REQUEST FOR PROPOSALS

FOR A
VEHICLE RENTAL CONCESSION AT SANGSTER INTERNATIONAL AIRPORT

MONTEGO BAY, JAMAICA

July 12, 2016

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EXECUTIVE SUMMARY

Sangster International Airport ("the Airport") located in Montego Bay, Jamaica, is operated by MBJ Airports Limited ("MBJ Airport"), a partnership between **Grupo Aeroportuario del Pacifico (GAP)** (Mexico) and **Vantage Airport Group** (Canada), through a Concession Agreement with the Government of Jamaica for thirty (30) years as at 2003.

The Airport serves as the primary gateway to Jamaica and is a major international tourist destination. Over 71% of all visitors to Jamaica arrive through Montego Bay. Total passenger numbers at the end of 2015 was 3.8 million, a 4.6% increase over the previous year. The Airport is served by 18 scheduled carriers serving 38 destinations and 15 charter operations to 20 destinations. Seven of the 15 charter flights operate year-round to 13 cities. 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 120 flights (inbound/outbound) per day. The Airport primarily serves a growing tourist market with 97% 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 of 90 minutes which can be as much as three hours (departing).

MBJ Airport, as airport operator, has invested over a total of US$193 million in the past 12 years in capital infrastructure improvements to transform the Airport into a world-class facility. The Airport is a full-service international airport. The Airport operating environment is common-use with 100 check-in counters, 40 self-service check-in kiosks, fast track services, a VIP lounge and a well-developed commercial programme. The Airport facility boasts a recently overlaid runway with a 20-year life expectancy, a private jet terminal and Fixed Based Operation ("FBO") and cargo developments.

As the Airport develops, MBJ Airport continues to look for opportunities to further enhance the services to meet growing international passenger demands by strategically adding new brands. To achieve this, MBJ Airport is seeking experienced and reputable car rental companies to forge a mutually beneficial business relationship and who will continue to enhance the quality services at MBJ to an established market in a dynamic Caribbean location and tourist destination.

CURRENT VEHICLE RENTAL CONCESSION

There are currently five (5) Airport Vehicle Rental Concessions operating at the Airport and the licenses expire October 31, 2016. The existing facilities consist of counters, offices and seventy three (73) "ready return" parking spaces on paved lands.

THE OFFER

MBJ hereby invites qualified ***Vehicle Rental*** companies to submit a proposal for the development, operation and maintenance of a ***Vehicle Rental*** **Concession** (the Concession") at the Airport. The successful proponent will be responsible for financing, developing, and managing a profitable vehicle rental concession.

The Successful Proponents shall be granted the right and privilege to operate a Vehicle Rental Concession at Sangster International Airport, to use designated terminal space and parking spaces. (Number of parking stalls assigned will be based on need and availability as well as ranking of financial offer as detailed under section 3.1.2. and as assessed and determined by MBJ).

The specific designated passenger processing space will be located at the Arrivals – Meeters & Greeters Area as per the attached plans in Appendix 1. The Parking areas are located in the Airport parking lots as per the attached plans in Appendix 1.

MBJ will allocate space for the Vehicle Rental Counter units and the successful proponent will have the ability to develop the areas as detailed under section 3.1.1.1.

Each Car Rental Company will contribute towards the provision of security of Parking Areas to ensure the area is used only for the authorized purpose and to protect passengers using our airport. These fees will be based on the government rates set for security services.

It is the objective of MBJ Airport to offer up to seven (7) distinct car rental operations as shown below and on plans attached. However, the number of offers this will be determined by MBJ in its sole discretion.

Developed Area
Developed Counter Space – 6
Fully Developed Parking – 78

Undeveloped Area
Undeveloped Counter – Arrivals Meeting & Greeting location – 1
Undeveloped Parking - 20

MBJ's invites proposals from experienced candidates who meet the following criteria:

- recognized company, corporation, partnership or joint venture under the laws of Jamaica
- a member of Jamaica U-Drive Association (JUDA)
- experience in the implementation, management and operation of similar undertakings of this size and complexity;
- have the financial capacity to carry out a project of this size;
- share MBJ's desire to provide excellent customer service;
- will provide vehicle rentals and related vehicle rental services and products suited to the market;
- will provide value for money and competitive pricing; and
- will maximize sales and optimize revenue

BACKGROUND INFORMATION

Jamaica is the third largest island and the largest English-speaking country in the Caribbean and has been recognized as the Caribbean's Leading Destination from the World Travel Awards for the past eight consecutive years. Tourism is vital to the economy of the island and is 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 24.7% of jobs within the Jamaican economy in 2014. Direct contribution to GDP for the period stood at 8.1% with Total contribution of 27.2% Tourism also accounts for approximately 50% of the island's foreign exchange earnings. The island benefits from a high passenger return of up to 50%.

