	1,697,666	3,389,090
2014	1,773,972	1,782,646	3,556,618
2015	1,850,157	1,862,922	3,713,079
2016	1,930,261	1,945,110	3,875,371
2017	2,095,514	2,102,117	4,197,631
2018	2,225,220	2,232,482	4,457,702
2019	2,337,174	2,343,960	4,681,134

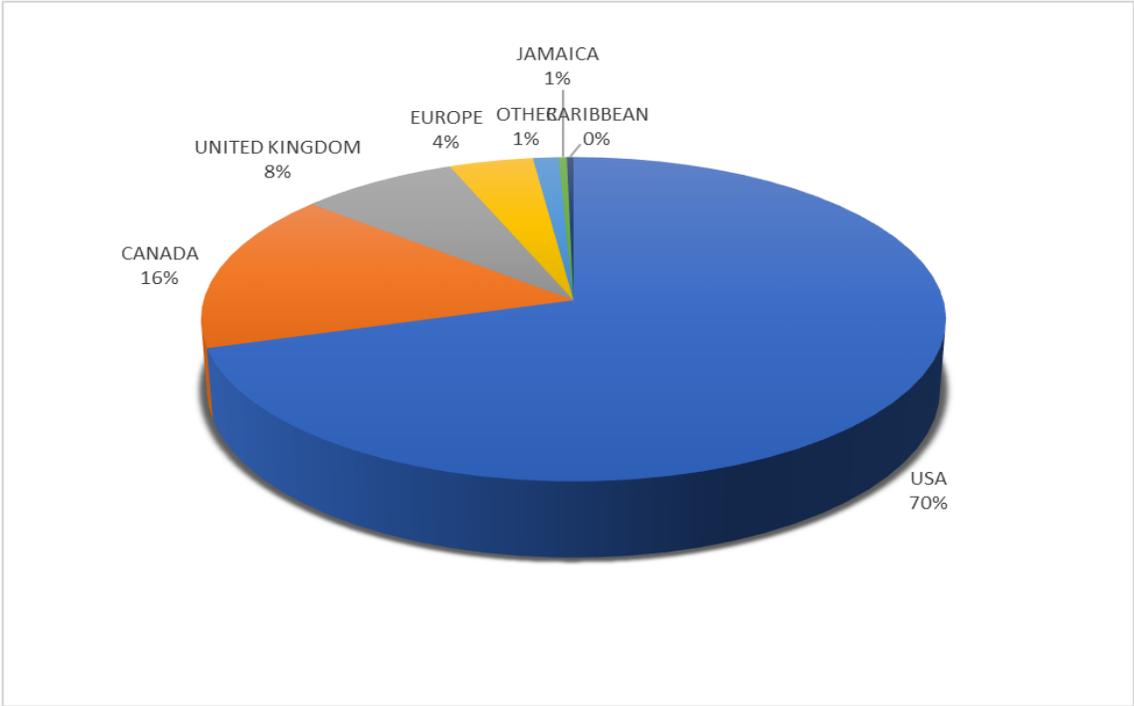
Note: *The table above excludes passengers on private flights, transit, transfer and domestic passengers.*

The Historical and Forecast Passenger Statistics presented in this document are for information purposes only. Please note that these statistics were derived from information provided by the Government of Jamaica (GOJ) and data collected by MBI from airlines serving the Airport. Neither the GOJ nor MBI warrants or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information or statistics disclosed. They are estimates only, subject to deviation, and are not guaranteed or warranted in any way. Proponents should conduct their own due diligence and make such investigations and inquiries as they consider necessary for the purpose of submitting a business Proposal.

15.2 Market share of Jamaica Arrival Statistics

The chart below shows the visitor market share of arriving passengers through MBJ for the year 2019

Figure 15.2 – Visitor Market Share



PART V
FORM OF PROPOSAL

FORM OF PROPOSAL

TO: MBJ AIRPORTS LIMITED (“THE LICENSOR)

RE: REQUEST FOR PROPOSALS (the “Proposals”) for the development and operation of a (i) Food & Beverage Concession in the Pre-security Departures Building at Sangster International Airport (the “Airport”).

