



REQUEST FOR PROPOSAL

FOR

LANDSIDE SECURITY SERVICES

SANGSTER INTERNATIONAL AIRPORT

MBJ AIRPORTS LIMITED
REQUEST FOR PROPOSAL
LANDSIDE SECURITY SERVICES

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PART I

INVITATION AND INSTRUCTIONS

1.0 INVITATION

MBJ Airport Limited (“MBJ”) invites qualified Proponents to submit a proposal for Landside Security Services at the Sangster International Airport in accordance with the Scope of Services as outlined in Part II of this Request For Proposal (“RFP”).

The efficiency and quality of the service provided shall be a reflection of MBJ’s image and its ability to provide superior customer service in a safe, attractive, and proficient manner. The successful Proponent will be expected to meet stringent safety, efficiency, environmental, and quality standards. They are also expected to employ management and operational personnel with experience and expertise in the provision of this service.

Proponents must submit all information requested on the Form of Proposal and accompanying Schedules that follow these instructions.

Note: MBJ reserves the right to add or remove Proponents at its sole discretion; also the right not to accept any Proposal submitted, and may seek additional or further Proposals from any other party or parties. MBJ also reserves the right to retain proposals submitted in connection with this RFP at its sole discretion.

2.0 PROFILE OF QUALIFIED PROPONENT

MBJ is dedicated to providing the highest level and quality of service to users of the Airport in all facets of activities associated with the Airport, including its own supply chain management. MBJ strives to minimize costs and maximize efficiency in its requirements. To ensure that this is achieved, the successful Proponent must:

- a) Have experience and success in the effective design, implementation, and operation of this service in similar undertakings of this size and complexity.
- b) Must have valid Jamaican Private Security Regulatory Authority (PSRA) credentials
- c) Have the financial capacity to deliver the service.
- d) Share MBJ’s desire to provide excellent customer service, high environmental and quality standards at the best possible cost.
- e) Tax Compliant.

3.0 CLOSING OF PROPOSALS

Sealed proposals in packages marked “**Request For Proposals RFP# PUR 07_2015 Landside Security Services for Sangster International Airport**” will be received by MBJ Airports Limited by **July 31, 2015 at 3:30 p.m.** (“Closing Time”), and then privately opened.

Proposals must be submitted in ONE (1) ORIGINAL AND TWO (2) COPIES to:

Attention: Yvonne Rochester
Purchasing Manager
MBJ Airports Limited
Sangster International Airport
Montego Bay, Jamaica

A Bid Security of one percent of the total bid must be submitted along with the proposal.

Upon notification of the award of the contract, the bid security will be returned to the unsuccessful bidders. The successful proponent's bid security will be retained by MBJ until the Performance Guarantee for the contract is satisfied.

4.0 MANDATORY PROPONENT BRIEFING

The meeting will be held at MBJ Airports Limited on July 17, 2015 at 11:00 a.m. in the Security Training Room, at Sangster International Airport, Montego Bay, St James. All interested Proponents must attend for consideration in the RFP.

5.0 REQUEST FOR PROPOSAL DOCUMENTS

5.1 The "Documents" consist of:

- (a) These Instructions
- (b) Scope of Services
- (c) Form of Proposal
- (d) Schedules to Form of Proposal:
 - (1) Company Profile
 - (2) Financial References
 - (3) Organizational Structure
 - (4) Proposed Implementation Plan
 - (5) Quality Control Policy and Procedure
 - (6) Technological Capabilities
 - (7) Pricing/Cost
- (e) Appendix A – Scope of Works for Towing Services
- (f) Appendix B - Draft Security Contract
- (f) Addenda, as may be issued from time to time

5.2 Proponents should ensure that they receive all components that make up the "Documents" as set out in Section 5.1.

6.0 INTERPRETATION AND MODIFICATION OF DOCUMENTS

6.1 Definitions of terms are set out in the Request for Proposal Documents.

6.2 MBJ may issue additional information, clarification or modification of the Documents by written addendum. MBJ shall not be bound by oral or other informal explanations or clarifications not contained in such addenda.

6.3 MBJ will consider written questions received by July 24, 2015. All written enquiries must be directed to the attention of Yvonne Rochester, Purchasing Manager, Telephone: 952-2712, Email: yrochester@mbjairport.com or at the address set out in Section 3.0 or sent by facsimile to 940-6591.

6.4 All Requests for Proposal submissions must be in writing and received before Closing Time at the address set out in Section 3.0.

6.5 Proponents shall immediately notify MBJ in writing should they find any inconsistency, discrepancy, ambiguity, error or omission in the Documents.

- 6.6 Proponents, if uncertain or in doubt as to the intended meaning of the Documents, or of any term in the Documents, may submit to MBJ a written request for clarification.
- 6.7 Proposals should not be sent by electronic means of communication (e.g.: facsimile, electronic mail (e-mail), etc.). Proponents using any electronic transmissions to make enquiries relative to their Proposal assume the entire risk that the e-mail 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 e-mail 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 connection with MBJ's equipment, insufficient paper supply for facsimile machines or for any reason whatsoever.
- 6.8 All written addenda issued by MBJ before Closing Time shall be delivered to all Proponents who have received Documents according to the records of MBJ. All addenda shall be incorporated into and become a part of the Documents.
- 6.9 Proponents shall complete the Form of Proposal acknowledging receipt of all addenda.
- 6.10 Proponents shall examine all Documents relating to this RFP and make an independent judgment as to the circumstances and conditions affecting the business opportunity of 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 this RFP.
- 6.11 As a part of the evaluation process, all Proponents must, at their cost, attend the mandatory site visit on the day of the Pre-proposal meeting in order to assess all the areas, components and units required for satisfactory preparation of Proposal and discharge of contracted obligations, if successful.
- 6.12 Each Proponent shall, before submitting its Proposal, thoroughly examine and assess the requirements and specifications set out in this RFP, 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 is familiar with and accepts all of the foregoing.
- 6.13 MBJ does not warrant or assume any legal liability or responsibility for the accuracy, completeness, interpretation or usefulness of any information or process disclosed, to the extent that each Proponent should undertake its own due diligence checks.

7.0 SUBMISSION OF PROPOSAL

- 7.1 Proposals must conform to all Instructions.
- 7.2 ONE (1) ORIGINAL AND TWO (2) COPIES OF THE PROPOSAL MUST BE SUBMITTED
- 7.3 MBJ shall receive proposals at its offices referred to in Section 3.0 before Closing Time. Proposals received after Closing Time will be returned unopened. Proposals sent by facsimile or email will not be accepted.

- 7.4 Proposals shall be prepared and completed on the attached forms, with all schedules fully and properly completed. Please complete in ink or type, **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.
- 7.5 Proposals shall be submitted in a sealed envelope bearing the name and address of Proponent and marked:
- “Request for Proposals RFP# PU 07-2015 – Landside Security Services for Sangster International Airport”**
- 7.6 Proposals shall be dated and signed by one or more duly authorized signing officers of the Proponent. Signatures shall be in original handwriting; facsimile signatures will not be accepted.
- 7.7 Each page of the Form or Proposal and Schedules shall be initialed by one of the authorized signing offices whose signature appears on the execution page of the Form of Proposal.
- 7.8 MBJ will assume that all statements, oral or 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.
- 7.9 Proposal containing qualifying 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 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.
- 7.10 A Proponent may submit a revised Proposal providing it is received prior to the Closing Time, it is accompanied by a request in writing, and it is submitted in accordance with these Instructions. Any Proposal received prior to the receipt of a revised Proposal will be returned to the originating Proponent unopened.

8.0 NO OBLIGATION ON THE PART OF MBJ AIRPORTS LIMITED

- 8.1 The evaluation of responses will be based on a number of factors, weighted according to the needs of MBJ. The lowest or any Proposal will not necessarily be accepted. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated. 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.
- 8.2 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 other Proponent as a result of such negotiations or modifications.
- 8.3 MBJ recognizes that the information required is confidential and will not disclose details of any submission to any other Proponent.