The Airport is located in Montego Bay, Jamaica. The Airport serves as the primary gateway to Jamaica, a major international tourist destination, and facilitates the transit of more than 71% of tourists arriving on island. It is one of the largest, busiest and most ultra-modern airports in the Caribbean.

The Airport is located in Montego Bay, the second largest city on the island. 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, it serves as the most popular airport for tourists visiting the north coast of Jamaica.

The other major international airport in Jamaica is the Norman Manley International Airport (NMIA) situated in Kingston, the capital city, with passenger traffic of 1.53 million in 2015. With its proximity to the nation's capital, NMIA is of significant importance for business travel.

The Airport is the airport of choice to even visitors going to the opposite end of the island due to the greater availability of flights and in most instances, lower airfares.

With a modern road and highway system, the distance between the Airport and Kingston City Centre is approximately 177 kilometres with driving time of approximately 2.5 hours.

The Airport served over 3.80 million total passengers in 2015. Historically, passenger arrivals comprise 49% and passenger departures comprise 51% of total traffic.

The International Terminal Building is designed to handle up to 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.

There are 115 businesses operating on the Airport which provide jobs to approximately 5,300 badged airport staff.

The Airport has also been annually recognised as the Caribbean's Leading Airport since 2009 by World Travel Awards. The Airport was inducted into the Director General's Roll of Excellence by the Airports Council International (ACI) in 2014. This recognition comes as a result of the Airport being amongst the top five airports in the Caribbean and Latin American region in the Airport Service Quality Surveys (ASQ) for the last 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. The most recent recognition was being named the Caribbean's # 1 Airport by Caribbean Journal for 2015.

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.

Top 10 Airlines & Gateways

SCHEDULE

ACTIVITY (All Times are Eastern Standard Time) UTC/GMT (– 5:00 hours)	**DATE**
Issue RFP	July 12, 2016
Site Visit	July 18 – 22, 2016
Final date for Questions	August 11, 2016
Submission	August 22, 2016
Award	August 31, 2016
Licence Executed	September 16, 2016
Concession Start Date	November 1, 2016

PART I
PROPOSAL SUBMISSION AND SELECTION PROCESS

1.0 INVITATION

MBJ Airport invites Proponents to submit a proposal for the development and operation of a Vehicle Rental Concession at the Airport. The successful Proponents are required to enter into a **VEHICLE RENTAL CONCESSION LICENCE** with MBJ Airports Limited ("the Licensor") as described in Section 8.0 of these Instructions.

The Licensor prefers Proponents that agree to the terms of the Draft Vehicle Rental Concession Licence attached as Appendix "A". If you are in agreement with a key term of the licence, please indicate clearly your proposed changes to relevant sections. This will be taken into consideration by MBJ when evaluating the applicable Proposal.

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:
  - (1) Proposal for Vehicle Rental Concept;
  - (2) Company Profile;
  - (3) Financial Proposal
  - (4) Financial Capability and Experience;
  - (5) Marketing, Sales and Pricing Plan;
  - (6) Design, Development and Construction Plan;
  - (7) Storage Space Requirements;
  - (8) Covenant / Credit-Worthiness / Co-Covenantor(s) & Business References
  - (9) Proposal Checklist and Acknowledgement
- Addenda, as may be issued from time to time

Appendix A – Draft Vehicle Rental Concession Licence Agreement
Appendix B – Design Criteria Manual
Appendix C – Drawing showing Location of Counter and Parking Spaces

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 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 **ONE (1) ORIGINAL AND TWO (2) COPIES. (THREE (3) COMPLETE SETS) OF THE PROPOSAL MUST BE SUBMITTED.**

3.3 Proposals must be in writing and received by MBJ at its offices referred to in **Section 3.10** before Closing Time. Proposals received after Closing Time will be returned unopened. Proposals sent by facsimile or email will not be accepted.

3.4 Proposals shall be prepared and completed on the attached forms, with all schedules fully and properly completed and with the pro-forma statements also being submitted on a flash drive or CD. Proposals must be completed in ink or typed, **pencil is not acceptable**. 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 submitted in a sealed envelope bearing the name and address of Proponent and marked:

REQUEST FOR PROPOSALS
VEHICLE RENTAL CONCESSION
MBJ AIRPORTS LIMITED
SANGSTER INTERNATIONAL AIRPORT

3.6 Proposals shall be dated and signed by two duly authorized signing officers of the Proponent. Signatures shall be in original handwriting; facsimile signatures will not be accepted.

