



## **REQUEST FOR PROPOSAL**

**SANGSTER INTERNATIONAL AIRPORT**

**MASTER PLAN DEVELOPMENT SERVICES**

**February 2023**

## TABLE OF CONTENTS

<b>PART I INVITATION AND INSTRUCTIONS</b>	<b>3</b>
1.0 INTRODUCTION.....	4
2.0 INVITATION.....	4
3.0 PROFILE OF QUALIFIED PROPOSER.....	4
4.0 PROPOSAL SECURITY.....	5
5.0 CLOSING OF PROPOSALS.....	5
6.0 PROPOSER BRIEFING.....	5
7.0 REQUEST FOR PROPOSAL DOCUMENTS.....	5
8.0 INTERPRETATION AND MODIFICATION OF DOCUMENTS.....	6
9.0 SUBMISSION OF PROPOSAL.....	7
10.0 NO OBLIGATION ON THE PART OF MBJ AIRPORTS LIMITED.....	9
11.0 QUALIFICATIONS AND MODIFICATIONS S.....	10
12.0 CORRECTION OF ERRORS.....	10
13.0 TAXES.....	10
14.0 EVALUATION.....	10
15.0 SELECTION OF PROPOSER.....	11
16.0 OTHER PROVISIONS.....	12
17.0 CORRUPT AND FRAUDULENT PRACTICES.....	13
18.0 CONFLICT OF INTEREST.....	14
<b>PART II SCOPE OF SERVICES</b>	<b>15</b>
1.0 SCOPE OF SERVICES.....	16
2.0 TECHNICAL PROPOSAL.....	23
3.0 DELIVERY TIMESCALE.....	24
<b>PART III FORM OF PROPOSAL</b>	<b>24</b>
FORM OF PROPOSAL.....	25
SCHEDULE A – COMPANY PROFILE.....	28
SCHEDULE B – DESIGN PORTFOLIO.....	32
SCHEDULE C – CORPORATE AND FINANCIAL REFERENCES.....	33
SCHEDULE D – PROJECT ORG CHART & QUALIFICATIONS.....	34
SCHEDULE E – STATEMENT OF APPROACH.....	35
SCHEDULE F – DELIVERY TIMESCALE.....	36
SCHEDULE G – PRICING SUMMARY.....	37
SCHEDULE H – HOURLY RATES FOR VARIATION.....	38
<b>PART IV DRAFT CONSULTANCY CONTRACT</b>	<b>39</b>
DRAFT CONSULTANCY CONTRACT.....	39
<b>PART V APPENDIX DOCUMENTS</b>	
APPENDIX A - PLANS, SCHEMATIC DESIGNS & PICTURES.....	
APPENDIX B - SPECIMEN ADVANCE PAYMENT GUARANTEE.....	

---

---

**PART I**  
**INVITATIONS AND INSTRUCTIONS**

---

---

## 1.0 INTRODUCTION

MBJ Airports Limited operates Sangster International Airport (“the Airport”) through a partnership between Grupo Aeroportuario Del Pacifico (“GAP”) of Mexico and Vantage Airport Group of Canada through a Concession Agreement with the Government of Jamaica for thirty (30) years which commenced in 2003.

The Airport serves as the primary gateway to Jamaica and facilitates the transit of more than 80% of tourists arriving on the island and served over 4.4 million total passengers in 2022.

Sangster International Airport connects Jamaica to more than 35 direct international destinations and beyond connections worldwide.

## 2.0 INVITATION

MBJ Airports Limited (“MBJ”) is seeking to engage a suitably qualified consulting firm (“Consultant”) to provide the Service to Develop Sangster International Airport Master Plan (“the Project”) and has invited qualified firms to submit a Proposal (“Proposers”) in response to this Request for Proposal (“RFP”). The Project is described in greater detail in the Scope of Services.

As detailed in the Scope of Services outlined in Part II of this RFP, the selected Consultant is expected to carry out a Preliminary Assessment of the Airport Facilities and Facilities Inventory, Airport Future Facility Requirements, Preparation of the Airport Master Plan, Cost estimates, Airport Impacts, provide support to MBJ by obtaining required approvals from the relevant authorities and provide MBJ with support and present it to the airport stakeholders.

Proposers 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 Proposers at its sole discretion and 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.

## 3.0 PROFILE OF QUALIFIED PROPOSER

MBJ is dedicated to providing the highest level and quality of service to airlines and 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 Proposer must:

- a) Demonstrate experience and success in the development of Airport Master Plans.
- b) Be an established airport engineering or similar company with demonstrable international experience in providing engineering best practice solutions to airport development and operational needs.
- c) Have competent staff to deliver the components of the project in keeping with the standards for an international airport.
- d) Have the financial capacity to deliver the service.

- e) Share MBJ's desire to provide excellent customer service, and high environmental and quality standards at the best possible cost.

#### 4.0 PROPOSAL SECURITY

A refundable Proposal Security of One Thousand United States Dollars (US\$1000) must be submitted along with the proposal. The Proposal Security may be in the form of a manager's cheque or credit card transaction (written request to utilize credit card transactions must be sent via email to Shervan Goslin at sgoslin@mbjairport.com). In the case of cash, the Proposal Security may be remitted to MBJ's account below, and evidence of the transaction confirmation remitted to MBJ on or before the Closing of Proposals.

**Local Bank Account Information:**

BANK NAME: BANK OF NOVA SCOTIA JAMAICA LTD  
TRANSIT NUMBER: 50765  
ACCOUNT NUMBER: 985449  
ACCOUNT TYPE: SAVINGS  
BENEFICIARY: MBJ AIRPORTS LIMITED

All other forms must be deposited in accordance with the Submission Procedure at Clause 9.0.

#### 5.0 CLOSING OF PROPOSALS

Sealed proposals in packages marked "**Request for Proposals RFP# BU2304 MASTER PLAN DEVELOPMENT SERVICES**" will be received by MBJ Airports Limited by **27<sup>th</sup> of March, 2023, at 3:00 p.m.** ("Closing Time"), and then privately opened.

Proposals must be submitted in ONE (1) ORIGINAL

Attention: Shervan Goslin  
Purchasing Manager  
MBJ Airports Limited  
Sangster International Airport  
Montego Bay, Jamaica

AND ONE (1) ELECTRONIC COPY to:

<https://mbjairport-my.sharepoint.com/:f/p/sgoslin/Etxyzx79iDhPptBXhkb2VfsBJi1AxXI0qW3FIde5nZxyA>

MBJ, at any time and at its own discretion, may extend the Closing Time to give Proposers additional time to complete their Proposals.

#### 6.0 PROPOSERS BRIEFING

Proposers should familiarize themselves with local conditions and take them into account in preparing their Proposal. Attendance to the pre-proposal meeting is highly recommended. The meeting will be held by video conference on **Wednesday March 8, 2023 at 10:00AM**. The details of will be shared with companies that show interest in participating.

#### 7.0 REQUEST FOR PROPOSAL DOCUMENTS

- 7.1 The “Documents” consist of:
1. These Instructions
  2. Scope of Services
  3. Form of Proposal
  4. Schedules to Form of Proposal:
    - A. Company Profile
    - B. Design/Service Portfolio
    - C. Corporate References
    - D. Project Organizational Chart & Qualifications
    - E. Statement of Approach
    - F. Delivery Timescale
    - G. Price Summary
  5. Appendices to Form of Proposal
    - A. Plans, Schematic Designs and Pictures
    - B. Security Pass Access Requirement
    - C. Specimen Advance Payment Bond
    - D. Draft Consultant Contract
- 7.2 Proposers should ensure that they receive all components that make up the “Documents” as set out in Clause 7.1.

## 8.0 INTERPRETATION AND MODIFICATION OF DOCUMENTS

- 8.1 Definitions of terms are set out in these RFP Documents.
- 8.2 MBJ may issue additional information, clarification or modification of the Documents by written Addendum at any time prior to the Closing Time. MBJ shall not be bound by oral or other informal explanations or clarifications not contained in such Addenda. When an Addendum is issued it is to be acknowledged as per the form.
- 8.3 MBJ will consider written questions received by **March 15, 2023**. All written enquiries must be directed to the attention of Shervan Goslin, Purchasing Manager Telephone: 1-876-952-2712, Email: [sgoslin@mbjairport.com](mailto:sgoslin@mbjairport.com), or at the address set out in Clause 5.0.
- 8.4 All Requests for Proposal submissions must be in writing and received before Closing Time at the address set out in Clause 5.0.
- 8.5 Proposers shall immediately notify MBJ in writing should they find any inconsistency, discrepancy, ambiguity, error or omission in the Documents.
- 8.6 Proposers, 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 using the contact information at 8.3 above.
- 8.7 Proposers using any electronic transmissions to make inquiries relative to their Proposal assume the entire risk that the e-mail or facsimile document will not 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 Proposer 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.

- 8.8 All written addenda issued by MBJ before Closing Time shall be delivered to all Proposers who have received Documents according to the records of MBJ. All addenda shall be incorporated into and become a part of the Documents.
- 8.9 Proposers shall complete the Form of Proposal acknowledging receipt of all addenda.
- 8.10 Proposers 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 Proposers to examine and investigate thoroughly shall not be grounds for any claim that Proposer did not understand the conditions of this RFP.
- 8.11 As part of the evaluation process, all Proposers are strongly encouraged, at their cost, to attend the 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.
- 8.12 Each Proposer 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 Proposer that it is familiar with and accepts all of the foregoing.
- 8.13 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 Proposer should undertake its own due diligence checks.
- 8.14 The terms and conditions of the executed contract for the provision of this service to the Airport supersede the contents of the RFP and all associated documentation

## 9.0 SUBMISSION OF PROPOSAL

- 9.1 Proposals must conform to all Instructions.
- 9.2 The Proposal may be submitted as ONE (1) ORIGINAL COPY AND ONE (1) ELECTRONIC COPY (see link below)

<https://mbjairport-my.sharepoint.com/:f/p/sgoslin/Etxyzx79iDhPptBXhkb2VfsBJilAxXI0qW3FIde5nZxyA>

- 9.3 MBJ shall receive proposals at its offices referred to in Clause 5.0 or the link shared referred at Clause 9.6 before Closing Time. Any Proposal or its modification received after Closing Time will be declared late and rejected, and shall be promptly returned unopened. Proposals sent by facsimile or email will not be accepted. Proposers accept all risks of late delivery of Proposals if hand delivered or sent by mail and/or courier. In no event will MBJ be responsible for the timely submission of Proposals by the Closing Time or otherwise.
- 9.4 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. For clarity, Proposers are permitted to incorporate the Form of Proposal and Schedules onto a corporate template and are solely responsible for ensuring that all required information has been incorporated.