- 8.4 Each Proponent submitting a proposal acknowledges and agrees, by submitting a Proposal, that MJB will have no liability or obligation to any Proponent except only the Proponent, if any, awarded a contract by MJB in its sole discretion and each Proponent agrees that, if it is not awarded a contract, then whether or not any express or implied obligation has been discharged by MJB, MJB shall be fully and forever released and discharged of all liability and obligation in connection with this Request for Proposals.
- 8.5 In particular, MJB 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 MJB, whether original or copies, shall be kept or disposed of by MJB.
- 8.6 This RFP does not constitute an offer. No agreement shall result upon the submission of Proposals. MJB shall not be under obligation to enter into any agreement with anyone in connection with this RFP and responses received. MJB will not have any obligation to anyone in connection to this RFP unless MJB executes and delivers an agreement in writing approved by MJB's Senior Management.
- 8.7 Notice of award will be in writing by an authorized representative of MJB.
- 8.8 This RFP is the property of MJB and is not to be disclosed, reproduced, or distributed without prior written consent of MJB. Copyright and all related rights are expressly asserted and reserved.

9.0 QUALIFICATIONS AND MODIFICATIONS

- 9.1 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.
- 9.2 Proposals may only be modified in writing, signed by an authorized officer of Proponent who has signed the Form or Proposal. MJB shall receive modifications by Closing Time. 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.
- 9.3 MJB 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. The terms and conditions of the executed contract for the provision of landside security services at the Airport supersede the contents of the RFP and all associated documentation.

10.0 PERMITS/LICENSES

10.1 Permits and Licenses

For the purposes of this RFP, a Contractor means the company that is awarded the Landside Security contract.

If permits or licenses are required, the Contractor must give all necessary notices, shall apply for all permits, licenses and inspections and shall pay all fees relating thereto required for carrying out the Services under the Contract.

The Contractor shall notify MBJ before any application for licenses or permits are made.

11.0 INSURANCE AND WORKERS COMPENSATION BOARD REQUIREMENTS

The Contractor shall at its own expense put in place, and cause to be kept in force for the term of this Agreement:

- Employer's Liability Insurance to cover any legal liability of the Contractor in respect of loss or damage as a result of the death and/or personal injury suffered by any employee of the Contractor or any person for whom the Contractor is responsible in the sum of not less than JMD10 million for any one occurrence or such other amount as shall be customary.
- Public Liability Insurance, to cover any legal liability of the Contractor and any of its agents, servants, employees and contractors to MBJ or any third party, or any liability of the Contractor to such persons in respect of loss or damage arising out of its operations at the Airport.
- Comprehensive Motor Vehicle Liability Insurance is applicable for all motor vehicle including owned motor vehicles, non-owned vehicles and hired motor vehicles.

Any insurance provided by Contractor shall be considered primary insurance and any other insurance available to the Additional Insured shall not be considered contributory.

All of said insurance shall be in form and with a company or companies licensed to do business in Jamaica, subject to approval of MBJ.

All insurance policies required under the agreement shall contain endorsements as follows, subject to modification or change at the option of MBJ:

(a) Additional Insured:

MBJ, its directors, agents and employees are additional insureds hereunder to the extent of the Contractor's indemnity obligations hereunder;

(b) Severability of Interests (Cross Liability):

The term "the insured" is used severally and not collectively, and the insurance afforded under the liability coverage applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability;

(c) Cancellation or Material Change Notice:

Written notice of cancellation or of any material change of said policy shall be mailed to MBJ Airports Limited, Sangster's International Airport, Montego Bay, St. James, Jamaica, thirty (30) days in advance of the effective date thereof;

(d) Operations Insured:

Activities and operations upon, in and around the Airport;

(e) No Other Insurance Stipulation:

No other insurance effected by MBJ will be called upon to contribute to a loss covered hereunder.

12.0 TAXES

- 12.1 General Consumption Tax (GCT) is applicable. Prices shall exclude GCT and all other taxes and levies. Proponents shall separately state such GCT or other taxes, which may be due on the provisioning of the services. These taxes shall be charged in addition to the prices or amounts quoted.
- 12.2 MBJ reserve the right to apply applicable taxes and or withholding taxes properly required by the Government of Jamaica to any payment to the Contractor.

13.0 EVALUATION-

- 13.1 To enable MBJ to select the most suitable Proponent, it is imperative that all of the Schedules attached to the Form of Proposal are complete in sufficient detail and accuracy to permit proper evaluation of all Proposals. Inaccurate information may disqualify a Proponent for further consideration.
- 13.2 MBJ will not be limited as to its criteria for evaluating Proposals. Proposals will be evaluated for the overall "best value" and MBJ will consider among other things:
- (a) Company Profile
 - (b) Financial References
 - (c) Organisational Structure
 - (d) Proposed Customer Service and Implementation Plan
 - (e) Quality Control
 - (f) Technological Capabilities
 - (g) Pricing/Cost
 - (h) Any other criteria MBJ deems pertinent
- 12.3 The evaluation process will be conducted solely at the discretion of MBJ.

14.0 SELECTION OF PROVIDER

14.1 Negotiation with Preferred Proponent:

MBJ may select one or more Proponents as a result of this RFP process, and may enter into negotiations with the Preferred Proponent in an attempt to settle one or more agreements necessary to implement the services generally described in this RFP. Proponents must commit to negotiate in good faith with MBJ if chosen as a Preferred Proponent.

MBJ reserves the right to terminate negotiations at any time with any Proponent and then enter into negotiations with another Proponent or to cancel the entire process.

14.2 Recommendation to MBJ's Executive Management

Following conclusion of the evaluation process and any resulting negotiations, the Evaluation Committee will make a recommendation to MBJ's Executive Management

with regard to a contract for Landside Security Services to the Sangster International Airport. The final decision on whether to appoint any firm as service provider, or whether to enter into any contract for Landside Security Services is that of MBJ's Executive Management Team.

14.3 Contract for Services:

MBJ may, at its sole discretion and following any recommendation to, and direction provided by its Executive Management Team, enter into a written contract with any one of the Proponents for the provision of the services generally described in this RFP. There shall be no agreement, and no Proponent shall acquire any legal or equitable rights or privileges with respect to this RFP or the services in question, until such a written contract has received MBJ's Executive Management approval and is duly executed by the signing authorities of the Proponent, and of MBJ.

Any response to this RFP may become part of any contract entered into with a successful proponent.

14.4 Contract Administration:

Following the execution of any contract for service, which results from this RFP process, MBJ will appoint a contract administrator. The service provider will be expected to name a counterpart contact (Site Contract Manager), who will undertake appropriate technical functions and oversee the administration of the contract with regard to the service provider's responsibilities, and will provide information upon request to MBJ's contract administrator or designate regarding the implementation and ongoing provision of service.

14.5 Term of Contract:

Any contract for service, which results from this RFP process shall be effective from the date of commencement specified in the contract and shall continue for a period of three (3) years, subject to the terms and conditions of the contract. Such terms and conditions may include provisions for a one-year extension of the contract subject to mutual agreement between MBJ and the service provider.

14.6 Compliance with Laws:

Neither the acceptance of any proposal submitted pursuant to this RFP, nor the execution of any agreement for the provision of the service, as generally described in this RFP, is an explicit or implicit approval or waiver of the requirement of or for any permits, licenses, fees, taxes or other legal requirements that would ordinarily be required for the implementation or operation of the service. A Proponent or service provider is solely responsible for complying with all applicable governing law and jurisdiction in accordance with the laws of Jamaica.

14.7 Business Registration:

The Proponent will be required to register to conduct business in Jamaica.

14.8 Laws of Jamaica:

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with the laws of Jamaica.