All words and phrases, which are defined terms in the Request for Proposals, have the same respective meanings herein unless otherwise stipulated herein.

1.0 OFFER

We, _____
(Name of Proponent)

of _____
(Address of Proponent)

Pursuant to and in compliance with the Request for Proposals and the addenda listed below, and having conducted our own due diligence and being familiar with the requirements for performance under the Request for Proposals and the Draft Licence and the other Documents as defined in the Request for Proposals, and being familiar with conditions at the Airport and all relevant laws, rules, regulations, licensing and permit requirements, labour market, and other circumstances that may affect our Proposal; **We hereby offer and propose, if selected by the Licensor, to:**

- (a) Design, develop, construct and fit-out the Proposed Concession identified in the Request for Proposals in accordance with the requirements set out in the Request for Proposals including Schedule C to the Draft Licence and the other provisions of the Draft Licence;
- (b) Execute and deliver the Licence as defined and provided for in Sections 9.0 under Part 1, PROPOSAL SUBMISSION AND SELECTION PROCESS of the Request for Proposals within ten (10) days of receiving it from the Licensor, after notice of award;
- (c) Provide a Letter of Credit, certified cheque or cash in the sum as stipulated in Section 3.0 Submission of Proposals under Part 1, PROPOSAL SUBMISSION AND SELECTION PROCESS of the Request for Proposals upon written request of the Licensor after notice of award;
- (d) Operate and perform in a diligent manner in accordance with the terms and conditions of the Licence and dates stipulated in the construction schedule.

The Proponent covenants that its Proposal herein will be open for acceptance by the Licensor at any time on or before **Wednesday, June 30, 2021** and will be irrevocable until then.

2.0 SCHEDULES

The following Schedules are attached to and form part of this Proposal:

TECHNICAL PROPOSAL

- (1) Proposal for Food & Beverage/Multi-concept Concession(s);
- (2) Company Profile;
- (3) Marketing, Pricing and Merchandising Plan;
- (4) Customer Service and Quality Control;
- (5) Design, Development and Construction Plan;
- (6) Additional Storage Space Requirements which may not be on the terminal building;

FINANCIAL PROPOSAL

- (7) Covenant / Credit-Worthiness / Co-Covenantor(s) & List of Business Reference
 - (8) Financial Capability and Experience;
 - (9) Financial Proposal;
 - (10) Proposal Checklist and Acknowledgement.
- ❖ Addenda, as may be issued from time to time

The Schedules that are incorporated herein by reference form part of this Proposal.

3.0 ADDENDA

Receipt of the following Addenda forming part of this Proposal is acknowledged:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

4.0 EXECUTION OF THE LICENCE BY THE PROPONENT

If the Proponent fails to execute the Licence within the period provided in Section 9 under Part 1, PROPOSAL SUBMISSION AND SELECTION PROCESS of the Request for Proposals, then (without limiting the Licensor’s other rights and remedies) the Licensor may consider the Proponent to have repudiated. The Proponent will not be permitted, without the written consent of the Licensor to open the Premises for business before having executed the Licence. Such consent, if given, shall be without prejudice to the Licensor’s right to require the Proponent to execute the Licence and the Licensor’s other rights. If the Proponent is permitted to open the Premises for business before having executed the Licence, then, notwithstanding anything contained herein or in the Licence, until such time as the Proponent executes the Licence, the Licensor shall be entitled to withdraw the Licence and declare the agreement between the parties arising from its acceptance terminated and to terminate the tenancy of the Proponent upon five (5) days’ notice, whereupon the Proponent shall vacate, deliver up possession of the Premises and forfeit any security provided under the Licence.