- 9.5 Where Proposals are submitted to the office they shall be submitted in a sealed envelope bearing the name and address of Proposer and marked:

**“Request for Proposals RFP# BU2304 – MASTER PLAN DEVELOPMENT SERVICES**

If envelopes and packages with the Proposal are not properly sealed and marked as required, MBJ will assume no responsibility for the misplacement, loss or premature opening of the Proposal.

- 9.6 The Proposal may be submitted electronically by uploading to the link described in Clause 9.2 above. Proposer wish to submit its Proposal electronically, upon request to the individual noted in Clause 8.3 it shall be provided with unique credentials to do so.
- 9.7 Proposals shall be dated and signed by one or more duly authorized signing officers of the Proposer. Signatures shall be in original handwriting; facsimile signatures will not be accepted.
- 9.8 Each page of the Form or Proposal and Schedules shall be initialed by one of the authorized signing officers whose signature appears on the execution page of the Form of Proposal.
- 9.9 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.
- 9.10 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.
- 9.11 A Proposer 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 Proposer unopened.
- 9.12 Proposers shall structure the proposals as follows:

**a. TECHNICAL PROPOSAL (“ENVELOPE 1”)**

The proposal documents shall comprise the:

- i. Schedule B – Design/Services Portfolio
- ii. Schedule D - Project Org Chart & Qualifications
- iii. Schedule E - Statement of Service Approach
- iv. Schedule F - Delivery Timescale
- v. Schedule I – Knowledge and references of the use of simulation tools and analysis methodology proposed.

vi. Schedule I - Knowledge and references of the use of simulation tools and analysis methodology proposed.

**b. ECONOMIC PROPOSAL (“ENVELOPE 2”)**

The proposal documents shall comprise the:

- i. Schedule H - Pricing Summary
- ii. Schedule C - Last Audited Financial Statements and Financial References

**c. ADMINISTRATIVE DOCUMENTATION (“ENVELOPE 3”)**

The proposal documents shall comprise the:

- I. Form of Proposal duly completed, signed and sealed
- II. Schedule A – Company Profile
- III. Signed Addenda
- IV. Proposal Security (Clause 4)

d. Electronic Proposals uploaded to the link should be in three files labeled 1) Technical Proposal; 2) Economic Proposal and 3) Administrative Documentation reflecting information in Envelopes 1, 2 and 3 respectively.

9.13 Unless otherwise indicated, all financial information in this RFP is stated in United States Dollars. Proposers shall use the said currency throughout in the submission of their Proposals.

**10.0 NO OBLIGATION ON THE PART OF MBJ AIRPORTS LIMITED**

10.1 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.

10.2 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and MBJ shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. MBJ is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Proposer.

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

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

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

- 10.6 In particular, MBJ shall not be under any obligation to return or save either the original or any copies of any Proposer's Proposal, and all Documents submitted to MBJ, whether original or copies, shall be kept or disposed of by MBJ.
- 10.7 This RFP does not constitute an offer. No agreement shall result upon the submission of Proposals. MBJ shall not be under obligation to enter into any agreement with anyone in connection with this RFP and responses received. MBJ will not have any obligation to anyone in connection to this RFP unless MBJ executes and delivers an agreement in writing approved by MBJ's Senior Management.
- 10.8 Notice of award will be in writing by an authorized representative of MBJ.
- 10.9 This RFP is the property of MBJ and is not to be disclosed, reproduced, or distributed without prior written consent of MBJ. Copyright and all related rights are expressly asserted and reserved.

### **11.0 QUALIFICATIONS AND MODIFICATIONS**

- 11.1 Proposals that contain qualifying conditions, or fail to conform to these Instructions may be disqualified or rejected. Collusion between Proposers is sufficient cause for rejection of all Proposals affected.
- 11.2 Proposals may only be modified in writing, signed by an authorized officer of Proposer who has signed the Form of Proposal. MBJ 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.

### **12.0 CORRECTION OF ERRORS**

The Proposer is responsible to ensure the accuracy of the arithmetic calculations used to determine the Bid price. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of MBJ there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

### **13.0 TAXES**

- 13.1 Where General Consumption Tax (GCT) is applicable it must be considered. However, prices quoted shall exclude GCT and all other taxes and levies. Proposers 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.

In the case of withholding tax applicable to foreign companies, MBJ will pay the Compensation to the successful Consultant net of withholding tax where applicable pursuant to the Double Taxation Treaty between Jamaica and the Consultant's country of residence.

MBJ reserves the right to apply applicable taxes and/or withholding taxes properly required by the Government of Jamaica to any payment to the successful Proposer.

### **14.0 EVALUATION**

- 14.1 To enable MBJ to select the most suitable Proposer, it is imperative that all of the Schedules attached to the Form of Proposal are completed in sufficient detail and accuracy to permit proper evaluation of all Proposals. Inaccurate information may disqualify a Proposer for further consideration.
- 14.2 Proposals will be evaluated for the overall “best value” and MBJ and is based on a combination of the items listed below:
- (a) Company Profile
  - (b) Design/Services Portfolio
  - (c) Corporate References
  - (d) Project Organizational Chart & Employee Qualifications
  - (e) Statement of Approach for the Service
  - (f) Knowledge and references of the use of simulation tools and analysis methodology proposed.
  - (g) Delivery Timescale
  - (h) Pricing
  - (i) Any other criteria MBJ deems pertinent
- 14.3 The evaluation process will be conducted solely at the discretion of MBJ.

## **15.0 SELECTION OF PROPOSER**

### **15.1 Negotiation with Preferred Proposer:**

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

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

### **15.2 Recommendation to MBJ’s Executive Management**

Following the conclusion of the evaluation process and any resulting negotiations, the Evaluation Committee will make a recommendation to MBJ’s Executive Management with regard to the award of a contract for the provision of this service at the Sangster International Airport. The final decision is that of MBJ’s Executive Management Team.

### **15.3 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 Proposers for the provision of the services generally described in this RFP. There shall be no agreement, and no Proposer 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 Proposer, and of MBJ.

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

### **15.4 Notice of Award**

Following the successful conclusion of tender process, MBJ shall issue a Notice of Award immediately thereafter to the successful Proponent who has in turn five (5) business days from the date of said Notice to respond in providing MBJ with a signed Letter of Acceptance.

Upon submission of the Letter of Acceptance, the successful Proponent must furnish all required documentation within the timelines stipulated below:

- Performance Guarantee Bond: 15 days from Notification of Award
- Insurance/Indemnification: 15 days from Notification of Award
- Contract Execution: 20 days from Notification of Award

Failure to meet the above timelines may result in withdrawal of the Contract.

## 16.0 OTHER PROVISIONS

### 16.1 Contract Administration:

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

### 16.2 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 until satisfactory completion or termination, subject to the terms and conditions of the contract. Such terms and conditions may include provisions for the extension, upon mutual agreement between MBJ and the Consultant.

### 16.3 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. The successful Proposer is solely responsible for complying with all applicable governing law and jurisdiction in accordance with the laws of Jamaica.

### 16.4 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.

### 16.5 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 Proposer's expense.

16.6 Software:

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

16.7 Security:

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

Security escort/services will be provided by MBJ as required in the performance of the services and this will be at a cost to the Proposer.

16.8 Office Space, Equipment and Services:

All equipment, tools, etc. required, where applicable, must be supplied by the successful Proposer.

MBJ will consider request for site office space.

16.9 Option if Negotiation Delayed:

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

16.10 No Successful Proposer:

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

16.11 Professional Liability Insurance:

The successful Proposer shall be required to have in place Professional Liability Insurance which covers the whole gamut of the services to be provided to the value of at least USD100,000.00 per occurrence. Aggregate limits of coverage shall not be less than USD200,000.00.

16.12 Performance Guarantee:

On award of Contract, the successful Proponent shall be required to provide a Performance Bond in the form of Schedule 4. This bond shall be in an amount equal to 10% of the value of the Contract. This bond must be issued by a reputable local bank and will be held for up to six (6) months after final completion of project.

16.13 Mobilization

MBJ shall make available a mobilization/advance payment to the Consultant of up to 10% of the Contract Price on a date to be agreed by both parties, provided the Contract Service Agreement has been duly executed by both parties and MBJ is in receipt of a valid demand Advance Payment/Mobilization Guarantee/Bond equivalent to 10% of the Contract Price

and proof that the Consultant has obtained the required Professional Indemnity Insurance coverage.

## **17.0 CORRUPT AND FRAUDULENT PRACTICES**

17.1 MBJ requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts.

In pursuit of this policy, MBJ:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a MBJ official in the procurement process or in contract execution; and;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of MBJ and includes collusive practice among proposers (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive MBJ of the benefits of free and open competition;
  - (iii) “collusive practice” means a scheme or arrangement between two or more proposers, with or without the knowledge of the MBJ, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) will reject a proposal for award if it determines that the Proposer recommended for award has engaged in corrupt, fraudulent collusive or coercive practices in competing for the contract in question.

## **18.0 CONFLICT OF INTEREST**

18.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding MBJ’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Consultant has an obligation to disclose to MBJ any situation of actual or potential conflict that impacts its capacity to serve the best interest of MBJ.