14.9 Equipment Safety:

All equipment and material used in performance of the contract must be certified by an accredited certification organization acceptable to MBJ. All costs of approval will be at the Proponent's expense.

14.10 Software:

It is the Proponent's responsibility to ensure that MBJ has all licenses required to use any software that may be supplied.

14.11 Security:

It is a requirement that the Proponent will responsibly manage and protect the integrity, reliability and confidentiality of MBJ's information and the security of its physical assets.

14.12 Office Space, Equipment and Services:

All equipment, tools, etc. required must be supplied by the successful Proponent.

Any space required at the airport by the service provider, shall be provided by MBJ at market cost.

14.13 Option if Negotiation Delayed:

If a written contract cannot be negotiated within 30 days of notification of the successful Proponent, MBJ may at its sole discretion at any time thereafter, terminate negotiations with that Proponent and negotiate with another Proponent. MBJ reserves the right to terminate the RFP process and not enter into a Contract with any of the Proponents.

14.14 No Successful Proponent:

In the event that there is no successful Proponent resulting from this RFP for the services, MBJ reserves the right to negotiate for services with any supplier.

14.15 Performance Guarantee:

On award of Contract, the successful Proponent shall be required to provide a Performance Bond. This bond shall be in an amount equal to 10% of the amount of the annual contract value and shall remain in place throughout the life of the contract.

PART II
SCOPE OF WORK
LANDSIDE SECURITY SERVICES
SANGSTER INTERNATIONAL AIRPORT

15.0 SERVICES TO BE PERFORMED

15.1 Basic Services

MBJ intends to provide a high level of customer service to the traveling public and to the licensees and staff at the Sangster International Airport, in keeping with our mission to transform the airport into a world-class facility. Proponents must ensure that their proposal reflect the quality of work to be provided, attention to detail and focus on the customer.

The reliability of systems and procedures is extremely important to maintain the continuous smooth operation of the airport and its essential functions; hence all personnel are expected to perform at the highest possible level.

The selected Proponent will be bound to assume full and direct responsibility for providing and delivering security services for the landside (non-aviation) of the airport for the life of the contract. Proponents should have suitably qualified staff, canine assets and associated security equipment available to carry out all the activities required to provide MBJ with security that is in synchronicity with best practices in the industry. They must be able to:

- Provide services associated with landside access control and perimeter security at an international airport.
- Management of car park operations as outlined in “Car Park Operations” below.
- Provision of towing services to MBJ at no additional cost to be governed by an agreement to be entered into by MBJ and the Contractor. Please refer to Appendix A for the detailed scope of services.
- Produce the necessary documentation associated with the activities and keep written records for all operations that require them, including incidents reports.
- Interface with MBJ personnel, the Jamaica Constabulary Force (JCF) and aviation security contractors, and others.
- Communicate in a customer-friendly manner with the public.

The basic services to be performed are:

- 1) Access control for both pedestrian and vehicular traffic into both unrestricted and controlled areas of the airport.
- 2) Patrolling.
- 3) Static duties at vulnerable points (VP).
- 4) Perimeter security.
- 5) Keeping the facility free from unauthorized persons by detecting, apprehending and handing over to the JCF all vagrants, touts, illegal taxi operators, illegal car rental operators, itinerant vendors and narcotics peddlers.
- 6) Escort duties, as required.
- 7) Crowd control - coverage during natural disasters and emergency incidents as required.
- 8) Car park toll-booth operations.
- 9) Traffic control at terminal front curbside.

All or some of these services may need to be performed by armed personnel and/or with canine assets. These services are defined as follows:

15.1.1 Access Control

- Controlling of access and movement of all pedestrian and vehicular traffic at authorized access points into unrestricted or controlled areas, which may include searches of persons, their belongings and motor vehicles.
- Allowing authorized entry and denying unauthorized access.

- Monitoring and enforcing the wearing of Restricted Area Passes and other forms of identification that may be required.

15.1.2 Patrolling

A combination of foot and mobile, unarmed, and canine patrols may be required to monitor sections of the perimeter (inside and outside) and sensitive areas within the boundaries of the airport.

15.1.3 Static Duty at Vulnerable Points (VPs)

Provide guards to secure sensitive, high value installations and equipment.

15.1.4 Denying Unauthorized Persons/Activities

Proactively police the public concourses, terminal curbsides, roadways and car parks to deny access and accommodation to unauthorized persons. The Police should be called in the event such persons refuse to leave the Airport Property.

15.1.5 Escort Duties

There may be a requirement to escort VIPs, other visitors and tradesmen into controlled areas.

15.1.6 Crowd Control Duties

There will be a requirement to provide crowd control during natural disasters and emergencies and at any other times that this may be necessary.

15.1.7 Car Park Operations

There will be a requirement to provide one or more or all of the following functions relating to car parks:

- ◆ Access control
- ◆ Directing traffic
- ◆ Maintaining order
- ◆ Collecting parking fees
- ◆ Escorting cash

15.1.8 Traffic Control

There may be a requirement to control vehicular traffic at the terminal front with or without the assistance of the Airport Police. Primary function would be to strictly enforce the No Parking policy.

16. QUALIFICATION OF STAFF

Only qualified persons shall perform duties under this contract. This requirement includes all employees of the Proponent. The Proponent must provide the names and qualification of all personnel to be used in the delivery of this contract and keep an updated list, complete with credentials, of all employees working within the scope of the contract. Documentation is to be

provided to substantiate the professional training of its employees, to include certification and training records to cover initial training and subsequent upgrading and recurrent training.

All employees of the Proponent are to be dressed uniformly, and wear an identity badge bearing the employees and the company's name. Employees are expected to maintain the highest standard of grooming and deportment.

All employees of the Proponent must:

- ◆ Produce a Police Record from the Criminal Records Office, which must be clear of offences.
- ◆ Produce a medical certificate to indicate that the individual has tested negative for narcotic substances (recurrent testing to be conducted at MBJ request and cost of Proponent).
- ◆ Be able to communicate well both orally and in writing.
- ◆ Be confident in his/her abilities, and be able to issue instructions to both airport workers and the general public and to enforce them.
- ◆ Be able to display the required tact, diplomacy and conflict resolution skills to negate potentially hostile situations developing.
- ◆ Be trained in neutralizing a physically aggressive person if required.

16.1 Documentation

The Proponent must produce the following documentation:

- ◆ Certificate of Registration of Company
- ◆ Taxpayers Registration Number
- ◆ Tax Compliance Certificate
- ◆ Certificate of membership of the Private Security Regulatory Authority
- ◆ Aviation Security Certification
- ◆ Insurance certificate of liability for total coverage of US\$4 million.

16.2 Supervisory/Management Staff

The Proponent is to provide a supervisory management cadre that is capable of effectively managing the staff and thereby producing the high quality performance that is comparable to worldwide industry standards. Problem solving, proactiveness, ability to motivate and knowledge of the industry and the standards and practices must be the hallmark of this group.

The Proponent is to produce documentation to prove that members of its supervisory management staff are trained to the required level and have demonstrated competence in this area. Previous employment in the leadership ranks of the military, police would be regarded as an asset for an individual.

The Proponent is expected to deploy the requisite level of supervisory staff to Sangster International Airport (SIA) on a 24/7 basis, augmented by random and frequent visit from base.

16.3 Equipment

The Proponent is to provide communication equipment (UHF radios with separate frequency, licensed to Proponent at their cost, and cell phones where applicable) at each duty station to enable communication between duty stations, company base and the MBJ Operations Centre.

Proponent shall grant MBJ permission to monitor and communicate on said frequency with Proponent, as required.