3.7 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.

3.8 The Licensor 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 the Licensor.

3.9 Proposals that contain quantifying conditions or otherwise fail to conform to these Instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, the Licensor 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 the Licensor and may be waived by the Licensor unilaterally.

A Bid Guarantee in the amount of three (3) times the Minimum Guarantee in the form of a Manager's Cheque is payable to MBJ Airports Limited or a Bank Guarantee in the name of MBJ Airports Limited or via wire transfer to the account below.

Bank Name:	The Bank of New York Mellon
ABA #:	021-000-018
SWIFT:	IRVTUS3NAMS
Account #:	2348568400
Account Name:	MBJ Offshore Revenue Account

The Bid Guarantee of the successful Proponent will also be returned in exchange for a Security Deposit under the Licence. The **Security Deposit** is required for each concession in the form of Letter of Credit, Bank Guarantee, certified cheque or cash in the sum equivalent to three (3) month's revenue (Higher of Minimum Guaranteed Fee "MAG" or Percentage Fee) to the Licensor.

3.10 CLOSING OF PROPOSALS

Sealed proposals in packages marked "**Request for Proposal Vehicle Rental Concession: Sangster International Airport,**" will be received by The Licensor on or before **August 22, 2016 p.m. and then privately opened.** The status of each proponent's application will be communicated no later than August 31, 2016**.** Proponents must submit ONE (1) ORIGINAL PROPOSAL AND TWO (2) COPIES to:

Mrs. Natalie Brown – Campbell
Commercial Division – International Departures Terminal
MBJ Airports Limited
Sangster International Airport
Montego Bay
St. James
940-7043
Email: nbrown@mbjairport.com

4.0 SITE TOUR, CLARIFICATIONS, QUESTIONS AND INQUIRIES

4.1 The Licensor will conduct a **Site Tour** as requested. Site Tours will be facilitated as at **July 18 – July 22, 2015.** Interested parties will be required to request the Site Tour at least **48 hours** in advance. The name of the company, its attending agents as well as contact information must be submitted via email: nbrown@mbjairport.com and shislop@mbjairport.com

4.2 The Licensor may issue additional information, clarification or modification to the Documents by written Addendum. The Licensor shall not be bound by oral or other informal explanations or clarifications not contained in such addenda.

4.3 The Licensor will only consider written questions received on or before **August 11, 2016.** All written inquiries must be directed to the address shown in **Section 3.10** or sent by facsimile to Fax Number (876) 940-0884 or via email to nbrown@mbjairport.com.

4.4 Answers and/or clarifications to questions will be sent to all Proponents who have requested documents according to the records of the Licensor and posted on the Airport's website: http://www.mbjairport.com/business-development.

4.5 Proponents shall notify the Licensor in writing should they find any inconsistency, discrepancy, ambiguity, error or omission in the Documents.

4.6 Proponents, if uncertain or in doubt as to the intended meaning of the Documents, or of any term in the Documents, may submit to the Licensor a written request for clarification.

4.7 Proposals should not be sent by any electronic means of communication (e.g. facsimile or electronic mail).

Proponents using any electronic transmissions to make inquiries relative to their Proposal assume the entire risk that the email or facsimile document will be properly received by the Licensor, on time or at all, and that all other requirements herein will be satisfied. The Licensor 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 the Licensor's equipment, the errors or omissions of the Licensor's employees or

agents, the interruptions or inability to obtain a connection with the Licensor's equipment, the response time of the Licensor's equipment, insufficient paper supply for facsimile machines or for any reason whatsoever.

4.8 All written Addenda issued by the Licensor before Closing Time shall be delivered to all Proponents who have requested Documents according to the records of the Licensor. All Addenda shall be incorporated into and become part of the Documents.

4.9 Proponents shall complete the Form of Proposal acknowledging receipt of all Addenda.

4.10 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.

4.11 Proponents, at their cost, may be required to make a verbal presentation to the Licensor's Selection Committee.

4.12 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 Concession, all noted minimum qualification requirements listed below must be met.

5.1 Experience

Proponent must be able to demonstrate ownership or operation of a successful Vehicle Rental Concession/Company or other business for at least three (3) years.

Proponent must be able to prove minimum turnover of approximately **US$400,000** per annum for Rental of cars from Sangster International Airport.

5.2 Financial Capability

Proponent must clearly and unambiguously show that they have the financial capability to successfully develop, maintain and operate the 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 lease, licence or contractual agreement with the Licensor will be ineligible for the award of a Licence unless financial arrangements satisfactory to the Licensor 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 the Licensor will be ineligible to be awarded a Licence.