18.2 The Consultant has an obligation to disclose to MBJ any situation of actual or potential conflict that impacts its capacity to serve the best interest of MBJ. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of the Contract

---

---

**PART II**

**SCOPE OF SERVICES**

**SANGSTER INTERNATIONAL AIRPORT**

---

---

## **1.0 SCOPE OF SERVICES**

### **1.1 DESCRIPTION OF THIS PROJECT**

Sangster International Airport (“the Airport”) is operated by MBJ Airports Limited (“MBJ”) through a partnership between Grupo Aeroportuario Del Pacífico (“GAP”) of Mexico and Vantage Airport Group of Canada through a Concession Agreement with the Government of Jamaica for thirty (30) years which commenced in 2003.

As part of the tasks specified in the concession, MBJ must carry out the preparation of the Master Plan (MP) of the airport every five years and obtain the approval of the Airports Authority of Jamaica (“AAJ”). The MP is the proposed development programme required under the Concession Agreement setting out the programme for the future enhancement, development and expansion of the Airport. The MP will generally cover aeronautical and non-aeronautical development at the Airport for a 10-year forward projection.

The objective of the MP is to facilitate balanced growth of airport infrastructure with the expected demand, while maintaining the established quality levels. This need requires a periodic review, both of real traffic and of the new needs that may arise due to regulations or situations, adapting investment and infrastructure forecasts to the real behaviour of traffic.

The work will consist of the elaboration of the MP corresponding to the Sangster International Airport for the period 2025-2034 and 2035-2054, and the bidding companies must present a project for the realization of these, as well as the complementary studies necessary to support the solutions adopted.

The deliverables will include the necessary documentation for the presentation to Authorities, IATA, the Airport Operations Committee, airlines and the AAJ.

The works will not be completed until the approval by AAJ.

### **1.2 DESCRIPTION OF SERVICES**

The MP will contain at least, but not limited to, the following points:

- Expectations of growth and development of the airport in stages or phases;
- Forecast of demand, passengers, cargo and operations, for at least the next ten years, which must include the methodology of calculations and assumptions;
- The program of construction, maintenance, expansion and modernization of infrastructure, facilities and equipment in accordance with Jamaican and international standards and regulations, such as those listed above published by the JCAA, ICAO, ACI, IATA, and other organizations of interest.
- The Level of Service established in the Concession Agreement must be considered for the elaboration of this program.
- The detailed investment programme for the years 2025-2029, as well as the concepts and amounts of the most significant investments estimated for the subsequent five years periods.
- Plans of the areas of the aerodrome specifying their uses and modalities of operation, the access areas and the urban context that surrounds it, as well as those necessary to explain the proposed works and the maximum development;

The projects currently in execution at the airport should be considered in the proposals for works and infrastructure.

In addition to the minimum content established for the Master Plan, as a complement to the required information, in order to facilitate its understanding and justify the decisions taken, the MP will include at least the following sections:

- **Executive Summary**

A brief description of the background of the Master Plan Development will be provided.

- **Analysis of the Airport Environment And Surroundings**

The physical environment (topography of the area, flora and fauna, geology, hydrology, meteorology, wind study, etc.) and the socioeconomic environment with economic and population study of the area of influence will be analyzed. The consultant shall identify and consult with the most important stakeholders and associations in economic and commercial matters, in addition to analyzing the current transport system in order to assess how the physical and socioeconomic environment affects or may affect the development and traffic of the airport.

- **Current Situation of the Airport**

The current situation of the airport will be analyzed, including descriptive and capacity information of the different systems that make up the airport infrastructure, such as airfield, existing terminal buildings, security facilities, restricted access areas, vehicle parking, roads, navigation aid facilities, cargo, industrial and general aviation facilities, airport customers, technical buildings and other facilities and services, fuel supply facilities, energy and water distribution pipelines, treatment plants, waste treatment, etc. As well as the observations made by the relevant authorities in which the requirements of maintenance and development of the infrastructure are to be highlighted. Likewise, the evaluation and analysis of the efficiency and security standards established in the concession agreement of the airport with respect to the current situation shall be included in the Master Plan.

The assessment of the existing condition will serve as a baseline for the subsequent calculation of the future facility requirements and investment needed.

- **Air traffic forecast**

Based on the traffic forecast information that MBJ will provide, the winning company must determine the design traffic by the 90<sup>th</sup> percentile for a 10-year planning horizon and the 30<sup>th</sup> busiest hour for a 30-year planning horizon.

Design traffic will include aircraft movements, passenger, and cargo data segmenting commercial, general aviation, and military usage components. The "standard day" and peak hours of operation will be determined, all segregated into arrivals and departures by traffic types, domestic, international, regional, and aircraft type. This data will be the basis for the subsequent calculation of airport infrastructure and facility needs and for the planning and calculation of investments to be made at each stage.

A supporting document must be generated explicitly stating the methodologies used to determine the design traffic.

- **Analysis of the Capacity/Demand ratio/ Future requirements**

The winning company will carry out an analysis of the current capacity of the airport facilities and infrastructure, showing the real capacities, the dysfunctional and current deficiencies, and will compare these with the expected demand, establishing the future needs for expanding the infrastructure for the different stages and for the study horizons. This analysis shall be done for two scenarios, the design traffic by:

- a. The 90<sup>th</sup> percentile for a 10-year planning horizon and
- b. The 30<sup>th</sup> busiest hour of the year for a 30-year planning horizon.

The projects programmed for the period 2020-2024 will be taken into account, which are in progress and may affect the capacity analysis for the period considered.

The capacity and demand analysis will be carried out for all airport infrastructure, including the airside, aprons, terminal buildings, access roads, car parks, operational equipment, passenger and baggage facilities, general aviation facilities, air cargo, industrial areas, water and electricity supplies, services, etc.

For the calculation of the capacities of the infrastructure and facilities described above, the most current methodology included in the IATA Airport Development Reference Manual must be used, as well as the use of internationally accepted methodologies.

Additionally, internationally recognized simulation programs (preferably AirTop) must be used for the calculation of capacities of the most significant infrastructures and facilities, including:

Airspace and airfield. Depending on the scheduling of aircraft traffic, the aircraft mix, the procedures and separations established by ATC, both visual and electronic aids for navigation and landing, and the configuration of the airfield (runway length, rapid exit taxiway, taxiway configuration, etc.) to calculate the capacity of the airspace and airfield.

Apron. Depending on the composition of fleets and operating procedures, determine the capacity of the apron (including gates and stands, to optimize the design and dimensions of taxiways and aprons).

Infrastructure. The parameters established in the most current IATA ADRM for **optimum level** in terms of space in square meters per passenger and queue times in the different areas of the terminal building will be taken into account, as well as the capacities of other facilities, including, but not limited to baggage claim carousels, check-in counters, security processing points, space of authorities such as Customs or Immigration.

In addition to calculating infrastructures according to IATA ADRM, they will also be calculated considering the standards accepted by ICAO for quality and optimal service level.

In this section, if a capacity is different from that of the previous MP, supporting documents must be generated with the reason for this difference, either an increase or a decrease, to have the necessary justification for presenting it at the request of the AAJ.

#### Facility requirements from gap analysis

The consultant will evaluate the ability of the existing facilities to support forecasted demand. This will include an analysis of the terminal, landside, and airside to ascertain what demand levels will activate the need for future facilities expansion or improvements in five-year planning horizons.

- **Alternatives for Airport Development**

A description of the different development alternatives will be made, as well as an assessment of them for the study horizons. The consultant will identify options that meet the projected facility requirements and alternative configurations for each major component. An assessment of the performance of each alternative against a broader range of evaluation criteria must include operational, environmental, and financial impacts. This analysis shall be done for two scenarios, the design traffic by:

- c. The 90<sup>th</sup> percentile for a 10-year planning horizon and
- d. The 30<sup>th</sup> busiest hour of the year for a 30-year planning horizon.

Once the needs for the expansion of the facilities and infrastructure have been analyzed, the consultant will prepare initial concepts adequate to determine cost feasibility of requirements for development, including a proposal of the phases of implementation. The following factors shall justify this proposal:

- Compliance with the service level established in the concession agreement (Optimum Level, IATA ADRM) for each stage.
- Adaptation of the infrastructure to the expected demand for the traffic of both aircraft, passengers and cargo for each stage.
- Other considerations as specified above.

The proposed development will be indicated for each of the study phases mentioned above (action stages, which are the periods of five years)

- **Maximum Development Assessment**

The MP will contemplate for the airport a study/projection of the maximum possible development, which will be set according to the potential traffic and the environment of the airport.

This maximum development will be presented in an airport layout plan where a proposal for configuration and zoning of infrastructure will be indicated, as well as the capacity of operations and passengers it could serve and the time horizon in which it could be reached.

- **Environmental Assessment**

An analysis of the current environmental situation will be carried out in terms of compliance with the Jamaican environmental regulations, proposing the improvements that are considered necessary for the conservation of the environment in accordance with the applicable provisions.

The following elements will be addressed: noise exposure (due to approach, landing, and take-off procedures), comparable land use, social impacts, induced socioeconomic impact, air quality, water quality, groundwater, biotic communities, wetlands, flood plains, coastal zone & coastal barrier management program, energy supply, natural resources, carbon emissions, solid waste impact, construction impacts, environmental consequences, and other environmental considerations.

- **Program of conservation and maintenance of infrastructure, facilities and equipment.**

The Master Plan will include an annual program for the conservation and maintenance of infrastructure, facilities and equipment, as well as a program of supervision and quality control. Monitoring and supervision report formats shall be included, for one of the methodologies selected by MBI.

Analysis should be carried out on the studies of pavements of the airfields of the airport in order to include in the program the rehabilitations that need to be carried out.

- **Study of discrepancies in relation to ICAO standards and recommendations**

With the objective of maintaining the aerodrome certification, the winning company must include in the Annex to the Master Plan, a list of the discrepancies between the infrastructures, facilities and equipment currently existing and the ICAO standards and recommendations contained in ICAO Annex 14 and the JCAA Manual of Aerodrome Standards.