17. CURRENT DEPLOYMENT LEVELS

Current deployment levels are as indicated below:

Location	Time	Unit	Type
Supervisor (SIA – based 24/7 minimum)	24/7	1	Unarmed
Main Electrical Sub-Station	24/7	1	Unarmed
No. 1 Car Park (Public)	0600-2300	3	Unarmed
	2300-0600	1	Unarmed Canine
No. 2 Car Park (MBJ & Government Agencies)	24/7	1	Unarmed
No. 3 Car Park (Airport Staff)	0600-2300	2	Unarmed
Commercial Pick-Up Area (CPA)	0600-2300	3	Unarmed
	2300-0600	2	Unarmed + Canine
Rental Ready Car Park	0600-2300	1	Unarmed
Incinerator Site	0700-1900	1	Unarmed
	1900-0700	2	{1Armed {1Armed + Canine
Departures Ticketing Concourse	24/7	1	Unarmed
	0800-1700	1	Unarmed
Pedestrian Exit from CPA	0700-2300	1	Unarmed
Entrance to MBJ Maintenance Compound	24/7	1	Unarmed
Entrances to General Maintenance Area (GL 208 & GL 213)	24/7	2	Unarmed
	0800-1700	2	Unarmed
Total at Maximum Deployment		25	
Total at Minimum Deployment		21	

Deployment may be increased/decreased with minimum notice given. Persons on duty stations that are not 24/7 deployment may be required to work additional hours periodically as a result of increased activity level and/or delayed flights.

PART III
FORM OF PROPOSAL

FORM OF PROPOSAL

TO: **MBJ AIRPORTS LIMITED**
("MBJ")

RE: **REQUEST FOR PROPOSAL FOR LANDSIDE SECURITY SERVICES AT THE**
SANGSTER INTERNATIONAL AIRPORT:

We, _____
(Name of Proponent)

of _____
(Address of Proponent)

Hereby express interest in participating in the Request for Proposals for the provision of service for Landside Security Services for the Sangster International Airport.

1.0 SCHEDULES

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

- a. Company Profile
- b. Financial References
- c. Organizational Structure
- d. Proposed Customer Service and Implementation Plan
- e. Quality Control
- f. Technological Capabilities
- g. Pricing (including breakdown of cost)

2.0 FORM OF PROPOSAL

The Schedules 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 DECLARATION

Proponent warrants and declares:

- 4.1 That it has complied with the requirements of the Instructions;

- 4.2 That it accepts all of the terms, provisions, stipulations and requirements set out in the Request for Proposal.
- 4.3. That, in submitting this Proposal, it is not relying on any information or documents provided on behalf of MBJ other than these Documents;
- 4.4 That it will comply with all rules and regulations relative to the design, development, implementation, or operation of Landside Security Services, and the proposal process as may be prescribed by MBJ.
- 4.5 That all statements and information set out in this Form of Proposal or otherwise provided to MBJ in connection with this Request for Proposals, including statements and information hereafter provided, are and will be true, accurate and complete, not misleading, and in accordance with the principle of full, true and plain disclosure;
- 4.6 That this Proposal is genuine and not collusive or made in the interest of or on behalf of any person not named herein.
- 4.7 That it 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 it has not in any manner sought by collusion to secure for itself or for any other person any advantage over any other Proponent.

IN WITNESS WHEREOF, this Proposal has been executed under seal in the City of

_____ in the Parish of _____, this _____ day of
_____, 2015.

CORPORATIONS

The Corporate Seal of _____)

_____)

*(Name of Corporation) was hereunto affixed
and executed on its behalf by:*)

(C/S)

Signature)

Name and Office)

Signature)

Name and Office)

In the presence of:

Signature

Name and Office

**SCHEDULE A
COMPANY PROFILE**

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

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

Business or Operating Name:

Full Street Address:

Courier Address (if different):

Telephone: () _____

Fax: () _____

Contact Name:

Position:

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

Year of Incorporation _____

Where Incorporated? _____

Address of Registered Office in Jamaica:

How is the Corporation held:

() Privately

() Publicly

Name, Title and Address of Company Officers:

Name

Title

Address

(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>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Number of Administration Personnel in the local office: _____

3. Number of Operational Personnel in the local operation: _____

4. What percentage of your total sales would the Airport represent? _____

5. Attach Company Organization Chart

<u>Annual Revenue by Year</u>	<u>Total</u>	<u>In Jamaica</u>
2014		
2013		
2012		

6. Attach Company's most recent Annual Report

7. _____
 8. This Company is a subsidiary of: _____

9. Companies subsidiary to this Company are: _____

10. List relevant 'Agreements' implemented by the Company in the last three (3) years. Indicate scope of work, installation location, length of Contract, value of work, and client/owner references for the Contract with contact telephone number.

Scope of Work Installation Location	Length of Contract	Contract Value	Client/Owner Reference & Telephone Number

Identify those that you bid on and that you were not successful on the past three (3) years. Indicate why you were not successful.

11. References – provide a list of corporate references, include: business name, contact person(s), business relationship/nature of reference, phone number and address (i.e. previous contracts, previous and existing clients, etc.)

Attach additional pages as required.

**SCHEDULE B
FINANCIAL REFERENCES**

a) Bank

Name and Title of Contact

Telephone No.

b) Other Accredited Credit Rating Agency

Name and Title of Contact

Telephone No.

c) Insurance Company

Name and Title of Contact

Telephone No.

d) Bonding Company

Name and Title of Contact

Telephone No.

Attach additional pages as required.

SCHEDULE C ORGANIZATIONAL STRUCTURE

Management

1. Describe your Company's management philosophy?
2. How do you see it working at the Airport?
3. List the key management individuals as they relate to this proposed agreement, and a description of the responsibilities and duties of each team member of your organization as envisioned for this Program.
4. Attach resumes for all these individuals detailing relevant qualifications, employment history, experience and relevant certifications.

◆

◆

◆

Training Programs

1. What training programs do you have available for your personnel and how are they applied?
2. Outline your training program.

Attach additional pages as required.

**SCHEDULE D
PROPOSED CUSTOMER SERVICE AND IMPLEMENTATION PLAN**

1. Please provide an outline of the intended philosophy or methodology to be used for implementation of the services at this Airport, i.e. detailed description of the proposed program, inclusive of labour requirements, equipment and material.
2. Please describe any software, hardware, procedural or other innovations that you would like to propose for such a Program.
3. Do you have a product or service shortfall response plan? Please provide details.
4. What other initiatives, services or benefits can you provide in this proposed Program?
5. How do you ensure customer satisfaction and how often is this process done?

Attach additional pages as required.

SCHEDULE E QUALITY ASSURANCE

Quality Program

1. Do you have a company quality assurance program? Please provide details.

Continuous Improvement

1. Do you have a continuous improvement process? (i.e. identifying and implementing best practices). Please provide details as to how you would implement this at this Airport.
2. Cost reduction – Please explain how you would address the following:
 - Process optimization
 - Technological innovations/improvements
 - Substitution and standardization
 - How you would measure and track reduction in total cost to provide best value to MBJ
3. When cost reductions are achieved, how will they be communicated and shared with MBJ?

Administration and Transaction Management

Please provide details of the following:

1. Invoicing (prompt problem resolution)
2. Transaction reduction such as providing a monthly summary invoice in lieu of individual invoices

Attach additional pages as required.

**SCHEDULE F
TECHNOLOGICAL CAPABILITIES**

1. Please describe the Information Technology tools/applications that you have used to facilitate a similar program with other customers.
2. Are you currently using electronic commerce? If yes, please describe to what extent you are employing e-commerce.

MBJ wishes to advise the Proponents that any device being deployed in terms of camera or smartcard must be integrated into MBJ's surveillance system and that MBJ must have control over any such system.

Attach additional pages as required.

**SCHEDULE G
 PRICING/COST**

The term of the contract is based upon a three (3) year fixed period and may be extended by mutual agreement between both parties up to a maximum of four (4) years, but always subject to earlier termination in accordance with the stipulated conditions in the agreement. The Proponent is requested to indicate the all-inclusive annual cost of providing the required services as outlined in this RFP, with a detailed listing of all the various areas. In pricing, consideration of the following items is required:

1. Will MBJ be offered discounts based on the volume? Please provide details.
2. Will MBJ be offered discounts based on payment terms? Please provide details.
3. Is your pricing fixed for any period of time? If there are exceptions, please specify.