5.0 TIMELY COMPLETION

If the Proponent fails or omits to make timely submission to the Licensor of any plans or specifications or fails in submitting information or in giving necessary authorizations or fails to perform or complete or delays in performing or completing any work to be carried out by the Proponent or in any manner delays or interferes with the performance of any work to be carried out by the Licensor, then the Licensor may, in addition to any other rightful remedy, pursue any of the following remedies as the Licensor may elect:

- (a) The Licensor may give the Proponent five (5) days’ notice in writing that if some specific failure, omission, or delay is not cured by the date therein stated the Licence may at the Licensor’s option be forthwith cancelled and terminated by the Licensor but without prejudice to the Licensor’s rights; and

- (b) The Licensor may after written notice of its intention so to do proceed on behalf of the Proponent at the Proponent's sole cost, risk and expense, including expense for such overtime as the Licensor's architect may deem necessary, with the completion of the work to be carried out by the Proponent.

6.0 GENERAL AND SUNDRY

- (a) The rights of the Proponent, if selected by the Licensor, may not be assigned without the prior written consent of the Licensor. The Proponent will not assign or sublet or part with possession of any of the Premises except in compliance with the terms and conditions set out in the Licence.
- (b) The description and plans relative to the Premises as set out in the Request for Proposals will not be construed as limiting the right of the Licensor to enlarge the site of the Building (as defined in the Draft Licence), to add Premises or structures to the Building, to revise or alter the plans, or to change the configuration or location of the Premises (provided that such change in the configuration or location does not materially and adversely affect the interests of the Proponent). If the Licensor makes a change in the area of the Premises or location of the Premises which materially and adversely affects the Proponent, then, within the earlier of ten (10) days after notice from the Licensor of such change or three (3) days after the commencement of the Fixturing Period, the Proponent will be entitled to terminate its obligations relative to the Licence by notice in writing to the Licensor and in such event the deposit will be returned to the Proponent and the parties will have no further claim against each other; otherwise, the Proponent will be deemed to have accepted the area of the Premises set out above and the configuration and location of the Premises (subject only to the provisions of the Licence regarding measurement of the Floor Area of the Premises).
- (c) If the Proponent is comprised of more than one person, then the obligations of the said persons will be joint and several.
- (d) The Proponent covenants that neither the Licence nor any claim based on the Licence or related to the Request for Proposal or this Form of Proposal will be filed or registered in any Land Title Office.

7.0 DECLARATION

The Proponent acknowledges and declares:

- (a) That the Proponent has complied with all requirements under Part 1, PROPOSAL SUBMISSION AND SELECTION PROCESS and elsewhere in the Request for Proposals;
- (b) That, in submitting this Proposal, the Proponent is not relying on any information or documents provided on behalf of the Licensor other than the Documents as defined in the Request for Proposals;
- (c) That the Market Data and Forecasts, information and statements set out in Section 15.0 of the RFP are not warranted or guaranteed by the Licensor and/or the Government of Jamaica. The Proponent further acknowledges and declares that it shall not make any claim or assert any hardship if actual experience is at variance with the said Market Data and Forecasts, information and statements.
- (d) That this Proposal is genuine and not collusive or made in the interest of or on behalf of any person not named herein;
- (e) That the Proponent has not, directly or indirectly, induced, or solicited any other Proponent to submit a sham proposal or any other person to refrain from submitting a proposal, and that the

PARTNERSHIPS/JOINT VENTURES

Name of Partnership/Joint Venture

By its Members:

(1) _____ (seal)
Name of Member

(2) _____ (seal)
Name of Member

(Each Partner or Joint Venturer to sign below – attach additional pages as necessary)

The Corporate Seal of)
_____)
(Name of Corporation) was hereunto affixed in the)
presence of:)
_____)
Signature)
_____) (C/S)
Name and Office)
_____)
Signature)
_____)
Name and Office)

The Corporate Seal of)
_____)
(Name of Corporation) was hereunto affixed in the)
presence of:)
_____)
Signature)
_____) (C/S)
Name and Office)
_____)
Signature)
_____)
Name and Office)

PROPRIETORSHIP

SIGNED, SEALED AND)
DELIVERED in the presence of:)
)
)
_____) _____ (seal)
Signature of Witness) Signature
)
) Legal Name carrying on business
_____) under the name and style:
)
_____) _____
Address)
)
)
) Business Name