Likewise, an economically valued list of the actions that the infrastructures, facilities and equipment may need to adapt to the ICAO recommendations in force and those that must be foreseen as part of the breaches detected during the certification processes, in five-year planning horizons, will be included.

The consultant shall also develop a safeguarding plan to ensure that future land uses in areas around an airport are compatible with its continued operation. The safeguarding plan will take into consideration both the 'Obstacle Limitation Surfaces' (OLS) and the 'Instrument Flight Procedure' (IFP).

- **Investment analysis**

The winning company must include a detailed study of annual investments of the first period, as well as the concepts and amounts of the most relevant investments for the subsequent five years, while always maintaining the needs of capacity and facilities to meet the expected traffic demand.

The investment program must include not only the description and economic valuation for the infrastructure development but also the actions of modernization and rehabilitation of facilities and acquisition of equipment, as well as the estimated amounts of those design and technical studies, projects and supervision of works that are considered necessary for the fulfillment of the investments proposed. This program shall be annual.

Each item of the investments must detail the unit prices and criteria taken as a basis in the economic valuation.

A support document must be generated where a matrix is established detailing the items and other information that will integrate the investment program.

- **Plans**

The MP will include a comprehensive collection of drawings to identify the current state of infrastructure and proposals for the development of new infrastructure. At least the following drawings shall be included:

- Airport location map
- Current configuration and zoning drawings
- Airport Layout Plans with the proposed development and zoning (general and by stages)
- Plans with maximum foreseeable development and zoning
- Safeguarding Map (covering at minimum 13 km from the Airport Reference Point)
- 
- Noise exposure modeling and contours maps (covering at minimum 13 km from the Airport Reference Point)

### **1.3 FORMAT OF THE DOCUMENTS**

An electronic document management system must be enabled, in agreement with MBJ, to share information back and forth through the internet for the reviews and updates that are carried out of the information and documentation generated for the works described in this Specification. This system should be easily accessible (preferably with access from mobile devices), with access restrictions and security in the shared information.

The texts and graphics that make up the documentation that is contracted will be presented in triplicate, printed in-color double-sided and in letter-size paper for each of the Master Development Programs. The following organizational scheme must be respected:

- Cover (including confidentiality caption)
- Records
- Index
- Acronyms
- Chapter 1: Executive Summary

- Chapter 2: Analysis of the airport environment and surroundings
- Chapter 3: Current situation of the airport
- Chapter 4: Demand Projection
- Chapter 5: Needs Determination and Capacity/Demand Analysis
- Chapter 6: Proposed Development
- Chapter 7: Stages of Implementation
- Chapter 8: Maximum Development
- Chapter 9: Investment Analysis
- Annex 1: Obstacle limiting surfaces
- Annex 2: Calculation of noise footprints
- Complementary Study: Compliance Analysis
- Supplementary Study: Conservation and Maintenance Program
- Complementary Study: Environmental
- Plans

An electronic draft (in editable format) will be submitted prior to submission to Airports Authority of Jamaica, to be reviewed by MBI and then presented to the AAJ.

Along with the delivery of the draft for the presentation to the AAJ, the successful bidder will deliver an executive summary presentation, in Power Point, where the content of the MP is summarized.

For submission to the AAJ, three printed copies will be delivered in final version, which will include the possible changes emanating from the comments of authorities (AAJ and JCAA) and airlines (AOC). At the end of the contract, three printed sets of the final version will be delivered, including all modifications made throughout the process. The copies delivered in each phase will be able to take advantage of the documentation previously delivered, but the company must update all the pages that have undergone modifications.

The MP may not be extended in more than two volumes, including plans: one volume for the document and one volume for plans.

The drawings shall be presented in a format and scales appropriate to the dimensions of the surfaces to be represented. The different plans will be delivered folded to letter size, and will be included in bags for letter-size plans, which will be bound along with the rest of the plan.

Once approved by the AAJ, the documentation will be provided in electronic format, in mass storage device (external hard disk) in duplicate, duly ordered the information of each Master Plan so that it is easily reproducible on paper. One of these copies must additionally contain all documentation including drawings in the original editable format.

Once the MP has been approved by the AAJ, a summary document will be delivered, from which all sensitive information such as traffic forecasts or the amounts of specific actions will have been eliminated. The purpose of this document is to serve as a public version. This document will be delivered electronically exclusively with a version without possibility of editing and a master version where MBI may be able to edit it.

All documentation will be presented in the English language of Jamaica.

## **2.0 TECHNICAL PROPOSAL**

The proposal shall contain all the information necessary to facilitate its evaluation and shall be structured in the following points.

### **2.1 PROPOSED METHODOLOGY**

It must present the proposal of each bidder, with the appropriate detail and as a managerial summary, the way in which the preparation of the study is proposed, the methodology to be applied and the techniques that will be used in the different areas of work to be carried out, in accordance with the general scheme marked in this Specifications.

### **2.2 TECHNICAL AND HUMAN RESOURCES FOR THE EXECUTION OF THE WORKS**

The qualifications, professional training and experience in similar jobs of the technicians who will intervene in the most relevant phases of the project will be indicated, referring to the areas of action of each one, so that the suitability of their knowledge and experience can be contrasted with the assigned areas of the project.

This section will include the list of simulation programs and analytical calculation programs that are intended to be used, making a brief reference to the scope of these, which allows demonstrating the suitability of the programs used for the purpose intended in each case, as well as a list of the projects or studies of international scope in which these programs have been used and application, if appropriate, to real cases.

### **2.3 WORK PLAN**

The successful bidder must submit a detailed schedule of the proposal to carry out the work, considering the tasks to be carried out and the available resources, the start and end dates of the different phases will be indicated by means of bar diagrams of the activities to be developed and definition of the milestones of the project.

The schedule for carrying out the work will include an initial schedule of visits to the airport for the analysis of the current state of the infrastructure, which must have at least a duration of 5 effective working days. They shall cover the peak traffic day(s) and times of the week for each particular airport.

During on-site working days, meetings should be held with stakeholders, business chambers and other interest groups in order to gather information on the expectations of the groups mentioned in relation to the future development of airports.

The milestones to consider, whose dates or duration, cannot be exceeded are those shown in the following table:

<b>Tasks to be performed</b>	<b>Deadline / duration</b>	<b>Milestone</b>
From the date of award: Collection of information and visits to the airport Consultation with all Stakeholders Drafting of the Master Plan (Regular progress meetings)	150 days	
Review of the first version of the MP documents by MBJ	10 days (+ partial deliveries)	
Presentation of the Master Plan Airport Operations Committee and IATA	Before September 06, 2023	<b>MILESTONE 1</b>
Review and Communication of the recommendations of the AOC/IATA and Update of Master Plan if applicable	10 business days	
Presentation to the Airports Authority of Jamaica	Before October 06, 2023	<b>MILESTONE 2</b>
Resolution of the Airports Authority of Jamaica	45 business days	
Modification of the Master Plan, preparation of the public version and final edition, if applicable	30 days from resolution	<b>MILESTONE 3</b>

Table 1. Schedule for carrying out the work

## 2.4 COMPANY EXPERIENCE

It will include information about similar work carried out by the company, which can provide guarantees that the project will be developed in time and adequacy of contents, will include the staff that will be directly linked to the project, describing their professional training and experience in similar projects.

## 3.0 DELIVERY TIMESCALE

The winning company will have as a maximum period of execution indicated in Table 1. Schedule for carrying out the work of point 2.3 from the signing of the contract.

The work will not be considered completed until the AAJ provides the approval of the MP.

---

---

**PART III**  
**FORM OF PROPOSAL**

---

---

## FORM OF PROPOSAL

TO: **MBJ AIRPORTS LIMITED (“MBJ”)**

RE: **REQUEST FOR PROPOSAL – MASTER PLAN DEVELOPMENT SERVICES AT THE SANGSTER INTERNATIONAL AIRPORT**

We, \_\_\_\_\_  
(Name of Proposer) (List all names of JV Partner

of \_\_\_\_\_  
(Address of Proposer)

Hereby express interest in participating in the Request for Proposals for the provision of **MASTER PLAN DEVELOPMENT SERVICES AT THE SANGSTER INTERNATIONAL AIRPORT.**, to carry out a Preliminary Assessment of the Airport Facilities and Facilities Inventory, Airport Future Facility Requirements, Preparation of the Airport Master Plan, Cost estimates, Airport Impacts, provide support to MBJ by obtaining required approvals from the relevant authorities and provide MBJ with support and present it to the airport stakeholders.

### 1.0 SCHEDULES

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

- a. Company Profile (*For each Sub-Consultant &/or member of JV etc*)
- b. Design Portfolio (*Experience at Similar Jobs etc*)
- c. Corporate References
- d. Project Organization Chart, (*To include Resumes*)
- e. Statement of Approach
- f. Delivery Timescale
- g. Pricing Summary
- h. Hourly Rates for Variation

### 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:

<b>Addendum No.</b>	<b>Date</b>
_____	_____
_____	_____

### 4.0 DECLARATION

Proposer 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 and implementation of the construction Project, 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 Proposer 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 Proposer.



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

\_\_\_\_\_ in the Parish of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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

**Note:** All *italicized text* is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

**SCHEDULE A  
COMPANY PROFILE**

1. Please complete "1(a)" and either "1(b)" or "1(c)", whichever is applicable, and attached the most recent corporate profile of the company. (*Letter of Intent to JV, if a joint venture, is to be submitted*)

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

\_\_\_\_\_

Business or Operating Name:

\_\_\_\_\_

Full Street Address:

Courier Address (if different):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

website: \_\_\_\_\_

e-mail: \_\_\_\_\_

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:

Name                      Address    Share %

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Number of Administration Personnel in the local office: \_\_\_\_\_
3. Number of Operational Personnel in the local operation: \_\_\_\_\_
4. What percentage of your total revenue would this contract represent? \_\_\_\_\_
5. Attach Company Organization Chart
6. Please insert revenue data in the Table below:

Annual Revenue	Total Revenue (USD)
2022	
2021	
2020	

7. This Company is a subsidiary of: \_\_\_\_\_
8. Companies subsidiary to this Company are: \_\_\_\_\_

\_\_\_\_\_

9. 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 contracts that you bid on during the past three (3) years that you were not successful in and indicate why you were not successful.

