



# **REQUEST FOR PROPOSALS**



**FOR THE DEVELOPMENT AND  
OPERATION OF  
SERVICE STATION & CONVENIENCE STORE**

**SANGSTER INTERNATIONAL AIRPORT  
MONTEGO BAY, JAMAICA**

**2024**

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## EXECUTIVE SUMMARY

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

Jamaica, a major international tourist destination, is the third largest island and the largest English-speaking country in the Caribbean, recognized as the Caribbean’s Leading Destination from the World Travel Awards for the past twelve consecutive years. Tourism is vital to the economy of the island, supported by the Government through the Jamaica Tourist Board (“JTB”) which actively promotes and markets Jamaica throughout the world. \* In 2023, the Travel & Tourism sector contributed 9.1% to the global GDP; an increase of 23.2% from 2022 and only 4.1% below the 2019 level.

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

Total passenger numbers for the year 2023 was 5.27 million. Over 30 carriers, operating to over 60 destinations, served the Airport in 2023. The Airport has two peak seasons, December-April and July-August. During these periods, aircraft movement on a daily basis averages 100 flights (inbound/outbound) per day and on peak days such as Saturdays, as much as 130 flights (inbound/outbound) per day. The Airport primarily serves a growing tourist market with 99% of passengers destined or originating from major international markets mainly: United States, Canada and Europe. MJB is a destination Airport serving the leisure market, with an average dwell time on departure of 90 minutes and as much as three hours.

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

World Travel Awards have recognized the Airport annually since 2009 as the Caribbean Leading Airport with the most recent in 2023. Caribbean Journal named the Airport the Caribbean’s # 1 Airport for 2024. The Airport has also recently been recognized in the Conde Nast Travellers Readers’ Choice Awards – Best Airports in the World, being named in the Top Ten in the category.

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

There are 125 businesses operating on the Airport, which provide jobs to approximately 7,500 badged Airport staff.

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

MJB works to ensure that all Airport users experience the best level of Customer Service. Airport-wide customer service training delivered by MJB ensures a consistent level of quality service delivery.

MBJ, as Airport operator, has invested a total of US\$326.5 million over the past 20 years in enhancing and expanding the airport's infrastructure, shaping Sangster International Airport into a welcoming, secure, modern and efficient transportation hub. The Airport is a full-service modern international Airport operating in a common-use environment with 110 check-in counters, 8 – electronic gates (e-gates) 60 self-service kiosks in the check-in terminal and 80 on arrivals, fast track service, 2 VIP lounges and a well-developed commercial programme. The Airport facility boasts a newly overlaid and extended runway with a 20-year life expectancy, a private jet terminal and Fixed Based Operation (“FBO”) and cargo developments.

As part of MBJ's overall Master Plan, a terminal expansion project is underway to further expand and develop the Airport terminal into a modern, functional and efficient international facility that will greatly enhance the experience for both passengers and the Airport community. MBJ continues to carry out several important upgrades as it integrates new technology and expands the physical infrastructure of the airport to accommodate growing traffic and improve operations.

As the Airport develops, MBJ continues to look for opportunities to enhance services that will greatly enhance the experience for passengers as well as the airport and wider community.

The development of the service station is part of the expansion works and Master Plan for the Airport. This includes the development of airport land and a Service Station Concession. To achieve this, MBJ is seeking experienced and reputable companies with which to forge a mutually beneficial business relationship and who will continue to enhance the quality services currently offered at the Airport.

MBJ hereby invites qualified, experienced companies to submit a proposal for the development and operation of a multi-fuel Service Station and Convenience Store (the “Proposed Concession”) at the Airport to serve the airport community to include; car rentals, transfer buses, airside vehicles, airport employees as well as the general public.

The Proposed Concession will be governed by a Commercial Lease, a sample of which is attached hereto as Appendix C (the “Agreement”). Proponents are advised to carefully read and review the form Agreement as they prepare their Proposals to this RFP. MBJ reserves the right to revise the terms of the form Agreement at any time during the RFP process and to negotiate different terms with the selected Proponent (“Company”).

Proponents are encouraged to also carefully review all sections of this RFP including all attachments and exhibits as they prepare their Proposals. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proponent at the sole discretion of MBJ.

The Service Station which was previously on airport was decommissioned to develop the landside area and lands have been earmarked for new service station.

## **THE OFFER**

Opportunity to develop up to 40,000 square feet (sq.ft.) of land located on Godfrey Dyer Boulevard (formerly Sunset Boulevard) for the establishment and operation of a motor vehicle fuel service station offering regular unleaded gasoline, premium unleaded gasoline, regular diesel and ultra low sulfur diesel (ULSD) fuel. The proponent shall include in its proposal, the development of a Convenience Store that may include a food and beverage concept and other value-added services. The Convenience Store is to be fitted with restroom facilities and at least 6 parking spaces for customers.

**The successful proponent will be required to build an access road from the main road off Godfrey Dyer Boulevard (Sunset Boulevard) to the Service Station facility with sufficient curb space between.**

**It is the responsibility of the Proponent to conduct all necessary checks and to seek all relevant regulatory and governmental approvals as necessary for the development of the facility at the cost and risk of the proponent. MBJ may not be held liable for any costs incurred by the successful Proponent should the relevant authorities fail to approve the development plans contemplated.**

**Pre-zoning approval has been granted by the St. James Municipal Corporation for the development of the Service Station, subject to meeting all other regulatory requirements. Seven and thirteen months respectively have been allocated for the development of the location for Airside and Service Station to include obtaining all relevant permits and construction to opening. If approvals are not granted in time for opening in the specified time, a review of the circumstances would be undertaken to determine the way forward.**

**The successful proponent will also be required to provide refueling for over 100 vehicles operating airside, including emergency response, ground handling and other airside vehicles.**

**Approximately 5 million litres of fuel was dispensed annually from the previous service station.**

## **Goals and Objectives**

MBJ seeks high quality operators and firms who can meet the needs of the Airport users and surrounding communities through development of a visually appealing Service Station and Convenience Store Concession that may include a food and beverage concept and other value-added services which should complement the Airport and the nearby commercial properties. The proposed site is located on Lands to the West of the current Airport entrance (see Exhibit C). To meet these goals and objectives, the proposer must:

- a) Provide complete development, financing, design, construction, operation, and maintenance of a service station and convenience store which will provide regular unleaded gasoline, premium unleaded gasoline, regular diesel and ultra-low sulphur diesel (ULSD) fuel.
- b) Incorporate modern design principles and sustainable environmental practices.
- c) Offer competitive prices, exceptional value and convenience to customers while meeting or exceeding the customer needs.
- d) Provide exceptional customer service and innovative products and related services throughout the term of the Agreement.
- e) Recruit, hire, train, and motivate excellent management and staff members. In doing so, create a workforce that will result in both repeat business and positive customer service ratings.
- f) Maximize revenue potential for the location.