Extension of the contract will be conditional to a mutually agreeable annual cost amount being negotiated at the end of the initial two (2) year period.

These rates are all-inclusive, including without limitation, wages, benefits, mobilization and demobilization, supervision, administration, small tools/equipment, overhead and profit.

Submit rates as variable costs for all classifications of personnel who will be working at SIA, in line with annual estimated hours and units, which may increase/decrease based on activity level/demand.

Cost Component	Unit	Rate	Total Hours	Total
Fixed Cost				
*Contract Management Cost	Sum	-	-	
Variable Cost				
Unarmed				
Armed				
Canine				
Armed Canine				
Annual Total				JA\$

Lump Sum Annual Cost _____, including all applicable taxes and charges, excluding GCT.

+ GCT _____

The costs provided above must comply with the Proponent's proposed deployment levels as well as the estimated total hours for year.

*Contract Management Cost is inclusive of all overhead and profit, supervisory and administrative costs.

 Signature of Company Official

 Date

PART IV
APPENDIX DOCUMENTS

APPENDIX A SCOPE OF WORKS FOR TOWING AND IMPOUNDING SERVICES

The selected Proponent will be required to provide a 24 hour towing and impounding service over the life of the contract. Proponent should have suitably qualified staff available to carry out all the activities required to safely tow and securely impound vehicles that are illegally parked on the airport property. They should be able to:

- Operate the towing equipment.
- Manage the operations of a Pound.
- Produce the necessary documentation associated with the activities and keep written records for all operations.
- Interface with the Jamaica Constabulary Force.
- Communicate in a customer-friendly manner with the public.

The basic services to be performed are:

- ◆ Towing/disabling of illegally parked vehicles
- ◆ Operating a Pound.

These services are defined as follows:

Towing

- Towing includes all activities preparatory to towing, towing and depositing a motor vehicle in the Pound safely and without incurring any damage to that vehicle. It also includes the documentation that must be submitted to the Police Station at SIA.
- The Proponent is to provide towing equipment that is capable of towing all types of motor vehicles, whether they are front or rear wheel drive or are parked front or rear facing the curb.
- The towing equipment must be serviceable in accordance with the standards laid down by the Island Licensing Authority. While operating at the airport this equipment must be clean and presentable. Equipment are to be marked with the name of the company and its telephone number, are to have serviceable flashing red lights mounted.

Operating a Pound

The operations associated with a Pound are twofold as follows:

- **Security**

The Successful Proponent shall be responsible for ensuring the Pound has a secure perimeter fence and an entrance/exit gate. The Proponent is responsible for staffing the Pound in order to access control and secure vehicles that are impounded there. The Proponent is fully liable for theft, damage or loss of whatever nature of/from vehicles that are stored in the Pound

- **Documentation**

The Proponent is required to produce to MBJ when called upon the necessary documentation (such as a log, receipts, etc.) associated with the operations of the Pound and to maintain written records.

FEES

The towing and impounding services will be provided at no cost to MBJ Airports Limited. The successful proponent will be required to maintain the fee structure as determined by the Airports Authority of Jamaica for this type of service.

QUALIFICATION OF STAFF

Only qualified persons shall perform all works carried out under this contract. This requirement includes all employees of the Proponent and those employed by sub-contractors. The Proponent must provide the names and trade qualification of all personnel to be used in the delivery of this contract and keep an updated list, complete with credentials, of all employees working within the scope of the contract. This includes all related sub-contracted work.

All employees of the Proponent (and sub-contracted employees) who will operate the towing equipment must possess a valid Jamaican Drivers Licence appropriate to the type vehicle being operated.

All employees of the Proponent (and sub-contracted employees) are to be dressed uniformly, and wear an identity badge bearing the employees and the company's name. Employees are expected to maintain the highest standard of grooming and deportment.

All employees of the Proponent (and sub-contracted employees) must:

- Produce a Police Record from the Criminal Records Office, which must be clear of offences.
- Produce a medical certificate to indicate that the individual has tested negative for narcotic substances.
- Engage in MBJ Customer Service Training Programme at the Proponent's cost

QUALIFICATION OF PROPONENT

• Documentation

The Proponent must produce the following documentation:

- Vehicle certificate of registration, certificate of fitness, insurance certificate
- Insurance certificate of liability in the sum of a minimum of J\$10m

**APPENDIX B
DRAFT LANDSIDE SECURITY CONTRACT**



**AGREEMENT FOR THE PROVISION
OF
LANDSIDE SECURITY SERVICES AGREEMENT**

JULY 2015

LANDSIDE SECURITY SERVICES AGREEMENT

THIS AGREEMENT is made on the day of , 2015 between:

MBJ AIRPORTS LIMITED, a company incorporated under the laws of Jamaica and having its registered office at Sangster International Airport, Montego Bay in the parish of Saint James (“MBJ”) and

(the “Contractor”).

WHEREAS:

1. MBJ has been granted a concession to operate the Sangster International Airport for thirty (30) years.
2. MBJ is desirous of contracting for the provision of landside security services and certain other types of related services of the Sangster International Airport.
3. The Contractor is in the business of providing security and protection services and has agreed to provide the said services on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH that the parties agree as follows:

DEFINITIONS AND INTERPRETATION

“Agreement”

means the following documents and any amendments relating thereto form the Agreement between MBJ and the Contractor: (a) this Agreement; (b) the document attached hereto as Schedule 1 and entitled “the Services”; the document attached hereto as Schedule 2 and entitled “Compensation”; the document attached hereto as Schedule 3 and entitled “Work Areas”; the document attached hereto as Schedule 4 and entitled “Performance Standards”; the document

attached hereto as Schedule 5 and entitled "Terminal Complex"; the document attached hereto as Schedule 6 and entitled "Contractor's Proposal"; the document attached hereto as Schedule 7 and entitled MBJ Environmental, Health & Safety Policy.

"Additional Services"	Means the services referred to in Clause 6
"Chief Operations Officer"	means the Chief Operations Officer of MBJ Airports Limited
"Compensation"	The compensation payable to the Contractor by MBJ for the Services as set out in Schedule 2
"Concession Agreement"	refers to the Concession Agreement dated April 12, 2002 between MBJ and the Airport Authority of Jamaica
"Performance Guarantee"	means the guarantee referred to in Clause 11
"Performance Standards"	means those standards set out in Schedule 4
"RAP"	Restricted Area Pass issued by MBJ Security Department for passage to restricted areas at the SIA
"SIA"	means the Sangster International Airport.
"Start-Up and Transition"	Refers to the first Ninety (90) days of the Term
"Services"	means the Services referred to in Schedule 1.
"Term"	means the period set out in clause 1.1
"Terminal Complex"	means those areas of the Sangster International Airport comprising the International Terminal Building, Domestic Terminal Building, and associated lands, roadways and parking lots, as further illustrated in Schedule 5

“Work Areas”

means the areas in which the Services are to be performed as set out in Schedule 3

1. 1 The use of any gender shall include all genders, and the use of any number shall be construed as the singular or plural, as the context may required.

1. TERM

- 1.1. This Agreement shall commence on the _____ and continue for a period of three (3) years subject always to earlier termination in accordance with the provisions of Clause 12 of this Agreement.

- 1.2. Subject to the mutual agreement of MBJ and the Contractor, this Agreement may be renewed for a further one year period after the expiration of first three (3) years up to a maximum of four (4) provided that:

- (i) there is no breach of the Contractor's obligations under this Agreement and;
- (ii) The Compensation payable for any renewed period is agreed by both parties in writing not less than thirty (30) days prior to the expiration of the Term.