*Attach additional pages as required.*

## **SCHEDULE B DESIGN PORTFOLIO**

Proposer to provide portfolio detailing past projects. The Portfolio should demonstrate the experience and expertise in performing similar work of scope and size, completed for an airport. List the three most comparable/relevant projects completed in the previous five years that have the same or similar requirements. Include the following details:

- The name of the client;
- The client contact name;
- The client contacts telephone number;
- A short description of project and services;
- The \$ value of project; and
- The project start date & duration.

### **SCHEDULE C CORPORATE AND FINANCIAL REFERENCES**

Proposer shall submit corporate references for three projects of similar nature and size that was successfully undertaken by the Proposer within the last five years. The references should be typewritten and printed on company letterhead and signed by an authorized officer of the company.

Additionally, the Proposer shall provide three (3) financial references from a financial institution of their choice.

Proposer shall attach Company's most recent Audited Financial Statement. If such a report is more than two (2) years old, provide the latest internal company financial report signed by the company's accountant.

## **SCHEDULE D PROJECT ORGANISATIONAL CHART & QUALIFICATIONS**

Proposer to provide project organization chart as well as curriculum vitae for their key personnel identified thereon. Curriculum vitae should describe qualifications of the key personnel and prior experience on similar projects.

*Attach additional pages as required.*

## **SCHEDULE E STATEMENT OF APPROACH**

Proposer to provide a narrative of the firm's approach to the Master Plan Project, demonstrating an understanding of the scope of work involved, the firm's work philosophy and how it will be applied to the project.

*Attach additional pages as required.*

**SCHEDULE F  
DELIVERY TIMESCALE**

Proposer to provide the expected completion dates for key deliverables in the scope of work detailed in Schedule A of the Consulting Services Agreement, as is listed below. These completion dates will be inserted into Schedule C of the Consulting Services Agreement. Proposers may add additional milestones as deemed appropriate.

<b>Tasks to be performed</b>	<b>Deadline / duration</b>	<b>Milestone</b>
From the date of award: Collection of information and visits to the airport Drafting of the Master Plan (Regular progress meetings)	150 days	
Review of the first version of the MP documents by MBJ	10 days (+ partial deliveries)	
Presentation of the Master Plan Airport Operations Committee and IATA	Before September 06, 2023	<b>MILESTONE 1</b>
Review and Communication of the recommendations of the AOC/IATA and Update of Master Plan if applicable	10 business days	
Presentation to the Airports Authority of Jamaica	Before October 06, 2023	<b>MILESTONE 2</b>
Resolution of the Airports Authority of Jamaica	45 business days	
Modification of the Master Plan, preparation of the public version and final edition, if applicable	30 days from resolution	<b>MILESTONE 3</b>

Proposer to provide an indicative programme to illustrate the schedule and timelines of activities associated with this contract.

## **SCHEDULE G PRICING SUMMARY**

The Proposer is requested to indicate the all-inclusive 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:

The contract shall be for the whole works, as described in the Scope of Works, based on the priced proposal submitted by the Consultant. The payment plan shall be on a milestone basis where the Consultant shall receive payment once all obligations in respect of that payment have been completed to the satisfaction of MBJ and the Project Manager.

**SCHEDULE H  
HOURLY RATES FOR VARIATIONS**

Consultant is to list all key individuals nominated in its Proposal provide hourly rates for variations to the Services. The list may include others not nominated in the Proposal. Rates must cover all costs and allowances including but not limited to profit, overhead and margins, and shall be exclusive of GCT. The hourly rates will be applicable for all variations (if any) over the duration of the assignment.

Name	Project Role	Hourly Rate (USD\$/hr)

---

---

**PART IV**  
**CONSULTING SERVICES AGREEMENT**

---

---



## CONSULTING SERVICES AGREEMENT

with

[Consultant Name]

to

Provide Design And Engineering Services To Convert The Master Plan Development Services Of  
The Sangster International Airport, Montego Bay, Jamaica

## ARTICLES OF AGREEMENT

**MBJ AIRPORTS LIMITED** hereinafter called “MBJ”, having its permanent address at:

Sangster International Airport  
Montego Bay  
St. James, JAMAICA

hereby enters into an Agreement dated April [Date], 2018 to retain [COMPANY NAME], hereinafter called “the Consultant”, having its permanent address at:

[Address]

to furnish the Services herein contained and the Consultant agrees to furnish the Services under the terms and conditions as set out herein.

### **1. AGREEMENT DOCUMENTS/DEFINITIONS/GENERAL**

1.1 The following documents and any amendments relating thereto form the Agreement between MBJ and Consultant:

- (a) these Articles of Agreement;
- (b) the document attached hereto as Schedule A and entitled “Description of the Project and Services”;
- (c) the document attached hereto as Schedule B and entitled “Compensation”;
- (d) the document attached hereto as Schedule C and entitled “Term, Completion Schedule, Status Reports”;
- (e) the document attached hereto as Schedule D and entitled “Miscellaneous Provisions”;
- (f) the document attached hereto as Schedule E and entitled “Insurance Requirements”;
- (g) Appendix I - Consultant’s Proposal
- (h) Appendix II - MBJ’s Code of Conduct

FOR VALUE RECEIVED, the receipt whereof is hereby acknowledged by Consultant, MBJ and Consultant agree as follows:

## 2. DEFINITIONS AND GENERAL

### 2.1 In this Agreement:

- (a) "Agreement" includes all schedules hereto and all amendments and renewals if any from time to time;
- (b) "Airport" means the Sangster International Airport, Montego Bay, Jamaica
- (c) "Compensation" means the fees, reimbursement (if any), and other compensation set out in Schedule B, plus any additional compensation agreed between the parties for Extra Work, if any, as contemplated in Schedule B;
- (d) "Contract Administrator" means MBJ personnel responsible for administration of this Agreement, as designated by MBJ from time to time, and, unless otherwise specified in Schedule D, initially MBJ Contract Administrator shall be: The Chief Executive Officer of MBJ;
- (d) "Commencement Date" shall mean the date this Agreement is fully executed by both parties as indicated above;
- (e) "Consultant" means the undersigned Consultant;
- (f) "Contract Services Suppliers" mean, collectively, all Personnel, Subcontractors, and Material Suppliers involved, utilized or engaged in connection with providing the Services under this Agreement;
- (g) "Event of Default" has the meaning assigned in paragraph 11.3;
- (h) "Extra Work", if any, means additional work or Services as contemplated in Schedule A;
- (i) "GCT" means the goods and Services tax administered under the *General Consumption Tax Act* and any successor tax or levy therefore in force from time to time;
- (j) "Material Suppliers" mean any person furnishing materials or supplies to Consultant in connection with the Services;
- (k) "Personnel" means employees and personnel of Consultant involved in providing the Services under this Agreement;
- (l) "Project" means the project described in Schedule A hereto;
- (n) "Services" mean the Services described in Schedule A hereto;
- (o) "Site" means the lands and premises leased by MBJ from the Airports Authority of Jamaica;
- (p) "Standard" means the higher of: (i) the standard implied or imposed by law; (ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or

discipline; (iii) the standard prescribed or contemplated by this Agreement;

- (q) "Subcontractors" mean subcontractors, agents or third parties engaged by Consultant in connection with providing or supplying the Services; the services will not be subcontracted without the written agreement of MBJ pursuant to clause 13 herein;
- (r) "Term" means the term specified in Schedule C, subject to extension or earlier termination in accordance with the provisions hereof;
- (s) "Work Product" means all drawings, plans, models, designs, reports, specifications, calculations and other documents and electronic media, and all concepts, products, prototypes and processes prepared, produced or developed by or at the direction of Consultant or any Contract Services Supplier directly or indirectly in connection with the Project or the performance of the Services;

- 2.2 The headings appearing in this Agreement are for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provision.
- 2.3 All references to any party, whether a party to this Agreement or not, shall be read with such changes in number and gender as the context or reference reasonably requires.
- 2.4 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of the United States of America.
- 2.5 If Consultant is comprised of more than one person, then all liabilities and obligations shall be joint and several.
- 2.6 The proper law of this Agreement is the law of Jamaica. Consultant hereby submits and attorns to the jurisdiction of the Courts of Jamaica.
- 2.7 This Agreement, the schedules to this Agreement, and any documents expressly contemplated by this Agreement, 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.
- 2.8 Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 2.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

### 3. **SERVICES**

- 3.1 Consultant shall provide and perform the Services set out at Schedule A in accordance with the terms of this Agreement to and for the benefit of MBJ. Consultant shall provide the Services to the Standard and shall at all times comply with and perform to the Standard. The duties and obligations of Consultant set out in this Agreement are in addition to and shall not be construed so as to limit or derogate from Consultant's duties or obligations at law or in equity. Consultant shall act with

utmost good faith towards MBJ and shall observe and perform the obligations of a fiduciary, in connection with performance of the Services hereunder.

- 3.2 Consultant shall provide all equipment, supplies and materials necessary in connection with providing and carrying out the Services.

#### 4. **COMPENSATION**

- 4.1 In consideration of the performance of the Services by Consultant in accordance with this Agreement, MBJ shall pay to Consultant the Compensation in accordance with Schedule B. Payment of the Compensation will be subject to any adjustment provided for in this Agreement. MBJ shall have the right to set off against payment of the Compensation any charge, liability or indebtedness owed by Consultant to MBJ.

#### 5. **CONTRACT SERVICES SUPPLIERS**

- 5.1 Consultant represents to MBJ that it and all Contract Services Suppliers, if any, are competent and have the qualifications, designation, experience and capabilities necessary to carry out the Services to the Standard.
- 5.2 Consultant shall ensure that all Contract Services Suppliers comply with the provisions and stipulations of this Agreement.