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.

6.0 EVALUATION OF PROPOSALS AND AWARD OF CONCESSION

6.1 The evaluation of responses will be based on a number of factors, weighted according to the needs of the Licensor. All properly completed proposals will be evaluated. Any implication that any Proposal at all will be accepted is hereby expressly negated. The Licensor 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 the Licensor be responsible for the costs of preparation and submission of Proposals.

The Licensor reserves the right to evaluate submissions according to any criteria it determines to be appropriate. To give Proponents some guidance, five (5) principal criteria will be relied upon:

Financial Proposal and Value to MBJ The heaviest weight will be given to the financial proposal and the value of the business opportunity to MBJ. The following will be assessed: o Minimum Guaranteed Fee o Percentage Fee o Reasonableness of Forecast of Gross Sales o A 3-year financial forecast must be submitted for all concessions on Flash Drive together with a hard copy complete with assumptions. All Financial documents must be completed in US currency.	40%
Financial Capabilities The ability of the proponent to financially sustain the operation. Proponents must clearly and unambiguously show that they have the ***financial capacity to successfully develop, maintain and operate a high quality Vehicle Rental Concession that generates high returns for both the Proponent and the Airport***. Factors that will be evaluated are: • Historical Gross Sales of US$400,000 or more per annum • Bank Statement showing cash balances or credit facilities in place • Business References	15%
Brands Representing The proponent must show copies of licenses/agreement they have with all the companies and list the brands they will represent.	20%
Marketing Plan –Describe the marketing strategy the Proponent will use in the promotion of the Vehicle Rental Concession with emphasis on obtaining maximum patronage and revenues.	5%

Experience • Must show sufficient proof of having successful experience in operating a Vehicle Rental business or concession or other business for no less than three (3) years in an airport or similar environment of comparable size. • Describe recent dynamics and trends in the Vehicle Rental industry and how the Proponent would like to apply its knowledge and experience to Sangster International Airport.	10%
Operational strategy - Description of the ***management structure*** and ***operating plan*** that the Proponent will use to effectively manage and operate the Concession on a day to day basis. Include resumes for key management positions. Proponent's plan for improving the Vehicle Rental program and passenger experience through the use of technology and industry trends. Detail the Customer Service & Quality Control Program to be used to generate maximum revenue.	10%

AWARD OF CONCESSION
The successful Proponent will be notified of the award of the Concession no later than **August 31, 2016.**

7.0 CONDITIONS

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

7.2 The Licensor 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 the Licensor will have no liability or obligation to any Proponent except only to negotiate with the Proponent, if any, awarded the Licence by the Licensor in its sole discretion pursuant to clause 7.5 herein. Each Proponent agrees that, if it is not awarded the Licence, then whether or not the Licensor has discharged any express or implied obligation, the Licensor shall be fully and forever released and discharged of all liability and obligation in connection with this Request for Proposals.

7.4 In particular, the Licensor 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 the Licensor, whether original or copies, shall be kept or disposed of by the Licensor.

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

7.6 The Licensor may, anything to the contrary notwithstanding, if considered to be in the best interests of the Licensor or most advantageous, at any time elect to request re-submissions by the Proponents, or by one or more of the Proponents as the Licensor determines to be in the best interests of the Licensor 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. The Licensor may also elect to cancel the RFP, without any liability or obligation to any proponent or anyone acting on their behalf.

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

7.8 The Licensor 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 Vehicle Rental Concession Licence supersede the contents of the RFP and all associated documentation.

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

7.10 Notice of intention to award will be in writing by an authorized representative of the Licensor. Each Proponent understands and is aware that an intention to award places no obligation on the Licensor. A Contractual obligation is created only with a fully executed License pursuant to 7.5.

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 FORM OF LICENCE

The successful Proponent will be required to enter into a Licence (the ***"Licence"***) with the Licensor 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 the Licensor may reasonably stipulate.

9.0 MODIFICATIONS

9.1 Proposals may only be modified in writing, signed by an authorized signing officer of the Proponent who has signed the **Form of Proposal**. The Licensor shall only accept modifications on or before Closing Time of **3:00pm August 22, 2016.** Modifications made verbally, by facsimile or by email transmission <u>will not be accepted</u> and modifications received after Closing Time will not be considered and <u>will not form part of any Proposal submitted</u>.