SCHEDULE 1

**PROPOSAL FOR DEVELOPMENT & OPERATION
OF A FOOD & BEVERAGE**

1. The Proponent is submitting a Proposal for Location No ____ comprising an area of _____square metres (_____) square feet and will operate the Concession under the following **Operating and/or Brand Name:**

Operating Name _____
and/or

Brand Name _____

2. The Proponent undertakes to operate the Concession **as a distinct and separate business entity** whose revenues, expenses and financial records/statements will be maintained independently and not combined or consolidated with any other entity or branch of the Proponent.
3. A detailed description of the Proponent's concept is provided hereunder.

**SCHEDULE 2
COMPANY PROFILE & EXPERIENCE**

1. Please complete "1(a)" and either "(b)", "(c)" or "(d)", whichever is applicable.

(a) Name of Company (full legal name):

Business or Operating Name:

Full Street Address:

Courier Address (if different):

Telephone: () _____

Fax: () _____

Email: _____

Contact Name:

Position:

(b) CORPORATION STATEMENT: **(Only if Corporation, answer the following)**

CORPORATIONS must provide a copy of their certificate of incorporation as part of their Proposal and Letter of Good Standing.

Year of Incorporation _____

Where Incorporated? _____

Address of Registered Office in Jamaica:

Please provide a breakdown of the ownership of the Corporation as follows:

Name

Address

Share %

How is the Corporation held:

Privately Publicly

(c) SOLE PROPRIETOR OR PARTNERSHIP STATEMENT:

General Partnership Limited Partnership Sole Proprietor

Date and Place of Organization: _____

Name and Address of Sole Proprietor or Partners:

<u>Name</u>	<u>Address</u>	<u>Share %</u>
-------------	----------------	----------------

(d) JOINT VENTURE STATEMENT: **(Only if Joint Venture, answer the following)**

Date and Place of Organization: _____

Is the Joint Venture:

An un-incorporated association that is not a partnership

A partnership

What is the purpose of the Joint Venture:

Name and Address of each party to the Joint Venture:

<u>Name</u>	<u>Address</u>	<u>% of Ownership</u>
-------------	----------------	-----------------------

2. Indicate the number of personnel in the Company: _____
3. Attach Company Organization Chart
4. This Company is a subsidiary of _____
5. Companies subsidiary to this Company are _____
6. List relevant Food & Beverage businesses or facilities operated by your company in the last five years. Highlight any specific experience in operating a Food & Beverage businesses or facilities. Also provide the following:
 - a) Facility or Airport name, location, address and square metre size of premises.
 - b) The actual gross sales generated by the concession each year.
7. List union affiliations and/or labour agreements to which the Company is signatory together with the expiry date for each agreement.

Furnish a statement detailing Proponent's background, experience and qualifications. This should include the following:

- Must have two (2) years continuous experience, within the last five (5) years, in the ownership, maintenance, management or operation of a Food & Beverage concession.
- List relevant businesses or facilities operated by Proponent in the last five years. Also provide the following:
 - a) Facility or Airport name, location, address and square metre size of premises.
 - b) The actual gross sales generated by the concession each year.
- Industry Knowledge

Describe recent dynamics and trends in the Food & Beverage industry and how the Proponent would apply its knowledge and experience to the Airport.

Provide any other information that supports Proponent's selection that may be beneficial to MBI's review of this Proposal, including but not limited to experience and already planned development.

Attach additional pages as required.

LIST OF BUSINESS REFERENCES

Proponents must submit as part of the proposal, three (3) written business references (on respective company's letterheads) related to its business operations in the previous five (5) years from Supplier/Business Associate and Licensor/Landlord.

SCHEDULE 3

MARKETING, MERCHANDISING AND PRICING

(1) Overall Marketing Strategy

- a) Describe the marketing strategy Proponent will use in the promotion of the Proposed Food & Beverage Concession with emphasis on obtaining maximum patronage and revenues from passengers, staff and the surrounding community.