#### 6. **SECURITY AND SAFETY MEASURES; ENVIRONMENTAL; POLICIES, RULES AND REGULATIONS**

- 6.1 MBJ may prescribe rules, regulations, policies and procedures from time to time for:
- (a) matters pertaining to security and safety, including issuance of passes, keys, badges, and like devices, and MBJ may charge reasonable fees for the issuance thereof;
  - (b) environmental matters;
  - (c) archaeological matters; and
  - (d) such other matters as MBJ may from time to time prescribe. Consultant shall be responsible to ensure that it, its employees and all Contract Services Suppliers comply with such rules, regulations, policies and procedures in effect from time to time. Such rules, regulations, policies and procedures may be changed by MBJ from time to time and will be communicated in writing to the Consultant. MBJ may at any time prescribe specific stipulations applicable to Consultant and Contract Services Suppliers.

#### 7. **INSURANCE AND INDEMNIFICATION**

- 7.1 Consultant shall comply with and abide by the stipulations regarding insurance as set out in Schedule "F".
- 7.2 Consultant shall defend, fully indemnify and hold harmless MBJ and all directors, officers, agents, servants and employees of MBJ from and against any claim, demand, expense (including legal fees and disbursements), lien, award or liability for breach of contract, negligence or other tort, under any statute or otherwise:

- (a) arising from the supply and provision of the Services under this Agreement and/or all related matters, including injury or death to anyone including, but not limited to, Contract Service Suppliers, loss or damage to property whether belonging to Consultant or anyone else, any claim or matter in dispute between Consultant and any Contract Service Supplier, and any failure or deficiency by Consultant in supplying and providing the Services; and
- (b) in connection with any claim on account of infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights, or of any obligation of confidentiality, in connection with the Services or Work Product or parts or materials supplied by Consultant.

7.3 For the avoidance of doubt, the Consultant shall not be liable to MBJ or its directors, officers, servants and employees for any indirect, special or consequential loss (including loss of use of any works, loss of profit, loss of any contract) which may be suffered by MBJ arising from the supply and provision of the Services under this Agreement.

## 8. **WORK PRODUCT**

8.1 Unless otherwise agreed in writing between Consultant and MBJ, all Work Product shall belong to MBJ and all copyright and other intellectual property or rights present and future in Work Product are hereby vested in MBJ. Where appropriate, Work Product shall contain the form of notice prescribed by the Universal Copyright Convention indicating MBJ as the owner.

8.2 Consultant shall obtain releases, licenses, permissions and other authorizations in connection with any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights held by third parties, as may be required.

8.3 Consultant shall deliver to MBJ on request copies of all Work Product and all files and correspondence pertaining to performance of this Agreement including Work Product and files and correspondence of Contract Services Suppliers.

8.4 Risk of loss, theft or damage to Work Product shall rest with Consultant, until delivered to MBJ.

## 9. **CONFIDENTIALITY**

9.1 Subject to paragraph 9.2, Consultant shall not disclose any information, plans or designs to which Consultant may have access by virtue of its connection with the Project (unless such information, plans or designs are already publicly available or were disclosed to Consultant by a third party in a non-confidential capacity), or any Work Product or information developed by Consultant in connection with the Project, to any person not expressly authorized by MBJ to receive such information, plans, designs or Work Product. Consultant shall ensure that all Contract Services Suppliers comply with the foregoing confidentiality requirements. MBJ may make the following directions to safeguard the confidentiality of all such information, plans, designs and Work Product:

- (a) restrictions upon personnel to be permitted access to information, plans, designs or Work Product;
- (b) restrictions upon time and place of access and method of reproduction;

- (c) restrictions upon uses to which such information, plans, designs or Work Product may be put by Consultant; and
- (d) the imposition of other procedures necessary in the reasonable opinion of MBJ to protect and safeguard confidentiality, both before and after the termination of this Agreement.

MBJ may require, and in such event Consultant shall require, any Contract Services Supplier to execute an Agreement with MBJ regarding the confidentiality of all information, plans, designs and Work Product.

9.2 At any time before the termination of this Agreement, Consultant may disclose information, plans, designs or Work Product respecting the Project to certain persons without the express authorization of MBJ provided that such disclosure is:

- (a) strictly limited to information, plans or designs which Consultant, exercising its best professional judgement, deems to be essential to the performance of the Services and for the benefit of MBJ; and
- (b) made only to governmental or regulatory agencies or other third parties acting in an official or professional capacity relating to the Project.

9.3 Consultant acknowledges that in the event of breach by Consultant of its obligations of confidentiality, damages would be an inadequate remedy. Consultant agrees that MBJ, in addition to and without limiting any other right or remedy it may have, will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

## 10. **ACCOUNTS AND RECORDS**

10.1 Consultant shall keep proper accounts and records of all expenditures made in connection with the Services and all invoices, receipts and vouchers relating thereto.

## 11. **TERMINATION OF SERVICES OR AGREEMENT**

11.1 This Agreement will remain in effect until expiry of the Term or termination as provided for herein.

11.2 MBJ may terminate this Agreement before completion of the Services or expiry of the Term, anything to the contrary herein notwithstanding, as follows:

- (a) upon thirty (30) days' notice to Consultant; or
- (b) at the option of MBJ, at any time upon the happening of an Event of Default.

11.3 For the purposes of this Agreement, an "Event of Default" shall be deemed to occur if:

- (a) Consultant is in breach of any covenant, obligation or representation hereunder and such breach is material;
- (b) MBJ, acting reasonably, considers that it is likely that Consultant will not complete the

Services, or any part of the Services, in accordance with the scheduled completion dates or performance schedule set out herein and such failure to meet the scheduled completion dates or performance schedule is, in the opinion of MBJ, not due to events or circumstances beyond Consultant's control or which were reasonably foreseeable at the time this Agreement was entered into;

- (c) MBJ, acting reasonably, considers that Consultant, or any agent or employee of Consultant, has acted or is acting in a manner detrimental to MBJ or the Project;
  - (d) Consultant becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it;
  - (e) any Contract Services Supplier becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and MBJ acting reasonably is concerned with regard to potential adverse impact on the Project.
- 11.4 Where the Agreement is terminated under paragraph 11.2(a), MBJ shall pay to Consultant such part of the Compensation as can reasonably be considered to have been earned by Consultant to the date of termination and recognition shall be given for reasonable costs for shutdown and start-up provided that Consultant shall make reasonable efforts to mitigate. Upon the termination of this Agreement and payment as required under this Agreement, MBJ shall have no further obligation or liability to Consultant in connection with this Agreement or its termination and may as a condition of final payment under this Agreement require Consultant to execute and deliver a release and discharge in favour of MBJ.
- 11.5 In the case of an Event of Default, including if Consultant fails to supply and provide the Services or any part thereof in accordance with this Agreement, MBJ shall, by writing, notify the Consultant that an Event of Default has occurred. The Consultant shall have fifteen (15) days from the date of the said notice to remedy any such breach or default failing which MBJ shall be entitled to terminate this Agreement forthwith. Where the breach or default is such that it not possible to be cured by the Consultant, working diligently, within a period of fifteen (15) days from the date of the said notice to remedy such breach or default, MBJ may, at its sole option without prejudice to any other right or remedy, grant the Consultant additional time, after consultation between the parties to remedy such breach or default. If the Consultant then fails to remedy or cure such breach or default within the additional time agreed, MBJ shall be entitled to terminate this Agreement forthwith.
- 11.6 Termination for any reason of this Agreement shall not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination as provided for herein. Without limiting the foregoing, for clarity, this will record that it is understood that the provisions of Articles 7, 8, 9, 10, 14, and 15 and the Schedules shall survive termination.
- 11.7 Save and except for the provisions related to Delay Damages specified at Schedule C of this Agreement, the remedies of MBJ in this Agreement are cumulative and are in addition to any remedies available to MBJ at law or in equity. No remedy will be deemed to exclude or to restrict the right of MBJ to any remedies against Consultant and MBJ may from time to time have recourse to one or more of the remedies specified in this Agreement or at law or in equity notwithstanding the termination of this Agreement.

11.8 MBJ retains the right, whether or not Consultant is in default hereunder, to carry out and perform any of the Services and to engage others in doing so; but MBJ will be entitled to claim over and charge Consultant, as provided for in 11.5, only if Consultant is in breach or default of its obligations hereunder.

11.9 MBJ may, at any time and from time to time by delivery of notice in writing to Consultant, suspend the performance of the Services for the period of time specified in such notice. In that event MBJ shall pay to Consultant such part of the Compensation as can reasonably be considered to have been earned by Consultant to the date of the suspension.

## 12. **COOPERATION AND COORDINATION**

12.1 Consultant shall cooperate and coordinate the performance of the Services with MBJ's personnel and MBJ's contractors, subcontractors, suppliers, and other Consultants.

12.2 MBJ is a customer and service-driven organization. MBJ and Consultant agree to work cooperatively in carrying out the Project and the Services, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing inconvenience to users of the Airport.

## 13. **ASSIGNMENT**

13.1 Consultant shall not be entitled to assign this Agreement or any portion of this Agreement either voluntarily, involuntarily or by operation of law, and Consultant shall not have any right, power or authority to subcontract or delegate the supply or provision of the Services to be performed hereunder, or any portion thereof, without MBJ's written approval, which approval may be arbitrarily withheld.

13.2 If Consultant is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of paragraph 13.1.

## 14. **COMPLIANCE WITH LAWS**

14.1 In carrying out its obligations hereunder Consultant shall comply with all laws, regulations and statutory requirements of every national, municipal, regional and/or other statutory authority applicable to the Project and the Services.

14.2 Consultant shall obtain all requisite permits and licenses, if any, for supplying and providing the Services under this Agreement; provided that Consultant must obtain approval of MBJ before any application for licence or permit is made. Consultant does not have the authority without written approval of MBJ to submit to any regulatory regime or regulatory authority, and has no authority to make any such application without prior approval of MBJ as aforesaid.