PART II

PROPOSED CONCESSIONS – TERMS

11.0 BASIC TERMS OF LICENCE

11.1 Basic Terms of the Licence

Table 11.1: The following are the basic terms of the Licence:

Length of Licence:	**2 years**
Premises:	See Drawings – Appendix C
***Minimum Guaranteed Fee (MAG) Fee** refers to the annual guaranteed amount to be paid to the Licensor in equal instalments on the 1st of each and every month:	**To be as set out in the Proponent's proposal-Refer to section 11.2**
Percentage Fees (to be set off against the MAG):	**To be as set out in the Proponent's proposal-Refer to section 11.2**
Date Licence signed:	
Commencement Date of Licence:	November 1, 2016
Fixturing Period:	Sept 6 – Oct 31, 2016 for the undeveloped space
Start Date of Operation:	November 1, 2016
Utilities:	Licensor responsible for utility charges
Security Deposit Requirement:	Equivalent to three (3) Months' Revenue to the Licensor (Higher of MAG and Percentage Fee)
Insurance Coverage:	**US$1,000,000.00**
Operating Name:	As proposed by Proponent and approved by Licensor

*The first monthly MAG payment is required at the commencement of the Licence.

More detailed terms and conditions are set out in the Draft Licence attached as Appendix "A". The successful Proponent will be required to execute and deliver the Licence to the Licensor by **September 16, 2016**.

11.2 Minimum Guaranteed Fee and Percentage Fees

The Proponent's Proposal will set out the Financial Offer (see Schedule 3 of the Form of Proposal) as to the fees payable by the Proponent to the Licensor under the Licence. **The Minimum Guaranteed Fee (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 higher of***:

- The MAG quoted by the Proponent to the Licensor (see **Schedule 3 of the Form of Proposal)**

  OR

- The Percentage Fee rate of Gross Sales quoted by the Proponent to the Licensor in Schedule 3 of the Form of Proposal

The following table shows the Minimum Guaranteed Fee and Minimum Percentage Fee that have been set by the Licensor. Interested persons should note that this is a highly competitive process, and it is normal and acceptable to submit bids above the Minimum Guaranteed Fee (MAG) and Minimum Percentage Fees shown**.**

Table 11.2

Office Location	Parking Slots	Minimum Guarantee Fee / Month	Minimum Guarantee Fee / Annum	Minimum Percentage Fee
1	14	$ 10,500.00	$ 126,000.00	13%
2	25	$ 18,750.00	$ 225,000.00	13%
3	12	$ 9,000.00	$ 108,000.00	13%
4	12	$ 9,000.00	$ 108,000.00	13%
5	10	$ 7,500.00	$ 90,000.00	13%
6	5	$ 3,750.00	$ 45,000.00	13%
7*	20	$ 11,500.00	$ 138,000.00	10%

*Undeveloped Location

11.3 **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.

11.4 **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 Vehicle Rental concessions that will be developed at the Airport at any time.

The successful Proponent will be granted the right to develop and operate the Concession in a manner that complies with the concepts outlined in Schedules 1.0 - 9.0 of the Form of Proposal and all the Sections of this Document.

11.5 **Examinations by Proponent**

Each Proponent shall, before submitting a Proposal, examine the attached drawings of the Premises and satisfy itself as to the locations 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 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) Develop, maintain and operate the Concession 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 company 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, fixturing, equipping, commissioning and operation of the Premises, as necessary.

For the undeveloped area, 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.

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 comprise the following elements:

- **Preliminary Dimensioned Space Plan;**
- **Concept Renderings showing perspective(s) or elevation(s) of the proposed development of Vehicle Rental space**
- **Preliminary cost estimate and development timetable showing how work will be completed and the Premises ready for business on the commencement date.**

The successful Proponent will ultimately be required to provide the Licensor with a detailed development plan, cost estimate and final development schedule for the Premises. The Licensor development process is set out in detail in the document titled "**Licencee 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.

Refer to the Licensee Design Criteria Manual regarding power supply.

All the Licencee required data and telecommunication wiring between the Licensor's equipment room and the Licencee's Premises including wall plates and wiring termination shall be installed at Licencee's expense.

14.1 Premises Design Process

The intent of the "**Licensee Design Criteria Manual - Sangster International Airport**" is to provide Proponents, their designers and contractors the information necessary to design and develop the Premises. 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.

14.2 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. All upgrades will be done by the Proponent's contractor at their cost, with MBJ Airports Limited's team providing oversight.

14.3 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.

14.4 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/ Project Coordinator 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.

14.5 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 equipment and 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.

14.6 Temporary Services

The successful Proponent will need to provide its workers with temporary clean-up facilities and water.

14.7 Parking

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

14.8 Waste Removal

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

14.9 **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 the Licensor permitting the undersigned to be engaged in supplying work or materials in connection with the construction and development of Premises at the Sangster International 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."