(2) Merchandising Plan

- g) Provide a complete list of proposed products, merchandise and goods, including brand and prices for each item.
- h) Describe the merchandising strategy to be employed in the design, layout and finish of merchandise displays along with any innovative measures to be included in this programme.
- i) Describe your philosophical approach to store atmospherics for this concession in order to achieve maximum patronage and optimize sales.

(3) Pricing Philosophy

- a) Describe Proponent's overall pricing concept, including how initial prices will be determined, and philosophy including its plans for administering and maintaining the pricing programme. (Note: Proponents will be required to charge prices quoted in the proposal).

All concessionaires at the Airport are to operate under "Fair Pricing" regime. Fair pricing requires all prices to be consistent with comparable off-Airport outlets for similar products and services found in Montego Bay.

Attach additional pages as required.

SCHEDULE 4
CUSTOMER SERVICE, QUALITY CONTROL, MANAGEMENT & OPERATIONS PLAN

Include the performance measurement criteria and related programmes for each of the following areas:

1. Customer Service Programme:
 - a) Outline the customer service programme to be provided for the Concession, including a description of Proponent's specific approach to serving customers, along with any unique aspects of Proponent's customer service philosophy, including staff training.
 - b) Outline the programme the Proponent shall use to monitor customer levels of service and satisfaction.
 - c) Outline Training and Development plan for staff.
2. Quality Control:
 - a) Outline the quality control programme that will be implemented for the Concession and how Proponent will ensure that quality controls are maintained and deficiencies addressed.
 - b) Provide information on quality monitoring programs that Proponent has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs.

Provide detailed description of the customer service and quality control programmes that will be developed, implemented and employed for the operation of the Proposed Concession.

Management and Operations Plan

Proponent shall submit sufficient information to allow MBJ to evaluate the Proponent's management structure, operations plan, and ability to carry out the plan. Your plan must include:

- a) An organizational chart which illustrates the reporting relationships of the local management team and list of all key personnel and description of the responsibilities and duties of each team member. Plan should show the reporting relationship to the headquarters management. The staffing plan should show both the initial installation plan and ongoing program operations.
- b) Proponent shall also describe how MBJ may contact the concession personnel twenty-four (24) hours per day, 365 days per year.
- c) The staffing plan should include a work schedule showing opening and closing hours and staffing during operational hours.
- d) A service and maintenance plan for equipment.

**SCHEDULE 5
DESIGN, DEVELOPMENT AND CONSTRUCTION PLAN**

The **Design and Development Plan** must meet the criteria set out in Sections C and D of the Design Criteria Manual and the Design Guideline.

The Capital Investment Breakdown for the Premises must be provided below:

- Preliminary cost estimate and construction timetable showing how work will be completed and the Premises operational and ready for business on commencement date.

Project Schedule

Proponent must submit a Project Schedule, detailing the duration (in number of weeks) and dates for key milestones beginning at Agreement execution (**assume September, 2021**) through to completion of construction and opening for business. Proponent must identify the anticipated time required for all relevant approvals. The Project Schedule must identify the anticipated dates and outside dates of conveyance for the project (as applicable), and timing of the commencement of payments to MBJ. The Project Schedule must address at a minimum, the following:

- a) Development plan preparation, review and approval by MBJ
- b) Other regulatory and governmental approvals and actions as necessary (zoning, site plan, etc.)
- c) Project timeline showing how work will be completed and the Premises operational and ready for business on commencement date
- d) Permitting process
- e) Project construction period
- f) Initial occupancy and opening

The Proponent shall submit concept designs to include floor plans and 3-D renderings that show how the store will be integrated into and enhance the overall Airport atmosphere.

Initial Design Concept Plan must include:

- Visual of shopfront
- Internal visuals
- Internal elevations
- Reflected ceiling plan
- 3Dimensional renderings

Capital Investment

The Breakdown for the Premises must be provided below:

Proponents are required to submit concept plans for the Premises. The concept plans should be comprised of the following elements:

CAPITAL INVESTMENT BREAKDOWN	Design and Engineering: \$ _____
Construction:	_____
Equipment:	_____
	SUBTOTAL: _____
Contingency:	_____
	TOTAL: _____

**SCHEDULE 6
STORAGE SPACE REQUIREMENT**

Please note that the Proposed Concession space may be used as desired, with a limited section to be used for storage. We do however require that you maximize operational space and use the proposed space for Food & Beverage services, as much as possible.