- g) Comply with all applicable laws, regulations, ordinances and requirements throughout the term of the Agreement;

**Site Location and Description**

The site is located on Godfrey Dyer Boulevard (Sunset Boulevard). The property available is up to 40,000 square feet and is within the Airport boundary. For more details, see Exhibit C for site drawings.

**SCHEDULE**

<b>ACTIVITY (All Times are Eastern Standard Time) UTC/GMT (– 5:00 hours)</b>	<b>DATE</b>
Issue RFP	June 7, 2024
Site Meeting	June 21, 2024
Final date - Questions	August 7, 2024
Submission/Closing	August 12, 2024
Award	September 30, 2024
Lease Execution Date	October 31, 2024
Commencement of Construction Period for Service Station	December 1, 2024
Concession Start Date for Service Station	December 1, 2025

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**PART I**  
**PROPOSAL SUBMISSION AND SELECTION PROCESS**

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## 1.0 INVITATION

MBJ invites Proponents to submit a proposal for the development and operation of a **Service Station and Convenience Store** (the “Proposed Concession”) at the Sangster International Airport (“the Airport.”). The Proposed Concession will have a location on **Airport Lands** and as shown on the attached drawings (Appendix C). The successful Proponent will be required to enter into a Lease with MBJ (“MBJ”) as described in Section 9.00 of these Instructions.

## 2.0 RFP DOCUMENTS (“Documents”)

2.1 The “Documents” consist of:

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

### TECHNICAL PROPOSAL

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

### FINANCIAL PROPOSAL

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

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

### Notes:

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

### 3.0 SUBMISSION OF PROPOSAL & CLOSING

3.1 Proposals must conform to all Instructions.

### 3.2 PROPOSALS ARE TO BE SUBMITTED IN THE FOLLOWING FORMAT:

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

#1 - TECHNICAL PROPOSAL

#2 – FINANCIAL PROPOSAL

3.3 Proposals must be received electronically by MBJ as referred to in **Section 3.10 before Closing Time, 3:00pm, Monday, August 12, 2024.** Proposals received after Closing Time will not be opened. Proposals sent by facsimile will not be accepted.

3.4 Proposals shall be prepared and completed on the attached forms, with all schedules fully and properly completed and legible and with corresponding pro-forma statements and drawings submitted electronically. Should there be insufficient space on the Form of Proposal or Schedules, additional sheets appropriately marked and identified, may be attached. No additions, deletions, interlineations or modifications shall be made to the Form of Proposal or Schedules.

3.5 Proposals shall be dated and signed by two duly authorized signing officers of the Proponent and stamped with the company's seal. Each page of the Form of Proposal and Schedules shall be initialled by one of the authorized signing officers whose signature appears on the execution page of the Form of Proposal.

3.6 MBJ will assume that all statements in writing, made by persons submitting Proposals are true, accurate, complete and not misleading. All such statements will constitute representations and warranties made to MBJ.

3.7 Proposals that contain quantifying conditions or otherwise fail to conform to these Instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, MBJ may elect to retain for consideration (and may elect to accept, regardless) Proposals that are non-conforming, and may waive any non-compliance, irregularity, error, or time stipulation required by these instructions. The stipulations herein are for the sole benefit of MBJ and may be waived by MBJ unilaterally.

**A Bid Guarantee in the amount of Fifty Thousand United States Dollars (US\$50,000.00)** in the form of a Manager's Cheque is payable to MBJ Airports Limited or a Bank Guarantee in the name of MBJ Airports Limited or via wire transfer to the account below is to be included as part of the proposal.

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

The Bid Guarantee of the successful Proponent will be returned in exchange for the required Security Deposit under the Commercial Lease. The Security Deposit is required for each concession in the form of Letter of Credit, Bank Guarantee, certified cheque or cash in the sum equivalent to three (3)

month's gross revenue payable by the successful proponent to MBJ. The Bid Guarantees submitted by unsuccessful Proponents will be returned on completion of the RFP process.

### **3.8 CLOSING OF PROPOSALS**

Proposals marked "**Request for Proposal – Service Station Concession,**" will be received electronically by MBJ **on or before Monday, August 12, 2024 at 3:00 p.m.** The status of each proponent's application will be communicated **no later than Monday, September 30, 2024.** Proponents must submit PROPOSAL with all schedules fully and properly completed and with all corresponding pro-forma statements and drawings electronically to: **[commercialrfp@mbjairport.com](mailto:commercialrfp@mbjairport.com)**

### **4.0 SITE TOUR, CLARIFICATIONS, QUESTIONS AND INQUIRIES**

- 4.1** MBJ will conduct a Site Tour on **Wednesday, June 19, 2024 at 11:00 a.m.** Interested parties will be required to confirm their attendance no later than 5:00pm, Monday, June 17, 2024. The name of the company, its attending agents as well as contact information must be submitted via email to: [commercialrfp@mbjairport.com](mailto:commercialrfp@mbjairport.com).
- 4.2** MBJ may issue additional information, clarification or modification to the Documents by written Addendum. MBJ shall not be bound by oral or other informal explanations or clarifications not contained in such addenda.
- 4.3** MBJ will only consider written questions received on or before **Wednesday August 7, 2024.** All written inquiries must be directed via email to: [commercialrfp@mbjairport.com](mailto:commercialrfp@mbjairport.com).
- 4.4** Answers and/or clarifications to questions will be sent to all Proponents who have requested Documents according to the records of MBJ.
- 4.5** Proponents shall notify MBJ in writing should they find any inconsistency, discrepancy, ambiguity, error or omission in the documents.
- 4.6** Proponents, if uncertain or in doubt as to the intended meaning of the documents, or of any term in the documents, may submit to MBJ a written request for clarification.
- 4.7** Proposals should be submitted in accordance with the instructions contained in this RFP.