## 15. **PERFORMANCE GUARANTEE**

15.1 The Consultant shall provide to MBJ, upon the execution of the contract by the parties, as security for the proper performance of the Services, a Performance Guarantee, in an amount equivalent to 10% of the Compensation which has an effective period not less than the Term and being thirty (30) days past the date of completion of the services. If the Contractor fails to perform the Services according to the specifications set out in Schedule A, MBJ shall be entitled to draw on the

Performance Guarantee for any losses suffered as a result of the failure of the Consultant to perform up to the amount of the Performance Guarantee.

15.2 The Performance Guarantee shall be in the form set out at Schedule E and shall be from a company acceptable to MBJ or in such other form as may be agreed by MBJ in writing.

15.3 The Performance Guarantee shall be valid until the Consultant has satisfactorily executed and completed the Services.

15.4 The cost of complying with the requirements of this Article 15 shall be borne by the Consultant.

15.5 If the Consultant fails to provide the Performance Guarantee on a timely basis, or to renew or extend such Performance Guarantee, same shall be considered an Event of Default under Article 11.3(a) and MBJ shall be entitled to withdraw or to terminate this Agreement in accordance with provisions of Article 11.2 (b).

15.6 If the Term of the Agreement is extended, the Consultant shall provide to MBJ an acceptable notice of renewal of the Performance Guarantee at least fourteen (14) calendar days prior to the date on which the existing Performance Guarantee expires.

## 16. **CONSULTANT NOT AGENT OR EMPLOYEE**

16.1 Consultant is acting as independent contractor in performing the Services hereunder. Consultant is not the employee or agent of MBJ and shall not enter or purport to enter into any contract or subcontract on behalf of MBJ. All persons employed by or subcontracted to Consultant to perform Services hereunder shall be employees or subcontractors, as the case may be, of Consultant and shall not be agents or employees of MBJ.

## 17.1. **NO JOINT VENTURE, PARTNERSHIP, OR PRINCIPAL AGENT RELATIONSHIP**

17.2 Consultant and MBJ acknowledge that no joint venture, partnership, or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and covenant that they will not assert otherwise.

## 18. **Intentionally deleted**

## 19. **SECRET BENEFIT**

19.1 The Contractor, his agents and employees shall not give or offer to give to any director, officer, employee or agent of MBJ or to MBJ any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. The Contractor shall observe the "Supplier obligations under MBJ's Code of Conduct Policy" at Appendix II of this Agreement. Contravention of this provision will permit MBJ to terminate this Agreement.

## 20. **MISCELLANEOUS**

20.1 (a) Consultant shall not display any signs or advertising on Site without the prior approval of MBJ.

- (b) Consultant shall not distribute any literature or otherwise promote the engagement by MBJ without the prior approval of MBJ, provided that MBJ will not withhold such approval unless MBJ has a valid business reason for doing so.
- 20.2 Consultant shall not without the prior consent of MBJ contract with or provide Services on Site to any person other than MBJ. Such consent shall not be unreasonably withheld. MBJ may, as a condition of giving consent, stipulate reasonable conditions.
- 20.3 Consultant shall comply with all applicable laws including but not limited to those related to taxation, health and safety, immigration, custom and duties, Workers' compensation, human rights, and labour and employment laws, rules, notices, directives, standards, orders and regulations. Consultant shall upon request by MBJ provide certificates of compliance from regulatory bodies or other evidence of compliance. Consultant accepts full and exclusive responsibility and liability for payment of taxes and for contributions required to be made on behalf of its employees under any provision of any law, or other remuneration paid or payable by Consultant to or on behalf of Contract Services Suppliers engaged in connection with the Services. Consultant shall cause each Subcontractor or Material Supplier who performs any part of the work hereunder to accept the same responsibility and liability.
- 20.4 MBJ shall be liable for GCT as may be applicable. Unless otherwise specified in this Agreement, Consultant is responsible for payment of withholding tax, if applicable, and all Compensation is inclusive of taxes. Consultant shall be responsible for and shall pay any other applicable taxes, rates, custom charges, duties, imposts and levies.
- 20.5 Consultant declares that Consultant has no financial interest, affinity or association in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of this Agreement, Consultant shall declare it immediately in writing to MBJ's Contract Administrator. Consultant warrants that it has no predisposition, affinity, or association with any third party that would impair or qualify the provision of the Services or any related work on the Project.
- 20.6 In the event of any dispute or controversy arising out of or in connection with this Agreement:
- (a) Such dispute or controversy shall be referred to an independent mediator appointed by the Dispute Resolution Foundation of Jamaica for resolution. Each party agrees to bear the cost of mediation equally.
- (b) Where good faith efforts to resolve the dispute or controversy using the Mediator fail, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.
- (c) The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

20.7 Whenever in this Agreement, it is required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if hand delivered or forwarded by registered or certified mail and authenticated email as follows:

To MBJ: MBJ Airports Limited  
Sangster International Airport  
Montego Bay, St. James  
Jamaica, West Indies  
Phone: (876) 952-3133-4, 971-6689  
Fax: (876) 940-6591/971-9598  
Email: smunroe@mbjairport.com  
Attention: Chief Executive Officer

To Consultant: [Name of Consultant]  
[Address]  
Phone: [•]  
Fax: [•]  
Email: [•]  
Attention: [•]

21. TIME OF THE ESSENCE

21.1 Time shall be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement:

**SIGNED on behalf of MBJ AIRPORTS LIMITED by:**

\_\_\_\_\_  
per: **Shane Munroe**  
**Chief Executive Officer**

\_\_\_\_\_  
per: **Carlos Salgado**  
**Deputy Airport Director**

In the presence of:

\_\_\_\_\_  
WITNESS

**SIGNED on behalf of [NAME OF CONSULTANT] by:**

\_\_\_\_\_  
per: [Title]  
[Name]

\_\_\_\_\_  
per: [Title]  
[Name]

In the presence of:

\_\_\_\_\_  
WITNESS

**SCHEDULE A**  
**Description of the Project and Services**

---

1. **DESCRIPTION OF THIS PROJECT**

[The Project entails the expansion of .....]

2. **DESCRIPTION OF SERVICES**

[The Project and Services shall include .....]

3. **EXTRA WORK**

Consultant acknowledges that once Consultant has become involved in the Project it may not be practicable or efficient for MBJ to engage another Consultant in connection with the Project. Consultant agrees that from time to time MBJ may request that Consultant carry out or provide additional supplies or Services, ancillary or related to the Services or the Project. In such cases, MBJ shall pay Compensation to Consultant as separately agreed in writing **prior** by MBJ and Consultant from time to time. For the avoidance of doubt where the parties do not reach an agreement regarding the compensation for Extra Work, the Consultant shall not be obligated to undertake any such Extra Work.

For any determination as to whether any work or Services constitute Extra Work, or are covered under this Agreement without additional charge to MBJ, or as to the costs or Compensation attributable thereto, or any agreement as to the period of time within the Extra Work is to be provided or supplied by the Consultant, MBJ's Contract Administrator responsible for the day-to-day management of this Agreement will try to come to an agreement with Consultant's representative. If unable to reach an Agreement the provisions of Article 20.6 of the Agreement will be applicable to resolve the dispute.

**SCHEDULE B**  
**Compensation**

---

**1. FEES**

The Compensation to the Consultant for the Services has been agreed and fixed at USD \$[TBD] exclusive of GCT and payable as follows:

[Breakdown of compensation amounts to be populated based on Consultant Proposal]

The total payment due to the Consultant shall not exceed the Compensation set out above which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Schedule A.

The payments to the Consultant shall be on a milestone basis (except for the Construction Phase) where the Consultant shall receive payment once all obligations and conditions in respect of that payment have been completed to the satisfaction of MBJ and the Project Manager. For the Construction Phase, the Consultant shall receive payment on a percentage complete basis as reasonably agreed by the Consultant, MBJ and the Project Manager.

**2. DISBURSEMENTS**

No reimbursement for disbursements or expenses, as the fees stated above are inclusive of any disbursements or expenses which may be incurred by Consultant.

**3. GENERAL PROVISIONS REGARDING PAYMENT**

Anything to the contrary herein notwithstanding, payment shall not be due from MBJ until the later of: (i) the due date, as otherwise determined hereunder; and (ii) 30 days after receipt by MBJ of Consultant's invoice therefor, after the work has been carried out.

If at any time any item of Compensation is in issue, then the amount not in issue will, notwithstanding, be paid when due.

Where this Agreement calls for payments in instalments, such instalments will be made in arrears. Such instalments shall be paid thirty (30) days after the later of: (i) month end; and (ii) receipt of Consultant's invoice, after the work has been carried out.

Invoices will be provided by Consultant, and shall be submitted to MBJ's accounts payable department, or as otherwise specified by MBJ from time to time. Invoices shall set out breakdowns of charges and items as requested by MBJ. Invoices shall separately state amounts for Extra Work, if any. All invoices shall state Consultant's GCT registration number, if applicable and state the amount of GCT payable.

Payment for partial periods will be pro-rated.

MBJ will pay GCT exigible on all Compensation payable hereunder, and shall be entitled to input tax credits therefor, if allowed. MBJ will withhold taxes, as specified under the Double Taxation Treaty with Jamaica and the Consultant's country of residence as applicable, and in line with the terms of clause 20.4 of this agreement.

## SCHEDULE C

### Term, Completion Schedule, Status Reports

---

**1. TERM**

The Term of this Agreement (subject to extension or earlier termination as provided for herein) shall be the period commencing on the Commencement Date and ending upon total performance of the Services ensuring same is done in line with the Completion Schedule agreed at clause 2 of this Schedule C.

**2. COMPLETION SCHEDULE**

Having regard to the importance to MBJ of maintaining its schedule for the Project and the detriment which may be incurred by MBJ if such schedule is not maintained, Consultant agrees to commence, perform and complete the Services in accordance with the commencement and scheduled completion dates set forth in this Schedule C and to complete each stage of the Services on or before the respective scheduled completion dates specified below in this Schedule C.