(1) Does the Proponent have a need for and wish to License separate storage space?

Yes: _____

No: _____

(2) Please indicate the amount of storage space that is required.

The Proponent wishes to License approximately _____ square meters (square feet) of storage space.

**SCHEDULE 7
COVENANT/CREDIT-WORTHINESS/CO-COVENANTOR(S)**

Credit-worthiness is one of the criteria for selection

One of the criteria that will be considered by MBJ in selecting the successful Proponent is the financial strength of the Proponent and any Co-Covenantor(s). Any Proposal may be eliminated from consideration based on these criteria.

Accordingly, Proponent is encouraged to:

- (a) Submit financial statements or other materials demonstrating the financial strength of the covenant represented by the Proponent; and
- (b) Identify Co-Covenantor(s), as provided for below.

Co-Covenantor(s)

To induce MBJ to select the Proponent, the undersigned agree(s) to be liable, jointly and severally with each other and the Proponent, for all obligations of the Proponent under the Form of Proposal submitted by the Proponent and under the Licence, and agree(s) to execute as a deed and deliver to MBJ the Co-Covenantor Agreement(s) in the form prescribed by MBJ at the same time as the Licence is to be executed and delivered to MBJ in the form prescribed by MBJ.

CO-COVENANTOR #1

Name of Co-Covenantor: _____

Address: _____

_____ Postal Code: _____

Telephone: _____ Fax: _____

Relationship to the Proponent: _____

EXECUTION:

Name of signatory
(if Co-Covenantor is a company): _____ Position: _____

Signature: _____ Date: _____

CO-COVENANTOR #1

Name of Co-Covenantor: _____

Address: _____

_____ Postal Code: _____

Telephone: _____ Fax: _____

Relationship to the Proponent: _____

EXECUTION:

Name of signatory
(if Co-Covenantor is a company): _____ Position: _____

Signature: _____ Date: _____

The Co-Covenantor(s) will be required to enter into a Co-Covenantor Agreement in a form prescribed by MBJ. A copy of MBJ's standard form Co-Covenantor Agreement is available upon request. The Co-Covenantor Agreement(s) must be executed as a deed and delivered to MBJ at the same time as the Licence is to be executed and delivered to MBJ. Failure to do so may be treated by MBJ as if the Proponent had failed to execute and deliver the Licence within the time prescribed in the Form of Proposal, and will give rise to the same rights and remedies to MBJ (see Section 4.0 of the Form of Proposal); but the Proponent will be and remain liable regardless.

**SCHEDULE 8
FINANCIAL CAPABILITY AND EXPERIENCE**

Proponents must clearly and unambiguously show that they have the financial capacity to successfully develop, maintain and operate a high-quality Concession that generates high returns for both the Proponent and the Airport.

Proponent shall provide a description of its strategy for financing the project, including anticipated financing costs, discussion of the risks and benefits of the structure, all sources of debt and equity, and long-term outlook for project's financial viability. Proponent should note that, upon expiration of the licence, all buildings and improvements contained in the licensed area shall revert to MBJ. All proposals must address and demonstrate that any financing shall be secured only on the licensehold interest; there shall be no financing on MBJ's fee interest; and that the agreement shall present no cost or risk to MBJ.

1. Attach audited financial statements for the last three (3) years including Balance Sheet, Income Statement, Statement of Retained Earnings and Statement of Changes in Financial Position. Also, please provide the following Annual Revenue by Year:

2019	_____
2018	_____
2017	_____

2. References

Please provide two financial references from the list below.

Financial References

- a) Bank
Names and Title of Contact Person
Telephone Number

- b) Other Accredited Credit Rating Agency
Name and Title of Contact Person
Telephone Number

- c) Insurance Company
Name and Title of Contact Person
Telephone Number

Attach additional pages as required.