Proponents using any electronic transmission to make inquiries relative to their Proposal assume the entire risk that the email or facsimile document will be properly received by MBJ, on time or at all, and that all other requirements herein will be satisfied. MBJ shall not be liable to the Proponent if its email document is not properly received on time or at all due to the malfunctioning of MBJ's equipment, the errors or omissions of MBJ's employees or agents, the interruptions or inability to obtain a connection with MBJ's equipment, the response time of MBJ's equipment, or for any reason whatsoever.
- 4.8** All written Addenda issued by MBJ before Closing Time, **3:00pm, Monday August 12, 2024** shall be delivered to all Proponents who have requested Documents according to the records of MBJ. All Addenda shall be incorporated into and become part of the Documents.
- 4.9** Proponents shall complete the Form of Proposal acknowledging receipt of all Addenda.
- 4.10** Proponents shall examine all Documents and make independent judgement as to circumstances and conditions affecting the business opportunity and their Proposal. Failure on the part of Proponents to examine and investigate thoroughly shall not be grounds for any claim that Proponent did not understand the conditions of the Proposal.

- 4.11** Proponents, at their cost, may be required to make a verbal presentation to MBJ's Selection Committee.
- 4.12** Each Proponent shall, before submitting its Proposal, thoroughly examine and assess the requirements and specifications set out in this Request for Proposals, the equipment and materials needed, all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements and other circumstances which may affect its Proposal. Submission of a Proposal constitutes a representation by Proponent that it has conducted its own due diligence and is familiar with and accepts all of the foregoing.

## **5.0 MINIMUM QUALIFICATIONS**

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

### **5.1 Experience**

Proponents must be able to demonstrate ownership or operation of a successful Service Station.

### **5.2 Financial Capability**

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

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

### **5.3 Legal**

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

Proponent must provide a statement regarding:

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

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

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

## 6.0 EVALUATION OF PROPOSALS AND AWARD OF CONCESSION

- 6.1 The evaluation of submissions will be carried out by reviewing the **TECHNICAL PROPOSAL (which must include the bid guarantee)** first and only the submissions attaining a score of 80% will move on to have the **ECONOMIC PROPOSALS** evaluated.

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

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

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

### TECHNICAL PROPOSAL

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

<p><b>Merchandising Plan</b></p> <p>c) Describe the merchandising strategy to be employed in the design, layout and finish of merchandise displays along with any innovative measures to be included in this programme.</p> <p>d) Describe your philosophical approach to store atmospherics in order to achieve maximum patronage and optimize sales.</p> <p><b>Pricing</b></p> <p>e) Proponents are required to provide details relating to the pricing structure to be utilized to ensure maximum patronage from airport staff, and locals.</p>	
<p><b>Customer Service, Quality Control, Management &amp; Operations Plan</b></p> <p><b>Customer Service strategy</b></p> <ul style="list-style-type: none"> <li>Outline the customer service programme to be provided for the Service Station, including a description of Proponent's specific approach to serving customers, along with any unique aspects of Proponent's customer service philosophy, including staff training.</li> <li>Outline the programme the Proponent shall use to monitor customer levels of service and satisfaction.</li> <li>Proponent to include draft training and development plan for staff.</li> </ul> <p><b>Quality Control</b></p> <ul style="list-style-type: none"> <li>Outline the quality control programme that will be implemented for the Service Station and how Proponent will ensure that quality controls are maintained and deficiencies addressed.</li> <li>Provide information on quality monitoring programs that Proponent has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs.</li> </ul> <p><b>Management and Operations Plan</b></p> <ul style="list-style-type: none"> <li>Proponent shall submit sufficient information to allow MBJ to evaluate the Proponent's management structure, operations plan, and ability to carry out the plan.</li> </ul>	<p>10%</p>

<p><b>Design, Development and Construction Plan</b></p> <p>The Development Plan should demonstrate an understanding of the site's opportunities and constraints, and a realistic, market-based approach to development that meets MBJ's goals for the project.</p> <p><b>Project Schedule</b> Proponent must submit a Project Schedule which must address at a minimum the following:</p> <ul style="list-style-type: none"> <li>• Duration (in number of weeks) and dates for key milestones from Agreement execution through to completion of construction and opening for business</li> <li>• Development plan preparation, review and approval by MBJ</li> <li>• Other regulatory and governmental approvals and actions as necessary (zoning, site plan, etc.)</li> </ul> <p>Site Plan and Renderings</p> <p>Capital Investment</p> <p>See Schedule 5 for details</p> <p><b>Initial Design Concept Plan must include:</b></p> <ul style="list-style-type: none"> <li>• Visual of Service Station</li> <li>• Internal visuals</li> <li>• Internal elevations</li> <li>• Reflected ceiling plan</li> <li>• 3Dimensional renderings</li> </ul> <p>See Schedule 5 and Licensee Design Criteria Manual and Design Guidelines for details.</p>	<p>20%</p>
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## ECONOMIC PROPOSAL