14.10 **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 Licensor will require Proponent's contractors to abide by the conditions similar to those outlined in MBJ's General and Special Conditions of Contract.

PART IV
STATISTICAL INFORMATION

15.0 TRAFFIC STATISTICS AND FORECAST

Sangster International Airport handles approximately 70.1% of the country's international passenger traffic. International cruise ship passengers on trips in the Caribbean and to North America use the Airport to access the seaport.

Table 15.1 presents the historical passenger statistics for the Airport for the period 2003-2015. 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 and Forecast Passenger Statistics

Year	International Arriving Passengers	International Departing Passengers	Actual and Projected
Fiscal 2003-04	1,225,956	1,225,357	Actual
Fiscal 2004-05	1,285,674	1,279,740	"
Fiscal 2005-06	1,321,501	1,351,988	"
Fiscal 2006-07	1,448,887	1,483,781	"
Fiscal 2007-08	1,502,208	1,496,675	"
Fiscal 2008-09	1,469,963	1,479,119	"
Calendar 2009	1,482,822	1,485,522	"
Calendar 2010	1,560,747	1,565,590	"
Calendar 2011	1,589,608	1,595,861	"
Calendar 2012	1,621,983	1,627,377	"
Calendar 2013	1,693,358	1,699,766	"
Calendar 2014	1,742,515	1,804,853	"
Calendar 2015	1,845,849	1,863,193	"
Jan – Jul 2016	1,002,472	1,049,982	"

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

The Passenger Statistics presented in this document are for information only. Please note that these statistics were derived from information provided by the Government of Jamaica (GOJ) and data collected by MBJ from airlines serving the Airport. Neither the GOJ nor MBJ 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 warrantied 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.

Market share of Jamaica Arrival Statistics

The chart below shows the visitor market share of arriving passengers to Jamaica for 2014.

Figure 15.2 – Visitor Market Share

Source: Jamaica Tourist Board

15.2 Destination Cities by Carrier(s) serving MBJ

Schedule Operation

Airline	Destination Served
Aerogaviota	Havana - Holguin
Air Canada/ Air Canada Rouge	Halifax
	Montreal
	Ottawa
Air Canada Rouge (Only)	Toronto
	Winnipeg
Air Transat	Calgary
	Edmonton
	Halifax
	Hamilton
	Montreal
	Regina
	Ottawa
	Toronto
American	Chicago
	Dallas
	Miami
	Los Angeles
	Boston
	Charlotte
	Philadelphia
Caribbean Airlines	Fort Lauderdale
	New York
Cayman Airways	Grand Cayman Island
Condor	Frankfurt
	Munich
Copa Airlines	Panama City
Delta	Atlanta
	Detroit
	Minneapolis
	New York

Airline	Destination Served
Jetair Fly	Brussels
Jetblue	Boston
	New York
	Orlando
	Ft. Lauderdale
Southwest	Baltimore
	Chicago Midway
	Houston Hobby
	Orlando
Spirit Airlines	Fort Lauderdale
Sunwing	Calgary
	Edmonton
	Halifax
	Moncton
	Montreal
	Ottawa
	Regina
	Quebec
	Saskatoon
	St John's
	Toronto
	Vancouver
	Winnipeg
United Airlines	Chicago
	Houston
	Newark
	Washington
Virgin Atlantic	London-Gatwick
West Jet	Halifax
	Montreal
	Ottawa
	Toronto
	Winnipeg

Charter Operation

Airline	Destination Served
Air Berlin	Dusseldorf
	Munich
Allegiant Air	Cincinnatti
Arkefly	Amsterdam
Blue Panorama	Milan
Canjet	Toronto
Frontier Airlines	Milwaukee
	St Louis
Eurowings	Cologne
Miami Air Internat	Eastern & Southern USA
Very adhoc Charter ops	Various routes
Neos Spa	Milan
	Milwaukee

Airline	Destination Served
Sun Country	Minneapolis
Thomas Cook Scandinavia	Stockholm
	Gothenburg via Oslo
Thomson Airways	Birmingham
	Cardiff
	Doncaster
	Dublin
	London-Gatwick
	Manchester
	Stockholm
	Helsinki
	Copenhagen
Xtra Airways	Chicago
	St. Louis

Please note: Not all carriers offer year round service and, some destinations may be serviced on a seasonal basis.

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 Concession in the International Terminal 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 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 8.0 under Part 1, INVITATION AND INSTRUCTIONS of the Request for Proposals within four (4) 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 3.9 Submission of Proposals under Part 1, INVITATION AND INSTRUCTIONS 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 _____ and will be irrevocable until then.