**SCHEDULE 9
FINANCIAL PROPOSAL**

Minimum Annual Guarantee, Percentage Rate Bid

The financial offer and forecast are to be based on 2019 passenger traffic figures. However, MBJ recognizes that the gross sales numbers submitted by the Proponent in its proposal in response this Commercial RFP will likely not be achieved in 2022.

The financial offer and forecast are to be based on 2019 passenger traffic figures. However, MBJ recognizes that the gross sales numbers submitted by the Proponent in its proposal in response this Commercial RFP will likely not be achieved in 2022.

Accordingly, MBJ hereby proposes the following temporary modification to the financial terms of the License for the period starting December 1, 2021 up to the end of November 2022:

- From the beginning of the term and for each quarter of the calendar year, MBJ will compare the passenger traffic at the Sangster International Airport for the preceding quarter against the corresponding quarter in 2019. If passenger traffic in the review quarter is below or at 50% of the corresponding period in 2019, the MAG will be reduced by 50% of the amount stated in Item 10 of the Term Sheet.
- If, however, the total passenger traffic for the preceding quarter of the calendar year surpasses 50% of the corresponding period in 2019 then the Concessionaire will be required to pay MAG at the rate proportionate to the traffic compared to the corresponding period of 2019, applied to the MAG stated in Item 10 of the Term Sheet for next quarter. For example, if passenger traffic for the preceding quarter is 60% of 2019 passenger traffic for the corresponding period, the Concessionaire will be required to pay 60% of the MAG stated in the Licence. The final review period will be conducted the third quarter of 2022.

Please note that the Percentage Fee proposed will be charged as at the Commencement Date.

Please fill in the **Minimum Annual Guarantee** offered in both written words and dollar amounts and Minimum Percentage Rate of Gross Sales which is to be set off against the **Minimum Annual Guarantee**.

Note: The Minimum Annual Guarantee, for each period/year must be at least the greater of three percent (3.00%) more than the previous period/year's Minimum Annual Guarantee, or United States Consumer Price Index, and be stated in United States Dollars. The Minimum Annual Guarantee, offered in the following Schedule 9.1 cannot be less than the minimum rate per sq. ft. per annum shown in Table 11.2 of the Basic Terms of Licence in Part II Proposed Concessions - Terms.

Schedule 9.1

Period / Year	Minimum Annual Guarantee, in US\$ for the Period / Year <i>written words</i>	Dollar amounts in US\$	Percentage (%) Fee to be paid (to be set off against Minimum Annual Guarantee, ("MAG"))
Year 1		\$	
Year 2		\$	
Year 3		\$	

Year 4		\$	
Year 5		\$	

FINANCIAL PROPOSAL cont:

Each Proponent shall prepare pro-forma statements covering a five (5) year period for the Concession.

- a) **Project Pro Forma** - All financial models must be included in the submission to MBJ electronically. Proponent must provide a complete project pro forma model in a single Microsoft Excel file ("Proponent Pro Forma"). The Proponent Pro Forma must detail the development scope, project financing, operating projections and capital events. All Proponent Pro Forma must be dynamic with fully functioning linked formulas. MBJ may wish to perform sensitivity analyses on various assumptions within Proponent Pro Forma, therefore all formula should be properly linked to hard coded assumptions. The pro forma should include a cash flow statement detailing the pre-development, construction and operating period cash flows from project commencement through opening and stabilization on a monthly basis including but not limited to:

- development costs
- payments to MBJ
- Percentage Fees
- Minimum Annual Guarantee
- project funding
- revenues
- operating expenses
- net operating income (NOI)
- debt service proceeds from sale or refinancing
- net cash flow available for distribution
- return on equity
- All fees and income that the Proponent, its partners and affiliates, receive from the Concession should be clearly shown.

Revenues shall be detailed by major product categories. Expenses shall be broken down into the following categories: Operating costs, merchandise, wages and salaries, interest, insurance, advertising, depreciation, other expenses (before fees and taxes).