<p><b>Financial Capability</b></p> <p>The ability of the proponent to financially sustain the operation. Proponents must clearly and unambiguously show that they have the <b><i>financial capacity to successfully develop, maintain and operate a high-quality Service Station that generates high returns for both the Proponent and the Airport.</i></b></p> <p>a) Written letter from at least one financial institution (on company's letterheads)</p> <p><b>Credit-worthiness is one of the criteria for selection</b> One of the criteria that will be considered by MBJ in selecting the successful Proponent is the financial strength of the Proponent and any Co-Covenantor(s). Any Proposal may be eliminated from consideration based on these criteria. Accordingly, Proponent is encouraged to:</p> <ol style="list-style-type: none"> <li>Submit financial statements or other materials demonstrating the financial strength of the covenant represented by the Proponent; and</li> <li>Identify Co-Covenantor(s), as provided for below.</li> </ol> <p>b) Proponents shall provide a sound business case to include, but not limited to, description of its strategy for financing the project, including anticipated financing costs, discussion of the risks and benefits of the structure, all sources of debt and</p>	<p>10%</p>
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<p>equity, and long-term outlook for project financial viability. Proponent should note that, upon expiration of the ground lease, all buildings and improvements contained in the ground lease area shall revert to MBJ. All proposals must address and demonstrate that any financing shall be secured only on the ground leasehold interest; there shall be no financing on MBJ's fee interest; and that the agreement shall present no cost or risk to MBJ.</p> <p>c) <b>Identify the project's assumptions</b> concerning any MBJ, local, government action or financial support (including a change in regulations; funding including guarantees or public financing; and the justification and process for obtaining government support).</p>	
<p><b>Financial Proposal and Value to MBJ</b></p> <p>The following will be assessed:</p> <ul style="list-style-type: none"> <li>○ Annual Base Rent ("ABR")</li> <li>○ Percentage Fee</li> <li>○ Investment</li> <li>○ Reasonableness of Forecast of Gross Sales</li> </ul>	40%

## AWARD OF CONCESSION

All Proponents will be notified of the outcome of the RFP process no later than **Monday September 30, 2024**.

### 7.0 CONDITIONS

- 7.1** MBJ reserves the right to negotiate with any Proponent or with another Proponent or Proponents concurrently. In no event shall MBJ be required to offer any modified terms to other Proponents. MBJ shall incur no liability to any Proponent as a result of such negotiations or modifications.
- 7.2** MBJ recognizes that the information required is confidential and will not disclose details of any submission to any other Proponent.
- 7.3** Each Proponent submitting a proposal acknowledges and agrees, by submitting a Proposal, that MBJ will have no liability or obligation to any Proponent except only the Proponent, if any, awarded the Lease by MBJ in its sole discretion. Each Proponent agrees that, if it is not awarded the Lease, then whether or not MBJ has discharged any express or implied obligation, MBJ shall be fully and forever released and discharged of all liability and obligation in connection with this Request for Proposals.
- 7.4** In particular, MBJ shall not be under any obligation to return or save either the original or any copies of any Proponent's Proposal, and all documents submitted to MBJ, whether original or copies, shall be kept or disposed of by MBJ.
- 7.5** This RFP does not constitute an offer. No agreement shall result upon the submission of Proposals. MBJ shall not be under obligation to enter into any agreement with anyone in connection with this RFP and responses received. MBJ will not have any obligation to anyone in connection with this RFP unless MBJ executes and delivers an agreement in writing approved by MBJ's senior management.
- 7.6** MBJ may, anything to the contrary notwithstanding, if considered to be in the best interests of MBJ or most advantageous, at any time elect to request re-submissions by the Proponents, or by one or more of the Proponents as MBJ determines to be in the best interests of MBJ or most advantageous,

and may undertake the entire process (including the RFP and all steps that preceded), or one or more parts thereof, over again, in the same or an altered format and on the same or altered terms and conditions.

- 7.7** If any issue or uncertainty arises in connection with the selection of the successful Proponent, MBJ may seek guidance or direction from an arbitrator or consultant appointed or selected by MBJ. Each Proponent agrees to accept and be bound by any decision or action taken by MBJ based on the guidance or direction of the arbitrator or consultant and will not make any claim for loss, damage or compensation.
- 7.8** MBJ does not warrant or assume any legal liability or responsibility for the accuracy, completeness, interpretation or usefulness of any information or process disclosed in this RFP, to the extent that each Proponent should undertake its own due diligence checks prior to submitting a proposal. The terms and conditions of the executed **Service Station Lease** supersede the contents of the RFP and all associated documentation.
- 7.9** This RFP is the property of MBJ and is not to be disclosed, reproduced, or distributed without prior written consent of MBJ. Copyright and all related rights are expressly asserted and reserved.
- 7.10** Notice of award will be in writing by an authorized representative of MBJ.
- 7.11** Unless otherwise indicated, all dollar amounts referred to in this document are in the currency of the United States of America and Proponents shall use the said currency throughout in the submission of Proposals.
- 7.12** All times shown in the RFP Documents shall be Eastern Standard Time (UTC -5:00hours).

## **8.0 CURRENCY**

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

## **9.0 FORM OF CONTRACT**

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

## **10.0 MODIFICATIONS**

- 10.1** Proposals may only be modified in writing, signed by an authorized signing officer of the Proponent who has signed the **Form of Proposal**. MBJ shall only accept modifications on or before Closing Time of **3:00 p.m. on Monday August 12, 2024** 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.

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**PART II**  
**PROPOSED CONCESSIONS – TERMS**

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## 11.0 BASIC TERMS

### 11.1 Basic Terms of the Lease

The following are the basic terms of the Lease:

<b>Length of Lease: Initial Term</b>	<b>7 years (Dec 1, 2025 – Mar 31, 2033)</b>
<b>Renewal periods:</b>	<b>Option for extension of up to maximum of 20 years in total with approval from Airports Authority as Owner. Bidder must indicate tenure required up to 20 years.</b>
<b>Premises: Service Station</b>	See Drawings – Appendix C 1 (Up to 40,000 Sq.Ft.)
<b>Annual Base Rent (“ABR”)</b> refers to the guaranteed amount to be paid to MBJ in equal instalments on the 1 <sup>st</sup> of each and every month	<b>To be as set out in the Proponent’s proposal - Refer to section 11.2</b>
<b>Percentage Fees (to be paid in addition to the ABR):</b>	<b>To be as set out in the Proponent’s proposal -Refer to section 11.2</b>
<b>Date Lease signed:</b>	October 31, 2024
<b>Commencement Date of Lease:</b>	December 1, 2024 (12 Months fitout)
<b>Construction Period:</b>	The land for <b>Service Station &amp; Convenience Store</b> will be developed by the successful Proponent within two hundred and seventy <b>(365) days</b> from the date of handover by MBJ to the Lessee.
<b>Opening Date of Concession</b>	Service Station - No later than December 1, 2025
<b>Utilities:</b>	Operator responsible for utility charges
<b>Security Deposit Requirement:</b>	Equivalent to three (3) Months’ Revenue to MBJ (ABR & Percentage Fee)
<b>Insurance Coverage:</b>	<b>US\$5,000,000.00</b>
<b>Operating Name:</b>	As proposed by Proponent and approved by MBJ