2.0 SCHEDULES

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

(1) Proposal for Vehicle Rental Concession;
(2) Company Profile;
(3) Financial Proposal
(4) Financial Capability and Experience;
(5) Marketing and Sales Plan;
(6) Design, Development and Construction Plan;
(7) Storage Space Requirements;
(8) Covenant / Credit-Worthiness / Co-Covenantor(s) & List of Business Reference;
(9) Proposal Checklist and Acknowledgement.

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 APPLICANT

If the Proponent fails to execute the Licence within the period provided in Section 9 under Part 1, INVITATION AND INSTRUCTIONS 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' 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 Proponent is comprised of more than one person, then the obligations of the said persons will be joint and several.

(c) 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, INVITATION AND INSTRUCTIONS 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 Proponent has not in any manner sought by collusion to secure for the Proponent or for any other person any advantage over any other Proponent.

The Proponent confirms that by submitting this Proposal the Proponent accepts and agrees to be bound by all of the terms and conditions set out under Part 1, INVITATION AND INSTRUCTIONS, all Addenda and the rest of the Request for Proposal Documents.

IN WITNESS WHEREOF, this Proposal has been executed as a deed under seal this _____ day of

_____, by

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

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:	)))))	
_____ Signature of Witness	))	_____ (seal) Signature
_____	)))	Legal Name carrying on business under the name and style:
_____ Address	))))	_____ _____ Business Name

SCHEDULE 1
PROPOSAL FOR DEVELOPMENT & OPERATION
OF AN VEHICLE RENTAL CONCESSION

1. The Proponent is submitting a Proposal for the Vehicle Rental Concession 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

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:

Name	Address	Share %

(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:

Name	Address	% of Ownership

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 Vehicle Rental businesses or facilities operated by your company in the last five years. Highlight any specific experience in operating Vehicle Rental 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 Proponent's concession each year from operations at the Airport.

7. List union affiliations and/or labour agreements to which the Company is signatory together with the expiry date for each agreement.

8. List the Brands that the company will represent and provide copies of agreements.

Attach additional pages as required.

SCHEDULE 3
FINANCIAL CAPABILITY AND EXPERIENCE

1. List relevant Car Rental or other 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.

2. 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. ***Required from existing operators also.*** Provide Annual Revenue by Year for the last three (3) years.

   2015 _____

   2014 _____

   2013 _____

3. Business References

   Provide a list of references, include: business name, contact person(s), business relationship/nature of reference, phone number and address (i.e. previous contracts, current contracts, previous and existing clients, etc.). In addition, provide the following references:

   Written References from Financial Institution showing length of relationship, balances or credit facilities in place

   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 ( )

4. Industry Knowledge

   Describe recent dynamics and trends in the retail industry and how the Proponent would apply its knowledge and experience to Sangster International Airport.

SCHEDULE 4

FINANCIAL PROPOSAL
Minimum Guaranteed Fee, Percentage Fee Rate Bid and Forecast Gross Sales

Please fill in the Minimum Guaranteed Fee that is offered in both written words and dollar amounts and Minimum Percentage Fee Rate of Gross Sales.

Note: The Minimum Guaranteed Fee for each period/year must be at least five (5%) more than the previous period/year's Minimum Guaranteed Fee and be stated in United States Dollars. The Minimum Guaranteed Fee offered in the following Schedule 3.1 cannot be less than the minimum per annum shown in Table 11.2 of Section 11, Basic Terms of Licence.

Schedule 3.1

Period / Year	**Minimum Guaranteed Fee in US$ (Rate per Passenger)** ***written in words***	**Dollar amounts in US$**	**Percentage (%) Fee to be set off against the Minimum Guaranteed Fee (MAG)**
Year 1		**$**	
Year 2		**$**	
Year 3		**$**	

_____ _____

Date **Authorized Signatory**

_____

Authorized Signatory

FINANCIAL PROPOSAL cont:

Each Proponent shall prepare pro-forma statements covering a three (3) year period for the Vehicle Rental Concession. A breakdown of revenues shall be provided for each year broken down by months.

Period / Year 1:
Period / Year 2:
Period / Year 3

Revenues shall be detailed by pre-booked and un-booked revenues.

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.

To assist the Proponents in preparing this information and to help the Licensor analyze the proposals being submitted, a flash drive or CD ROM should be included with the RFP package. We would ask that you input the required information onto the spreadsheet and include a flash drive or CD ROM with your RFP. A hard copy of the completed spreadsheet should also be included with the RFP in case the flash drive becomes corrupted or the file is erased.