- 1.3. If the Agreement is renewed pursuant to Clause 1.2 above, all the terms and conditions of this agreement may re-negotiated by the parties for mutual agreement in respect of the renewed period.

- 1.4. In the event that MBJ is not desirous of renewing this Agreement at the end of the initial period of three (3) years, upon the request of MBJ, the Contractor agrees to continue performing the services until further notification by MBJ.

2. SERVICES

- 2.1. The Contractor shall provide the Services specified in Schedule 1 in accordance with Performance Standards set out in Schedule 4.

- 2.2. Notwithstanding any provision herein to the contrary, MBJ shall be entitled to modify at any time the nature, method, scope, frequency or timing of the Services under this Agreement.

- 3.3 In the event that the Contractor is desirous of providing similar or other services to any other business at SIA, the Contractor shall have to obtain the prior consent of MBJ in writing, such consent not to be unreasonably withheld.

3. MANNER OF PERFORMANCE

- 3.1. The Contractor shall perform all of its obligations and functions under this Agreement in a professional and businesslike manner.
- 3.2. The Contractor shall use its best efforts to coordinate its activities with, and adjust these activities to meet the needs and requirements of MBJ, and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operation or activities of the SIA.
- 3.3. The services shall be provided twenty-four (24) hours per day, seven (7) days per week, including holidays without exception.
- 3.4. The Contractor shall advise MBJ, of any defect or condition which may adversely affect the provision of the Services or Additional Services as the case may be, within three (3) days of acquiring knowledge of such defect or condition.

4. COMPENSATION

- 4.1 MBJ shall pay the Compensation set out in Schedule 2 in the manner set out in Clauses 4.2 to 4.8.
- 4.2 The Contractor shall submit invoices to MBJ by the tenth (10th) day of each month for compensation due for services provided by the Contractor during the previous month.
- 4.3 MBJ shall compensate the Contractor within thirty (30) days of submission of invoices to MBJ for payment.
- 4.4 During the Start-up and Transition period, MBJ shall compensate the Contractor up to the full balance due on the Contractor's invoice.
- 4.5 After the end of the Start-up and Transition period, the compensation paid by MBJ to the Contractor in respect of invoices submitted, may be adjusted in accordance with Clause 6 of this Agreement.
- 4.6 The Contractor shall submit all invoices to the attention of the Chief Operations Officer of MBJ.
- 4.7 The compensation to be paid by MBJ for Services shall be the price as set out in Schedule 2. All prices and amounts stated in Schedule 2 are exclusive of any General Consumption Tax (GCT)

which may be due on the provisioning of the services. Such GCT shall be charged in addition to the prices or amounts given in Schedule 2.

- 4.8 The base prices as set out in Schedule 2 shall remain fixed until the end of the term unless during the term of this Agreement, the statutory rates payable to Security Guards have been adjusted.

5. DEDUCTIONS

- 5.1. MBJ shall be entitled to deduct from the Compensation, an amount equal to any liabilities of the Contractor to MBJ which are then outstanding.

- 5.2. Any amount in dispute shall be paid upon the resolution of same, if the dispute is resolved in favour of the Contractor.

6. ADDITIONAL SERVICES

In the event of an emergency, as determined by MBJ or as MBJ may from time to time request, the Contractor shall be required to perform Additional Services. Additional Services, where possible, shall be performed at no additional cost to MBJ.

7. COMPLIANCE WITH LAWS AND REGULATIONS

- 7.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of Jamaica, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of MBJ, including but not limited to observing the Environmental, Health & Safety Policy of MBJ set out in Schedule 7 of this Agreement.
- 7.2 The Contractor shall be cooperative to the fullest extent and take whatever action (including becoming a party in any litigation) MBJ should reasonably request in connection with any challenge or contest by MBJ of any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions under this Agreement.
- 7.3 The Contractor shall keep current all licences, permits and authorizations, required for the performance of the services.
- 7.4 The Contractor shall abide by all applicable legislative enactments and regulations pertaining to wages and hours of an employee.

7.5 The Contractor shall pay promptly to MBJ the amount due for any fines imposed on MBJ by any governmental agency as a result of the Contractor's failure to comply with the requirements of any law or any government agency rule, regulation, order, or permit.

8 SECURITY

8.1. MBJ shall, subject to MBJ's conditions of issue from time to time, provide a Restricted Area Pass (RAP) for each of the Contractor's employees which shall display the employee's name, and other information considered critical by MBJ.

8.2. The Contractor's employees shall display the RAPs prominently on their uniforms at all times while at SIA and shall be replaced immediately in the event of non-compliance.

8.3 The Contractor shall maintain a permanent record in its files of the background information on all employees who are currently or were utilized in the performance of the Services and shall upon the request of MBJ provide same to MBJ or Jamaica Civil Aviation Authority.

8.4. The Contractor further agrees to provide, at its own cost, additional employee background information, fingerprinting, or comply with other identification measures as may be required by any further security rules or applicable regulations.

8.5 The Contractor, at its own cost, shall also comply with any additional employee identification requirements imposed by the Jamaica Civil Aviation Authority rules or regulations and communicated to the Contractor by MBJ.

8.6 The Contractor employees shall be required to complete International Civil Aviation Authority (ICAO) approved training concerning airport safety and security matters as a prerequisite to obtain a RAP. This training shall be conducted at the SIA and shall consist of approximately two (2) hours of participation by each employee. The cost or expense incurred by The Contractor in meeting the above employee training requirements shall be borne by the Contractor who shall not be eligible for reimbursement by MBJ.

8.7 There shall be a charge to the Contractor for the processing and creating of a RAP for an employee. The Contractor shall also pay a charge to MBJ to replace a RAP which is lost or damaged during the Term of, or which is not returned to MBJ at the expiration or earlier termination of the employment Agreement of the employee.

8.8 The Contractor shall be required, during the Term, at no additional cost to MBJ, to take such reasonable security precautions with respect to its operations at the SIA as MBJ in its discretion may from time to time prescribe.

8.9 The Contractor shall not permit any individual to access sensitive areas, such as locked rooms or restricted areas where confidential data, material, supplies or equipment is located, until MBJ determines that permitting access by such individual will not be contrary to MBJ's interests. In making such determination, MBJ must be satisfied that the appropriate background checks have been completed and that there is no other information, instruction, rule or regulation which would reasonably prohibit access.

8.10 **KEYS**

8.10.1. MBJ shall issue to the Contractor the required keys needed to access parts of the Work Areas as is necessary for performance of the Services.

8.10.2 The Contractor shall be responsible for security of such keys at all times and shall:

- i. not permit keys to be taken off the premises of SIA;
- ii. not permit keys to be duplicated;
- iii. keep keys out of sight and reach of the public;
- iii. keep keys not in use in a securely locked box.

9 INDEMNIFICATION

9.1 The Contractor shall indemnify MBJ fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury, or loss of or damage to property, or any consequential damage, including loss of profits and delay of use which is caused directly or indirectly by any act, negligence or omission of the Contractor, its subcontractors, employees, servants, or any person for whom it is responsible in law.

9.2 The Contractor shall indemnify MBJ fully against all claims, proceedings, actions, damages, legal costs expenses and any other liabilities arising out of any claim, proceedings or actions brought against MBJ by the Contractor's employees, agents or subcontractors.

9.3 Nothing in this Clause shall be construed to negate, abridge, or otherwise reduce any right of indemnity that MBJ may have as to any party or person therein described.

10. INSURANCE

10.1 The Contractor shall effect and maintain with a reputable insurer, during the Term, at its own cost and expense, Public Liability Insurance with a minimum limit of ONE MILLION UNITED STATES (U.S.) DOLLARS (US\$1M) for any one accident for any one period of insurance and Employer's

Liability Insurance with a minimum limit of ONE MILLION U.S. DOLLARS (\$1M) for any one accident/any one period of insurance.