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

### 11.2 Annual Base Rent and Percentage Fees

The successful Proponent’s Proposal will set out the Proponent’s Financial Offer (see Schedule 9 of the Form of Proposal) as to the fees payable by the Proponent to MBJ under the Lease. **The Annual Base Rent (“ABR”) is due and payable from the Commencement Date of the Lease on the first of each and every month in equal instalments.**

The fees payable by the Proponent to MBJ will be equal to:

- The ABR proposed to be paid by the Proponent to MBJ (see **Schedule 9 of the Form of Proposal PART V**)

**AND**

- The Percentage Rate of Gross Revenue prescribed by MBJ in Table 11.2.

All concessionaires at the Airport are to operate under a **“Fair Pricing”** regime. Fair pricing requires that Airport prices be no more than 10% above market prices for similar products and services in Montego Bay.

**The following are the Annual Base Square Foot Rental Rates and Percentage Fees that have been set by MBJ. However, interested proponents may submit bids above the minimum rates and percentage fees. MBJ reserves the right to review and amend the rates after 5 years.**

**Table 11.2**

<b>Annual Base Rent (“ABR”) Rate/Sq.Ft./Annum US\$</b>	Minimum Annual Base Rent To increase annually based on the higher of 3% or United States Consumer Price Index (US CPI)	<b>US\$3.00/sq.ft./annum</b>
<b>Fuel Fee</b>	Please propose on a percentage of total sales	<b>1.00%</b>
<b>Percentage of Gross Sales on Convenience Store</b>	Please propose a percentage fee of gross sales not including fuel.	<b>5.00%</b>
<b>Percentage of Gross Sales on Food &amp; Beverage</b>	Please propose a percentage fee of gross sales not including fuel.	<b>10.00%</b>
<b>Percentage of Gross Sales on Other Revenue Source</b>	Please propose a percentage fee of gross sales not including fuel.	

### **11.3 Construction Period**

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

The space for the Airside accessible facility will be developed by the successful Proponent and completed within 120 days while the Service Station will be completed within 270 days from the date of handover by MBJ to the Lessee.

### **11.4 Insurance during Construction**

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

### **11.5 Concession Privileges**

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

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

### 11.6 Examinations by Proponent

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

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

### 12.0 PROPONENT'S UNDERTAKINGS

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

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

### 13.0 GOVERNING LAWS

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

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**PART III**

**DESIGN, DEVELOPMENT AND CONSTRUCTION**

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## 14.0 DEVELOPMENT PROCESS

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

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

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

The successful Proponent will ultimately be required to provide MBJ detailed development/ construction plans, cost estimate and final construction schedule for the Premises. MBJ development policy is set out in detail in “**Schedule E**” of the Lease titled “**MBJ Land Development Policy**”. Before any work begins, all plans contractors, sub-contractors and other companies doing work for the Proponent must be approved by MBJ.

Please note that the services will need to be tested and re-commissioned, at the Licensee’s expense if required.

### 14.1 Premises Design Process

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

#### 14.1.2 Premises Requirements

Proponent are solely responsible for obtaining services for the utilities including, electricity, water, sewage and telecommunications.

#### 14.2.1 Labour Affiliations

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

#### 14.2.2 Working Hours

#### 14.2.3 Safety and Security Regulations

It is the intent of MBJ to provide a safe, secure and healthy work place for all workers at the Airport and it may issue safety and security instructions to the Proponent’s contractor(s) from time to time, or may require them to provide a plan, for its approval, that addresses safety including (any

environmental concerns) and security, which must be strictly observed. The Proponent's managers, supervisors and workers must accept responsibility to ensure that safety and security are the top priority. Nothing less will be accepted. In addition, the Proponent must adhere to all safety, environment and security procedures established by MBJ.

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

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

#### **14.2.4 Temporary Services**

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

#### **14.2.5 Parking**

Proponents should provide own parking for customers and staff.

#### **14.2.6 Waste Removal**

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

#### **1.4.2.7 Liens**

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

##### **"To MBJ Airports Limited (MBJ):**

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

#### **14.3 Additional Information**

It is recognized that the successful Proponent will use its own form of contract to undertake the Construction and Development Work. However, Proponent must consider terms, conditions and rules and regulations in place at the Airport for construction activities. The Lease will require Proponent's contractors to abide by the conditions as outlined in "Schedule E" "MBJ Land Development Policy" of the Draft Lease.

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**PART IV**  
**STATISTICAL INFORMATION**

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## 15.0 TRAFFIC STATISTICS

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

**Table 15.1** presents the historical passenger statistics for the Airport for the period 2003-2023. Historically the passenger traffic has been distributed as follows: arriving passengers have accounted for approximately 49% of the Total Passengers and departing passengers for approximately 51% of the Total Passengers.