Tasks to be performed	Deadline / duration	Milestone
From the date of award: Collection of information and visits to the airport Consultation with Stakeholders Drafting of the Master Plan (Regular progress meetings)	150 days	
Review of the first version of the MP documents by MBJ	10 days (+ partial deliveries)	
Presentation of the Master Plan Airport Operations Committee and IATA	Before September 06, 2023	<b>MILESTONE 1</b>
Review and Communication of the recommendations of the AOC/IATA and Update of Master Plan if applicable	10 business days	
Presentation to the Airports Authority of Jamaica	Before October 06, 2023	<b>MILESTONE 2</b>
Resolution of the Airports Authority of Jamaica	45 business days	
Modification of the Master Plan, preparation of the public version and final edition, if applicable	30 days from resolution	<b>MILESTONE 3</b>

Consultant shall make all required submissions to MBJ so as to permit a reasonable time for review WITHOUT delaying performance. Consultant acknowledges and agrees that all deliverables are subject to review and approval by the Airport Authority of Jamaica and the Jamaica Civil Aviation Authority and shall permit a reasonable time for such review with delaying performance.

Consultant shall immediately notify MBJ if it becomes aware or has reasonable grounds to expect that it may be unable to complete the Services, or any part of the Services, in accordance with the

scheduled completion dates or performance schedules.

Where the Services are not commenced, performed or delivered by the Consultant in accordance with the scheduled completion dates set forth in this Schedule C the Consultant shall be liable to pay delay damages to MBJ for this default. These delay damages shall be as follows and shall be paid for every day which shall elapse between the relevant date for delivery and the actual date of delivery to MBJ specified above. Provided, however, the total amount due for delay damages shall not exceed ten percent (10%) of the Compensation. To the extent any modification to the Compensation occurs pursuant to the terms of the Contract, the calculation of the amounts contemplated in this paragraph shall be made on the basis of the Compensation as so modified. These delay damages shall be the only damages due from the Consultant for such default, other than in the event of termination under paragraph 11.2 (b) of the Agreement. Delay damages shall not relieve the Consultant from its obligation to complete the Services, or, from any other duties, obligations or responsibilities which it may have under this Agreement.

#### **Delay Damages**

- (i) during the first thirty (30) days of delay, 0.025% of the Compensation for each day of delay;
- (ii) from days 31 to 60 of delay, 0.0275% of the Compensation for each day of delay; and
- (iii) for any delay that extends beyond 60 days, 0.03% of the Compensation as applicable for each day of delay.

### **3. STATUS REPORTS**

Consultant shall provide MBJ with status reports regarding the performance of the Services at monthly intervals and at such intervals as MBJ may reasonably direct.

Status reports shall be in a form acceptable to MBJ, and shall contain such information and details as MBJ may require from time to time.

**SCHEDULE D**  
**Miscellaneous Provisions**

---

**1. PERSONNEL ASSIGNED TO PERFORM THE SERVICES**

Consultant's personnel assigned to perform the Services shall be principally [TBD]. Other personnel may participate as required in ancillary roles or for support in areas of specialty.

Subcontractors: [TBD]

Material Suppliers: [TBD]

Contract Services Suppliers named above and others as may be approved by MBJ following execution of this Agreement shall not be changed nor shall additional Contract Services Suppliers be engaged or utilized except with the written approval of MBJ. MBJ may require that Consultant replace any Contract Services Suppliers where MBJ reasonably objects to their performance, qualifications or suitability.

2. Consultant acknowledges receipt of MBJ publication entitled "SANGSTER INTERNATIONAL AIRPORT SECURITY BRIEF FOR RESTRICTED AREA PASS (RAP) HOLDERS", which is expressly incorporated into this Agreement. Consultant agrees to comply with the provisions thereof. See also Article 5 of this Agreement.
3. MBJ may provide Consultant with space for office use on Site as is available: [TBD]. MBJ may change the location of such office area as prescribed by MBJ from time to time.
4. Parking is available on Site at Consultant's expense.

**SCHEDULE E**  
**INSURANCE REQUIREMENTS**

---

**1.0 INSURANCE TO BE PROVIDED BY CONSULTANT**

1.1 Where applicable, the Consultant shall provide, maintain and pay for the following insurances:

**(a) Professional Indemnity Insurance-**

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the Consultant, its sub-Consultants, agents, officers, or employees performance under this Contract. Limits of coverage per occurrence shall not be less than USD100,000.00. Aggregate limits of coverage shall not be less than USD200,000.00.

**(b) Consultant Equipment Insurance**

"All risks" Consultants' equipment insurance covering owned and non-owned mobile equipment, property, and construction tools, machinery and equipment used by Consultant for the performance of the Services at the Airport, in a form and with insurers' reasonably acceptable to MBJ and prohibiting subrogation against MBJ pursuant to this section and endorsed to provide MBJ with not less than thirty (30) days' prior notice by registered mail in advance of cancellation, material change or amendment restricting coverage.

**(c) Automobile Insurance**

Comprehensive Automobile liability insurance with respect to automobiles used directly or indirectly in the performance of the Services and which are owned, leased, chartered or used by Consultant at the Airport and covering liability for bodily injury, death and damage to property in a form and with insurers' reasonably acceptable to MBJ and prohibiting subrogation against MBJ and any other Consultant or subcontractor or other Consultant engaged on the Project and providing for not less than thirty (30) days' prior notice by registered mail in advance of cancellation, material change or amendment restricting coverage.

**d) Employer's liability**

Employer's Liability, in the amount of USD100,000 per occurrence and in the aggregate to cover the Consultant's legal liability to its employees (if any) working at the Airport in pursuance of this Agreement, including damages and approved costs and expenses in respect of accidental bodily injury, illness, disease or death.

1.2 Consultant, by way of contract, shall require each Contract Service Supplier to provide, maintain and pay for the insurances equivalent in scope and terms (including as noticing and waiver of subrogation) to those required of Consultant by this section.

- 1.3 All insurances to be provided by Consultant and Contract Service Suppliers shall be primary and non-contributing and shall be maintained continuously from the commencement of the Services until ten (10) days following the date of total performance of the Services and shall name MBJ as an Additional Insured.
- 1.4 Consultant shall provide MBJ, upon request by MBJ, with certified copies of all policies of insurance to be provided by Consultant or Contract Service Suppliers, as the case may be. Approvals of any policy of insurance by MBJ shall in no way relieve Consultant of its obligations.
- 1.5 If Consultant fails to provide, maintain or pay for insurances as herein required, MBJ shall have the right, but not the obligation, to provide, maintain and pay for such insurances and give evidence thereof to Consultant, in which case the cost thereof shall, at the option of MBJ, be payable by Consultant to MBJ on demand or MBJ may deduct such costs from monies which are then or thereafter become due and payable to Consultant under the Agreement.

---

---

**PART IV**  
**APPENDIX DOCUMENTS**

---

---

## APPENDIX A

Extract of applicable Supplier obligations under MBJ's Code of Conduct Policy

### 5.2.1 Suppliers

If an employee's job involves working with companies that provide MBJ with certain products and services, they may be faced with situations that prove their integrity.

Additional guidelines have been developed to help employees understand the limits of ethical behaviour, as relationships with providers can lead to a variety of ethical and even legal issues.

### 5.2.2 Commissions and Sales

These benefits can take various forms and are not limited to cash or credit payments. When an employee or employee family member is offered something in return for MBJ making a purchase of any product or service, the employees must question the ethics and legality of the offer. In general, if an employee can influence a business transaction for personal gain, that transaction is prohibited, and may be illegal.

### 5.2.3 Reciprocity

In some cases, MBJ may purchase goods and services from a supplier who also buys goods or uses MBJ services. However, it is unethical to apply any form of pressure for the business to be reciprocated by a supplier.

Employees should never ask a supplier to use MBJ services to do business, and similarly, employees should never ask a customer to reciprocate business with MBJ. MBJ may purchase goods and services from both a company who maybe also a supplier or customer to MBJ, however the transaction must be at arm's length at all times.

**APPENDIX B  
SPECIMEN ADVANCE PAYMENT GUARANTEE/BOND**

Date

The Manager  
MBJ Airports Limited  
Sangster International Airport  
Montego Bay

Dear Sir:

**GUARANTEE No. XXX ON BEHALF OF XXXXXXXXXXXXXXXX LIMITED  
FOR J\$XXXXX**

---

This Guarantee is issued pursuant to the (Insert Name of Contract) contract made between XXXXXXXXXXXX (Insert Name of Company) and **MBJ Airports Limited ("MBJ")** (Insert Contract date) under Clause XX thereof and Item XXX of the term sheet pursuant to the said contract, XXXXXXXXXXXX (Insert Name of Company) is required to provide to MBJ a Guarantee in the said amount of **XXXX JAMAICAN DOLLARS (J\$XXXX.00)** as a security deposit for its due performance under and according to the terms of the (Insert Name of Contract) Contract. At the request of XXXXXXXXXXXXXXXX a company duly incorporated under the Laws of Jamaica and having its registered office at XXXXX, we hereby guarantee to pay MBJ Airports Limited, a body corporate with its registered office at **Sangster International Airport, Montego Bay in the Parish of St James, Jamaica**, if called upon the sum of **XXXX JAMAICAN DOLLARS (J\$XXXX.00)**.

In furtherance of this guarantee, we hereby undertake to make payment to you, from time to time, within seven (7) days of receipt of:

- a) A written statement by the Chief Executive Officer and/or its authorized representative that the Contractor has been in default, and.
- b) Provided that the total of all sums which we shall be liable to pay pursuant to this Guarantee shall not exceed the amount of (Insert amount).

This guarantee shall be valid up to the later of the satisfactory completion and the handing over of works to MBJ which is expected to be XXX day of XXXXXX, 20XX (hereinafter called "the expiry date"). Any demand under this guarantee must be in writing and delivered to our offices at (STATE BANK'S ADDRESS), or such other address as we may hereafter notify you in writing, not later than the expiry date.

Signed on behalf of  
(Name of Bank)

Per:-----  
XXXXXX

Per:-----  
XXXXXX