- 10.2 The Contractor agrees that MBJ shall be named as additional insured under such policy or policies of insurance. The Contractor shall also effect and maintain with a reputable insurer, in a form acceptable to MBJ during the Term worker's compensation insurance, if applicable, in accordance with the laws of Jamaica.
- 10.3 All such insurance shall provide that it is primary insurance as regards any other valid insurance MBJ may possess, including any self-insured retention or deductible MBJ may have, and that any other valid insurance MBJ does possess shall be considered excess insurance only.
- 10.4 The declaration pages(s) from all insurance policies obtained by the Contractor in accordance with this Clause 10 or a certified copy of Certificate of Insurance shall be furnished to MBJ upon the execution of the Agreement, and said declaration page(s) or certified copy of Certificate of Insurance shall provide that such insurance coverage will not be reduced or cancelled without at least thirty (30) days prior written notice being given to MBJ.
- 10.5 The Contractor shall file with MBJ a certificate of insurance showing that insurance coverage pursuant to Clause 10.1 has been renewed for any extended period of this Agreement at least seven (7) days prior to renewal of the Agreement.
- 10.6 If insurance coverage effected pursuant to this Clause 10.1 is cancelled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with MBJ a certificate showing that the required insurance has been reinstated or provided through another reputable insurance company approved by MBJ. If the Contractor fails to obtain or have such insurance reinstated, MBJ may immediately terminate this Contract.
- 10.7 MBJ shall have the right to alter the monetary limits or coverage herein specified from time to time during the Term, and the Contractor shall comply with all reasonable requests of MBJ with respect thereto.

11 PERFORMANCE GUARANTEE

- 11.1 The Contractor shall provide to MBJ at least seven (7) days prior to the execution of this Contract security for its proper performance of the Contract, in an amount equivalent to 10% of the Annual Compensation.
- 11.2 The Performance Guarantee shall be in the form of a Bank Guarantee, Letter of Credit from a company acceptable to MBJ or cash.

- 11.3 The Performance Guarantee shall be valid until the Contractor has satisfactorily executed and completed the Agreement.
- 11.4 The cost of complying with the requirements of this Clause 11 shall be borne by the Contractor.
- 11.5 If the Contractor fails to provide the Performance Guarantee on a timely basis, or to renew or extend such Guarantee throughout the Term or any renewal thereof MBJ shall be entitled to terminate this Agreement.
- 11.6 If the Contractor provides MBJ with a Performance Guarantee which has an effective period less than the Term, the Contractor shall provide to MBJ an acceptable renewal or replacement bond or letter of credit at least sixty (60) calendar days prior to the date on which the existing Bank Guarantee expires.

12 DEFAULT AND TERMINATION

- 12.1 MBJ may terminate this Agreement or terminate the provision of any part of the Services by written notice to the Contractor with immediate effect in the event that the Contractor:
- 12.1.1 fails to keep, perform or observe any of the terms and the conditions of this Agreement, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor or a written notice of such breach or default
- 12.1.2 has its occupational or business licence terminated for whatever reason; or
- 12.1.3 shall fail to provide MBJ with any evidence of insurance as required by this Agreement; or
- 12.1.4 assigns its rights or obligations under this agreement without the prior written consent of MBJ
- (a) undergoes a change of control impacting adversely and materially on the performance of the Agreement.
- (b) passes a resolution or the Court makes an order that the Contractor be wound up otherwise than for the purpose of solvent reconstruction or amalgamation; or a receiver, manager or administrator is appointed on behalf of a creditor in respect of the Contractor's business or any part of it; or the Contractor is unable to pay its debts or similar event occurs.
- 12.2 MBJ reserves the right to terminate this Agreement at any time during the Term by providing the Contractor with Sixty (60) days prior notice in writing.

- 12.3 In the event of termination of this Agreement, MBJ shall pay to the Contractor all Compensation earned to the date of termination (but MBJ shall have the right to off-set its damages and any amounts owed by the Contractor).
- 12.4 Notwithstanding the provisions of this Clause 12, MBJ may terminate this Contract in whole or in part at any time by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall complete any part of the Services, as directed by MBJ, and shall settle all its claims and obligations and its costs, including reasonable profits under this Agreement in a manner directed by MBJ and shall justify its claims as requested by MBJ, with accurate records and data.
- 12.5 In the event MBJ terminates this Agreement in accordance with the provisions of this Clause 12, the Contractor shall continue performing the Services on the same terms and conditions of this Agreement until further notice by MBJ.

13 MBJ'S AUTHORISED REPRESENTATIVE

- 13.1 The MBJ Chief Operations Officer or his designee may from time to time designate individuals to serve as (i) MBJ's Authorised Representative (MBJ-AR) and, (ii) an Assistant Authorised Representative to act in the absence of the MBJ - AR.
- 13.2 The MBJ-AR shall have authority to act on MBJ's behalf, but in no event shall the MBJ-AR have authority to terminate this Agreement, or to make final decisions with respect to amendments, time extension, assignments, cost adjustments or payment disputes.

14 ASSIGNMENT

- 14.1 The Contractor shall not assign his rights or obligations under this Agreement without MBJ's prior written consent, which consent may be granted or withheld in MBJ's sole discretion.
- 14.2 Any transfer of this Contract by merger, consolidation or liquidation, or any change in Ownership of the Contractor shall constitute an assignment of this Contract for the purposes of this Clause.
- 14.3 In the event the Contractor attempts to assign or subcontract any right or obligation arising under this Contract without MBJ's prior written consent MBJ shall be entitled to terminate this Contract pursuant to the provisions of Clause 12.
- 14.4 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees and shall not be entitled to engage sub-contractors.

15 REPAIR

The Contractor, shall at its own cost, repair any damage caused to real or personal property of MBJ and or its licensees that is the result of any act or omissions of the Contractor, its employees or subcontractors or at the option of MBJ, the Contractor shall reimburse MBJ for the cost of effecting repairs.

16 NOTICES

16.1 Except and otherwise expressly provided within the Contract, all notices required to be given under this Contract shall be in writing and delivered pursuant to the provisions of 16 .2 below.

16.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter, or by facsimile transmission or electronic mail confirmed by letter. Such letter shall be sent by registered mail or by bearer addressed to the other Party in the manner referred to in Clause 16.3 If the other Party does not acknowledge receipt of any such letter, facsimile transmission or item of electronic mail, and the relevant letter is returned as undelivered, the notice or communication shall be deemed to have been given 5 working days after the day on which the letter was posted or in the case of facsimile transmission, 48 hours after the time stated on the receipt indicating successful transmission

For the purposes of condition 15, the civic address, email address and facsimile numbers of each Party shall be:

(a) MBJ AIRPORTS LIMITED

Attn: The Chief Operations Officer
SANGSTER INTERNATIONAL AIRPORT
International Terminal – OCC, 1st Floor
MONTEGO BAY. ST. JAMES, JAMAICA

Fax: 876-940-0884

(b) x limited

16.3 Either Party may change its representatives, addresses for service and or facsimile numbers by notice in accordance with this Condition.

17 WARRANTY

Each of the Parties warrants that it has the power to enter into this Agreement.

18 ENTIRE AGREEMENT

The Parties acknowledge that this Agreement contains the entire agreement between the parties and they have not relied upon any oral or written representations made to them by the other parties or their

employees or agents and the parties have each made its own independent investigations into all matters relevant to this Agreement.

19 AMENDMENT

No amendment, modification or waiver of this Agreement, or any part thereof, shall be valid or effective unless in writing and signed by the parties.

20 MBJ EMPLOYEE

The Contractor shall not during the Term knowingly hire or employ, whether on a part time or full time basis, any employee of MBJ.

21 SEVERANCE

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void avoidable illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of MBJ it may be severed from this Agreement.

22 WAIVER

The delay or failure of MBJ at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions and covenants of this Contract.

23 INDUSTRIAL ACTION

The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout or other labour disturbance.