Request for Proposals - Proposed Concession
Financial Proposal – Pro Forma Statements

Numbers in thousands	Period/ Year 1	Period/ Year 2	Period/ Year 3
Revenues from Pre-booked Rentals			
Other Revenues			
Time and Kilometre			
Insurance Revenues			
Total Revenues	**$**	**$**	**$**

SCHEDULE 5
MARKETING AND SALES PLAN

(1) Overall Marketing Strategy

Describe the marketing strategy the Proponent will use in the promotion of the Vehicle Rental Concession with emphasis on obtaining maximum patronage and revenues.

Attach additional pages as required.

SCHEDULE 6
DESIGN, DEVELOPMENT AND CONSTRUCTION PLAN

1. Details of the Vehicle Rental elements, design, concepts and use of material to be utilized along with the necessary renderings or photos must be included.

2. Proponents must demonstrate the ability to complete the development in the timeframe stated.

The following must be incorporated in the Proposal(s):

A. A schematic floor plan of Vehicle Rental concession space proposed.

B. One or more sketches of the proposed concession or photographs of existing facilities that represent the type of development Proponent would place in the Airport.

C. The total capital investment of all improvements proposed for the Vehicle Rental space and allocation of costs.

Development Schedule
Proponent must provide a schedule that includes a plan for the development, design and construction of the counter and parking facility.

The Capital Investment Breakdown for the Premises, which is a major part of the evaluation criteria, must be provided as shown below:

Construction Timetable

a) Provide detailed construction timetable demonstrating how the construction work will be completed on time with the Premises being fully operational and ready for business as provided for in in the Licence.

b) The Proponent will make reasonable best efforts to minimize inconvenience to passengers and customers, during the Fixturing Period and any other period that the Proponent is carrying out any development work.

SCHEDULE 6
OPERATIONAL STRATEGY, CUSTOMER SERVICE AND QUALITY CONTROL

Operational Plan - Description of the ***management structure*** that the Proponent will use to effectively manage and operate the Concession on a day to day basis. Include organizational chart and resumes for key management positions detailing qualifications, employment history and experience.

Include a plan for improving the Vehicle Rental program and passenger experience through the use of technology and industry trends.

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.

2. Quality Control:

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

SCHEDULE 7
COVENANT / CREDIT-WORTHINESS / CO-COVENANTOR(S) & BUSINESS REFERENCES

One of the criteria that will be considered by the Licensor 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 the Licensor 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 the Licensor the Co-Covenantor Agreement(s) in the form prescribed by the Licensor at the same time as the Licence is to be executed and delivered to the Licensor in the form prescribed by the Licensor.

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 #2

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 the Licensor. A copy of the Licensor's standard form Co-Covenantor Agreement is available upon request. The Co-Covenantor Agreement(s) must be executed as a deed and delivered to the Licensor at the same time as the Licence is to be executed and delivered to the Licensor. Failure to do so may be treated by the Licensor 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 the Licensor; but the Proponent will be and remain liable regardless.

LIST OF BUSINESS REFERENCES

Proponents must submit as part of the proposal, no less than three (3) business references which may include, but is not limited, to current or former airport operator, landlord, licensor or supplier.

This section must include written references from each business listed.

SCHEDULE 8
PROPOSAL CHECKLIST AND ACKNOWLEDGEMENT

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

- ❑ **Cover Letter**
- ❑ **Bid Guarantee (Three (3) times the Minimum Guarantee Fee)**
- ❑ **Form of Proposal**
- ❑ Schedule 1 - Proposal for Vehicle Rental Concession
- ❑ Schedule 2 - Company Profile
- ❑ Schedule 3 – Financial Proposal
  - ❑ Flash Drive
- ❑ Schedule 4 - Financial Capability and Experience
- ❑ Schedule 5 – Marketing & Sales Plan
- ❑ Schedule 6 - Design, Development and Construction
- ❑ Schedule 7 - Operational Strategy
- ❑ Schedule 8 - Covenant / Credit Worthiness / Co Covenantor(s) Undertaking & Business References
- ❑ Schedule 9 - Proposal Checklist and Acknowledgement

_____ _____
Date **Authorized Signatory**

_____
Authorized Signatory

NOTE: ONE ORIGINAL AND THREE COPIES OF THE PROPOSAL MUST BE SUBMITTED

APPENDIX A

DRAFT LICENCE

<u>Please Note</u> – the Draft Licence is included herewith as a Separate Document

APPENDIX B

LICENCEE DESIGN CRITERIA MANUAL

<u>Please Note</u> – the Licencee Design Criteria Manual is included herewith as a Separate Document

APPENDIX C

DRAWINGS SHOWING LOCATION OF VEHICLE RENTAL SPACES

<u>Please Note</u> – the Drawings are included herewith as a Separate Document