**Table 15.1 – Historical Passenger Statistics**

Year	International Arriving Passengers	International Departing Passengers	Total International Passengers
2003	1,265,905	1,187,046	2,452,951
2004	1,253,153	1,222,535	2,475,688
2005	1,262,403	1,288,571	2,550,974
2006	1,417,140	1,447,620	2,864,760
2007	1,424,194	1,421,055	2,845,249
2008	1,464,296	1,466,889	2,931,185
2009	1,480,808	1,483,248	2,964,056
2010	1,558,636	1,563,409	3,122,045
2011	1,587,371	1,593,499	3,180,870
2012	1,620,027	1,625,129	3,245,156
2013	1,691,424	1,697,666	3,389,090
2014	1,773,972	1,782,646	3,556,618
2015	1,850,157	1,862,922	3,713,079
2016	1,930,261	1,945,110	3,875,371
2017	2,095,514	2,102,117	4,197,631
2018	2,225,220	2,232,482	4,457,702
2019	2,337,174	2,343,960	4,681,134
2020	779,434	822,586	1,602,020
2021	1,291,012	1,278,799	2,569,811
2022	2,167,244	2,172,274	4,339,518
2023	2,586,356	2,607,189	5,193,545

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

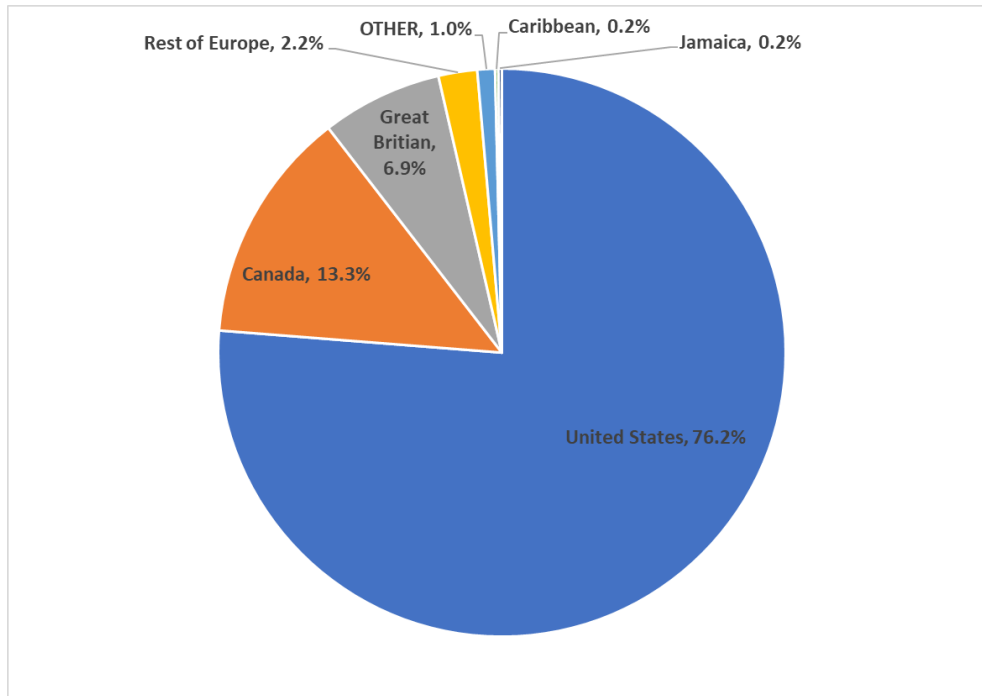
*The Historical and Forecast Passenger Statistics presented in this document are for information purposes only. Please note that these statistics were derived from information provided by the Government of Jamaica (GOJ) and data collected by MBI from airlines serving the Airport. Neither the GOJ nor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

## 15.2 Market share of Jamaica Arrival Statistics

### 15.2 Market share of Jamaica Arrival Statistics

The chart below shows the visitor market share of arriving passengers through MBJ for the year 2023

**Figure 15.2 – Visitor Market Share**



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**PART V**  
**FORM OF PROPOSAL**

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## FORM OF PROPOSAL

**TO: MBJ AIRPORTS LIMITED (“MBJ”)**

**RE: REQUEST FOR PROPOSALS** (the “Proposals”) for the development and operation of a Service Station Concession on Lands at Sangster International Airport (the “Airport”).

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

### 1.0 OFFER

We, \_\_\_\_\_  
(Name of Proponent)

of \_\_\_\_\_  
(Address of Proponent)

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

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

The Proponent covenants that its Proposal herein will be open for acceptance by MBJ at any time on or before **Monday August 12, 2024** and will be irrevocable until then.

### 2.0 SCHEDULES

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

- (1) Proposal for Service Station;
- (2) Company Profile;
- (3) Marketing, Pricing and Merchandising Plan;
- (4) Customer Service and Quality Control;
- (5) Design, Development and Construction Plan;
- ~~(6) Storage Space Requirements;~~
- (7) Covenant / Credit-Worthiness / Co-Covenantor(s) & List of Business Reference

#### FINANCIAL PROPOSAL

- (8) Financial Capability and Experience;
- (9) Financial Proposal;

(10) Proposal Checklist and Acknowledgement.

- ❖ Addenda, as may be issued from time to time

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

### 3.0 ADDENDA

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

**Addendum No.**

**Date**


### 4.0 EXECUTION OF THE LEASE BY THE PROPONENT

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

### 5.0 TIMELY COMPLETION

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

- (a) MBJ may give the Proponent five (5) days' notice in writing that if some specific failure, omission, or delay is not cured by the date therein stated the Lease may at MBJ's option be forthwith cancelled and terminated by MBJ but without prejudice to MBJ's rights; and
- (b) MBJ may after written notice of its intention so to do proceed on behalf of the Proponent at the Proponent's sole cost, risk and expense, including expense for such overtime as MBJ's architect may deem necessary, with the completion of the work to be carried out by the Proponent.

## **6.0 GENERAL AND SUNDRY**

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

## **7.0 DECLARATION**

The Proponent acknowledges and declares:

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



## PARTNERSHIPS/JOINT VENTURES

Name of Partnership/Joint Venture

By its Members:

(1) \_\_\_\_\_ (seal)  
Name of Member

(2) \_\_\_\_\_ (seal)  
Name of Member

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

## The Corporate Seal of

(Name of Corporation) was hereunto affixed in the presence of:

Signature

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Name and Office

Signature

Name and Office

## The Corporate Seal of

(Name of Corporation) was hereunto affixed in the presence of:

Signature

Name and Office

Signature

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Name and Office

(C/S)

(C/S)

## PROPRIETORSHIP

SIGNED, SEALED AND  
DELIVERED in the presence of:

---

Signature of Witness

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Address

\_\_\_\_\_  
Signature (seal)

Legal Name carrying on business  
under the name and style:

Business Name

## SCHEDULE 1

### PROPOSAL FOR DEVELOPMENT & OPERATION OF A SERVICE STATION

1. The Proponent is submitting a Proposal for Location Land comprising an area of \_\_\_\_\_ square metres (\_\_\_\_\_) square feet and will operate the Concession under the following **Operating and/or Brand Name:**

**Operating Name** \_\_\_\_\_

**and/or**

**Brand Name** \_\_\_\_\_

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

**SCHEDULE 2  
COMPANY PROFILE**

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

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

\_\_\_\_\_

Business or Operating Name:

\_\_\_\_\_

Full Street Address:

Courier Address (if different):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Fax: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name:

Position:

\_\_\_\_\_

\_\_\_\_\_

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

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

Year of Incorporation \_\_\_\_\_

Where Incorporated? \_\_\_\_\_

Address of Registered Office in Jamaica:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name

Address

Share %

\_\_\_\_\_

\_\_\_\_\_

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How is the Corporation held:

( ) Privately ( ) Publicly

(c) SOLE PROPRIETOR OR PARTNERSHIP STATEMENT:

( ) General Partnership ( ) Limited Partnership ( ) Sole Proprietor

Date and Place of Organization: \_\_\_\_\_

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Name and Address of Sole Proprietor or Partners:

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

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

Date and Place of Organization: \_\_\_\_\_

Is the Joint Venture:

( ) An un-incorporated association that is not a partnership  
( ) A partnership

What is the purpose of the Joint Venture:

\_\_\_\_\_  
\_\_\_\_\_

Name and Address of each party to the Joint Venture:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Indicate the number of personnel in the Company: \_\_\_\_\_

3. Attach Company Organization Chart

4. This Company is a subsidiary of \_\_\_\_\_
  5. Companies subsidiary to this Company are \_\_\_\_\_
  6. List relevant businesses or facilities operated by your company in the last five years. Furnish information detailing Proponent's background, experience and qualifications. Must have two (2) years continuous experience, within the last five (5) years, in the ownership, maintenance, management or operation of a Service Station concession.  
  
This should include the following:
    - a) Facility or Airport name, location, address and square metre size of premises.
    - b) The actual gross sales generated by the concession each year.
  7. List union affiliations and/or labour agreements to which the Company is signatory together with the expiry date for each agreement.
- Industry Knowledge  
  
Describe recent dynamics and trends in the Service Station industry and how the Proponent would apply its knowledge and experience to the Airport.  
  
Provide any other information that supports Proponent's selection that may be beneficial to MBJ's review of this Proposal, including but not limited to experience and already planned development.

#### **LIST OF BUSINESS REFERENCES**

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

### **SCHEDULE 3 MARKETING AND PRICING**

#### **(1) Overall Marketing Strategy**

- a) Describe the marketing strategy Proponent will use in the promotion of the Proposed Service Station Concession with emphasis on obtaining maximum patronage and revenues from airport users, staff and the surrounding community.

#### **.Merchandising Plan**

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

#### **(3) Pricing Philosophy**

- a) Describe Proponent's overall pricing concept, including how initial prices will be determined, and philosophy including its plans for administering and maintaining the pricing programme.

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

## **SCHEDULE 4**

### **CUSTOMER SERVICE, QUALITY CONTROL, MANAGEMENT & OPERATIONS PLAN**

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

**1. Customer Service Programme:**

- a) Outline the customer service programme to be provided for the Concession, including a description of Proponent's specific approach to serving customers, along with any unique aspects of Proponent's customer service philosophy, including staff training.
- b) Outline the programme the Proponent shall use to monitor customer levels of service.

**2. Quality Control:**

- a) Outline the quality control programme that will be implemented for the Concession and how Proponent will ensure that quality controls are maintained and deficiencies addressed.
- b) Provide information on quality monitoring programs that Proponent has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs.

### **Management and Operations Plan**

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

- a) An organizational chart which illustrates the reporting relationships of the local management team and list of all key personnel and description of the responsibilities and duties of each team member. Attach resumes for personnel detailing qualifications, employment history and experience. If applicable, show the reporting relationship to the headquarters management. The staffing plan should show both the initial installation plan and ongoing operations.
- b) Proponent shall also describe how MBJ may contact the concession personnel twenty-four (24) hours per day, 365 days per year.
- c) The staffing plan should include a work schedule showing opening and closing hours and staffing during operational hours.
- d) A service and maintenance plan for the management of any automated equipment, the facility, including ongoing building upkeep, maintenance and repair requirements, lawn maintenance, fuel leak monitoring, spill containment plan, etc.
- e) A detailed operations plan including, but not limited to, the proposed related services, number of fuel islands, types of fuel, hours of operation, etc.

In the event Proponent intends to use subtenants to meet any of the requirements of the Agreement, Proponent shall provide the following information for each subcontractor Proponent intends to use: Company name, street address, telephone number, and a complete description of work to be done. Proponent must also submit a plan for the operations of both fuel and food services components, including the proposed operational structure of each component and provide qualifications including a history of prior working relationships between the parties.

Proponent should include any incentive (including bulk purchase opportunities) and/or discount that would be available for Airport operation vehicles.

## **SCHEDULE 5**

### **DESIGN, DEVELOPMENT AND CONSTRUCTION PLAN**

The Development Plan should demonstrate an understanding of the site's opportunities and constraints, and a realistic, market-based approach to development that meets MBJ's goals for the project. The Development Plan must include at a minimum, the following:

- a) The overall design concept for each component of the facility
  - Preliminary Dimensioned Space Plan and descriptive written narrative in support of the Proposal;
  - Concept Elevation Renderings showing perspective(s) or elevation(s) of the proposed structure design with signage;
- b) Specific details regarding related services proposed.
- c) How the Development Plan addresses each of MBJ's vision, goals and requirements addressed in this RFP, see Goals and Objectives above.
- d) Proposed development program – number of fuel pumps, types of fuel (including any alternative fuel), exterior lighting, square footage of all uses, number of food service operations, seating, parking, perimeter landscaping etc., and any other amenities or features.
- e) Proposed fuel station branding
- f) Proposed convenience store branding
- g) Proposed food and beverage brands or tenants
- h) Market overview supporting the proposed development program
- i) Existing conditions (e.g., infrastructure, utilities, external and internal access, topography), including those that may facilitate or impede development of the subject property
- j) Development of access road from Godfrey Dyer Boulevard (Sunset Boulevard) in accordance with the Airport's Master Plan
- k) Detailed description of the design / construction quality of the project
- l) Project Development Budget, including all off-site infrastructure required- Preliminary cost estimate l) Identification of funding sources and strategy associated with proposed site work, and on-and-off site infrastructure, including traffic improvements.