24. DISPUTE RESOLUTION

24.1 All questions and differences whatsoever which are not by this Agreement expressly to be determined by the parties or otherwise, and which shall at any time hereafter arise between the parties, either as to the construction, meaning, operation or effect of this Agreement or of any provision contained in this Agreement or as to their respective rights and duties under or by virtue of this Agreement, shall be settled, subject to Clause 24.2, by mutual agreement.

24.2 Any such matter which is not settled in accordance with clause 24.1 above within fourteen (14) days of one party notifying the other of its intention to settle the matter by mutual agreement, shall be referred to a single arbitrator to be appointed by the President of the Jamaica Bar Association

in accordance with the provisions of the Arbitration Act of Jamaica or any statutory modification or re-enactment thereof for the time being in force.

25. HEADINGS

The sectional headings are for the convenience of MBJ and the Contractor, and are not to be used to construe intent of this Agreement or any part thereof, or to be modified, amplified, or used to aid in the interpretation or construction or any of the provisions thereof.

26. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of MBJ for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of MBJ, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between MBJ and the Contractor with respect to any employee of the Contractor or its subcontractors.

27. THIRD PARTIES

There are no third party beneficiaries to this Agreement and nothing contained herein shall be construed to create such.

28. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which is an original, but all of which together constitute one and the same agreement.

29. PROPER LAW AND JURISDICTION

- (i) This Agreement shall be governed by Jamaica law in every particular including formation and interpretation and shall be deemed to have been made in Jamaica.
- (ii) Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in Jamaica.

30. This Agreement, the schedules to this Agreement, and any documents expressly contemplated by this Agreement, including the Contractor's Proposal at Schedule 4 constitute the entire Agreement between the parties and supersede all previous communications, representations and Agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

SIGNED for and on behalf of) _____
MBJ AIRPORTS LIMITED)
by)
and) _____

Witness

SIGNED for and on behalf of) _____
X LIMITED)
by)
and) _____

Witness

SCHEDULE 1

The Services

The Contractor shall provide FULL LANDSIDE SECURITY SERVICES including but not limited to:

- Services associated with landside access control and perimeter security at an international airport will be provided.
- Management of car park operations as outlined in "Car Park Operations" below.
- Provision of towing services to MBJ at no additional cost to be governed by an agreement to be entered into by MBJ and the Contractor.
- Produce the necessary documentation associated with the activities and keep written records for all operations that require them, including incidents reports.
- Interface with MBJ personnel, the Jamaica Constabulary Force (JCF) and aviation security contractors, and others.
- Communicate in a customer-friendly manner with the public.

The basic services to be performed are:

- 1) Access control for both pedestrian and vehicular traffic into both unrestricted and controlled areas of the airport.
- 2) Patrolling.
- 3) Static duties at vulnerable points (VP).
- 4) Perimeter security.
- 5) Keeping the facility free from unauthorized persons by detecting, apprehending and handing over to the JCF all vagrants, touts, illegal taxi operators, illegal car rental operators, itinerant vendors and narcotics peddlers.
- 6) Escort duties, as required.
- 7) Crowd control - coverage during natural disasters and emergency incidents as required.
- 8) Car park toll-booth operations.
- 9) Traffic control at terminal front curbside.

All or some of these services may need to be performed by armed personnel and/or with canine assets.

These services are defined as follows:

Access Control

- Controlling of access and movement of all pedestrian and vehicular traffic at authorized access points into unrestricted or controlled areas, which may include searches of persons, their belongings and motor vehicles.
- Allowing authorized entry and denying unauthorized access.
- Monitoring and enforcing the wearing of Restricted Area Passes and other forms of identification that may be required.

Patrolling

A combination of foot and mobile, armed and unarmed, and canine patrols may be required to monitor sections of the perimeter (inside and outside) and sensitive areas within the boundaries of the airport.

Static Duty at Vulnerable Points (VPs)

Provide guards to secure sensitive, high value installations and equipment.

Denying Unauthorized Persons/Activities

Proactively police the public concourses, terminal curbsides, roadways and car parks to deny access and accommodation to unauthorized persons. The Police should be called in the event such persons refuse to leave the Airport Property.

Escort Duties

There may be a requirement to escort VIPs, visitors and tradesmen (or others as directed by MBJ) into controlled areas.

Crowd Control Duties

Provide crowd control during natural disasters and emergencies and at any other times that this may be necessary.

Car Park Operations

Provide one or more or all of the following functions relating to car parks:

- Access control
- Directing traffic
- Maintaining order
- Collecting parking fees
- Escorting cash

Traffic Control

Control vehicular traffic, when required, at the terminal front with or without the assistance of the Airport Police. Primary function would be to strictly enforce the No Parking policy.

Service Hours

The Contractor shall provide the services throughout all 24 hours of each day of the term, or any renewal, inclusive of public holidays.

Provision of Equipment

The Contractor shall provide the equipment necessary to perform the services agreed to herein.

SCHEDULE 2

COMPENSATION

Subject to clause 4.1 herein the following are the rates agreed by the parties hereto:

Dedicated Location Manager (100% to MBJ Airports Limited)	No additional cost to MBJ Airports Limited
Unarmed Guard	Ja\$XX.00 per hour + G.C.T.
Armed Guard	Ja\$XX.00 per hour + G.C.T.
Handler with Canine (unarmed)	Ja\$XX.00 per hour + G.C.T.
Handler with Canine (Armed)	Ja\$XX.00 per hour + G.C.T.
Location Supervisor (100% to MBJ Airports Limited)	Ja\$ XX per hour + G.C.T.

SCHEDULE 3

WORK AREAS

SCHEDULE 4
PERFORMANCE STANDARDS

The Contractor shall provide and supervise security services for the landside (non-aviation) areas of the airport for the life of the contract, by meeting the following standards at all times:

1. Deployment levels must be maintained at all times. MBJ may at any time request an increase/decrease in deployment with minimum notice given, as well as working additional hours periodically as a result of increased activity level and/or delayed flights.
2. [Security Contractor] Limited must at all times ensure that its performance reflects a high quality of work and attention to detail and focus on the customer, in keeping with MBJ mission to transform the Sangster International Airport into a world-class facility.
3. Reliable systems and procedures must be in place at all times to maintain the continuous smooth operation of the airport and its essential functions.
4. [Security Contractor] Limited must at all times have suitably qualified staff, canine assets and associated security equipment available to effectively carry out all the activities required to provide MBJ with security that is in synchronicity with best practices in the industry.
5. All employees of [Security Contractor] Limited must be dressed uniformly, and wear an identity badge bearing their name and the company's names. Employees must maintain the highest standard of grooming and deportment at all times.
6. [Security Contractor] Limited must ensure that employees punctual and at no time should an area/position be left unattended.

NON-CONFORMITY WITH ANY OF THE ABOVE STANDARDS SHALL CONSTITUTE AN 'EVENT OF DEFICIENCY', FOR WHICH [SECURITY CONTRACTOR] WILL BE PLACED ON NOTICE (IN WRITING) THAT IT MUST IMPROVE ITS LEVEL OF PERFORMANCE UNDER THE CONTRACT. IF [SECURITY CONTRACTOR] LIMITED FAILS TO REMEDY ANY DEFICIENCIES WITHIN THREE (3) DAYS AFTER DELIVERY OF WRITTEN NOTICE, OR HAS THREE (3) OR MORE EVENTS OF DEFICIENCY FOR ANY MONTH, MBJ MAY TERMINATE THIS AGREEMENT AS PER CLAUSE 16.1 OF SCHEDU

SCHEDULE 5
TERMINAL COMPLEX

**SCHEDULE 6
CONTRACTOR'S PROPOSAL**

SCHEDULE 7

MBJ ENVIRONMENTAL, HEALTH & SAFETY POLICY

**APPENDIX B
ADDENDA**

Addenda for this RFP may be issued by MBJ from time to time.