All assumptions and key hypotheses supporting the financial projections should be stated. The financial projections should be based upon management's best estimates with respect to the likely future operating results. The forecasted figures must be reasonable and realistic.

Request for Proposals - Proposed Concession					
Financial Proposal – Pro Forma Statements					
<i>Numbers in thousands</i>	Period/ Year 1	Period/ Year 2	Period/ Year 3	Period/ Year 4	Period/ Year 5
Location	\$	\$	\$	\$	\$
Total Revenues	\$	\$	\$	\$	\$
<u>Expenses</u>					
Operating Costs	\$	\$	\$	\$	\$
Services	\$	\$	\$	\$	\$
Wages & Salaries	\$	\$	\$	\$	\$
Interest	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$
Advertising	\$	\$	\$	\$	\$
Amortization	\$	\$	\$	\$	\$

Other Expenses - Before					
Minimum Fees Bid & Taxes	\$	\$	\$	\$	\$
Total Expenses	\$	\$	\$	\$	\$
Net Profit - Before Minimum					
Annual Guarantee & Taxes	\$	\$	\$	\$	\$

b) **Projected Revenues to MBJ** - A projection of Percentage Rents, and **Minimum Annual Guarantee**, and any other payments to MBJ, projected forward on an annual basis for the initial term of the licence. All assumptions required to calculate these items shall be provided and substantiated.

**SCHEDULE 10
PROPOSAL CHECKLIST AND ACKNOWLEDGEMENT**

The Proponent is to submit the following checklist, required forms and written documents with its Proposal:

- Cover Letter
- One (1) Master file with two (2) separate files to be submitted electronically to commercialrfp@mbjAirport.com clearly marked:
COMPANY NAME
#1 – TECHNICAL PROPOSAL (to include Bid Guarantee)
2 – FINANCIAL PROPOSAL**
- Pro-forma statements and drawings also to be submitted electronically
- Proposals shall be dated and signed by two duly authorized signing officers of the Proponent and stamped with the company seal stamp. Signatures shall be in original handwriting
- Each page of the Form of Proposal and Schedules shall be initialed by one of the authorized signing officers whose signature appears on the execution page of the Form of Proposal
- Bid Guarantee
- Form of Proposal – completed and company seal affixed

TECHNICAL PROPOSAL

- Schedule 1 - Proposal for Food & Beverage Concession
- Schedule 2 - Company Profile & Experience & List of Business References
- Schedule 3 - Marketing, Pricing and Merchandising Plan
- Schedule 4 - Customer Service and Quality Control
- Schedule 5 - Design, Development and Construction Plan
- Schedule 6 - Storage Space Requirements

FINANCIAL PROPOSAL

- Schedule 7 - Covenant / Credit-Worthiness / Co-Covenantor(s)
- Schedule 8 – Financial Capability
- Schedule 9 - Financial Proposal
- Schedule 10 - Proposal Checklist and Acknowledgement

Date

Authorized Signatory

Authorized Signatory

APPENDIX A
DRAFT LICENCE

Please Note – the Draft Licence included herewith as Separate Documents

APPENDIX B

LICENSEE DESIGN CRITERIA MANUAL

Please Note – the Licensee Design Criteria Manual is included herewith as a Separate Document

APPENDIX B (i)
DESIGN GUIDELINES

Please Note – the Design Guideline is included herewith as a Separate Document

APPENDIX C

DRAWINGS SHOWING LOCATION OF PREMISES

Please Note – the Drawings are included herewith as Separate Documents

APPENDIX D

FOOD & BEVERAGE CONCEPTS & PRODUCT LISTING

Location	Category	Concept	Approved Products	Unapproved Products
Pre-Security Ticketing	Food & Beverage	Casual Dining/Grab & Go	Food & Beverage items for immediate consumption (limited amount of pre-packaged food items)	

APPENDIX E

DRAFT BANK GUARANTEE & LETTER OF CREDIT

Please Note – The Draft Bank Guarantee & Letter of Credit are included herewith as a Separate Document