Proponent must include either an option for an adjacent convenience/ food and beverage retail component (either attached or detached from the main convenience store) or an explanation why such option is not feasible at the site or with the Proponent business philosophy.

## **Project Schedule**

Proponent must submit a Project Schedule, detailing the duration (in number of months) and dates for key milestones beginning at Agreement execution (assume October 31, 2024) through completion of construction and opening for business. Proponent must identify the anticipated time required for all relevant governmental approvals. The Project Schedule must identify the anticipated dates and outside dates of conveyance for the project (as applicable), and timing of the commencement of payments to MBJ. The Project Schedule must address at a minimum, the following:

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

## **SITE PLAN & RENDERINGS**

Proponent must submit a proposed conceptual site plan and building renderings as well as a description of land use for the project. The site plan and supporting graphics must portray the layout, the visual character of the proposal design, and the relationship to adjacent properties.

The plans must also include the following elements:

- a) Detailed plans for the construction of the Service Station and Convenience Store with a design program that provides for multi-fuel options, related services, building
- b) landscaping, customer and employee parking areas, privacy and/or security fencing, lighting, signage, etc.
- c) A detailed design concept for any alternative fuel related product(s) proposed.
- d) A detailed design concept for the inside of the Service Station and the Convenience Store
- e) Location and dimensions of paved surfaces and open space areas
- f) Location of existing and proposed dimensions of parking areas and drive aisles, driveways, curb cuts, easements and rights-of-way, walkways, using sound traffic design principles
- g) Location of utility connection points
- h) Location, specifications and renderings of on-and off-site signage
- i) Pictures or comparable artwork adequately depicting the appearance of the new facility, customer parking area and signage.

The Proponent shall submit detailed plans at concept stage, 50%, 75% and 100% that show how the spaces will be integrated into and enhance the overall surrounding community and airport atmosphere.

The Company is to conduct environmental assessments of the site to ensure suitability of the site for proposed use, to inform any actions required to mitigate any pre-existing environmental issues or environmental issues arising from the proposed development and to comply with NEPA requirements. The results are to be shared with the Airport.

## Capital Investment

The Breakdown for the Premises must be provided below.

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

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

### CAPITAL INVESTMENT BREAKDOWN

<b>Design and Engineering:</b>	\$	_____
<b>Construction:</b>		_____
<b>Equipment:</b>		_____
	<b>SUBTOTAL:</b>	_____
<b>Contingency:</b>		_____
	<b>TOTAL:</b>	_____

**SCHEDULE 6  
STORAGE SPACE REQUIREMENT**

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

Yes: \_\_\_\_\_

No: \_\_\_\_\_

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

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

**SCHEDULE 7**  
**COVENANT/CREDIT-WORTHINESS/CO-COVENANTOR(S) & LETTER OF RECOMMENDATION**

**Credit-worthiness is one of the criteria for selection**

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

Accordingly, Proponent is encouraged to:

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

**Co-Covenantor(s)**

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

**CO-COVENANTOR #1**

Name of Co-Covenantor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Relationship to the Proponent: \_\_\_\_\_

**EXECUTION:**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CO-COVENANTOR #1**

Name of Co-Covenantor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Relationship to the Proponent: \_\_\_\_\_

EXECUTION:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## SCHEDULE 8 FINANCIAL CAPABILITY

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

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

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

2023	_____
2022	_____
2021	_____

3. References

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

### Financial References

- a) Bank  
Names and Title of Contact Person  
Telephone Number
- b) Other Accredited Credit Rating Agency  
Name and Title of Contact Person  
Telephone Number
- c) Insurance Company  
Name and Title of Contact Person  
Telephone Number

**SCHEDULE 9  
FINANCIAL PROPOSAL**

**Annual Base Rent, Percentage Rate Bid**

Please fill in the **Annual Base Rent**, that is offered in both written words and dollar amounts and Minimum Percentage Rate of Gross Sales to be added to the **Annual Base Rent**.

**Note: The Annual Base Rent, for each period/year must be at least the greater of three percent (3.00%) more than the previous period/year's Annual Base Rent, or United States Consumer Price Index, and be stated in United States Dollars. The Annual Base Rent, offered in the following Schedule 9.1 cannot be less than US \$3/square foot/annum, the minimum rate per sq. ft. per annum shown in Table 11.2 of the Basic Terms of Lease in Part II Proposed Concessions - Terms.**

**Schedule 9.1**

<b>Period / Year</b>	<b>Annual Base Rent, in US\$ for the Period / Year <i>written words</i></b>	<b>Dollar amounts in US\$</b>	<b>Percentage (%) Fee to be paid in addition to Annual Base Rent, ("ABR")</b>
Year 1		\$	
Year 2		\$	
Year 3		\$	
Year 4		\$	
Year 5		\$	
Year 6		\$	
Year 7		\$	
Year 8		\$	

## FINANCIAL PROPOSAL cont:

Each Proponent shall prepare pro-forma statements covering a seven (7) year period for the Service Station Concession.

- a) **Project Pro Forma** - All financial models must be submitted to MBJ on a flash drive as well as hard copy. Proponent must provide a complete project pro forma model in a single Microsoft Excel file ("Proponent Pro Forma"). The Proponent Pro Forma must detail the development scope, project financing, operating projections and capital events. All Proponent Pro Forma must be dynamic with fully functioning linked formulas. MBJ may wish to perform sensitivity analyses on various assumptions within Proponent Pro Forma, therefore all formula should be properly linked to hard coded assumptions. The pro forma should include a cash flow statement detailing the pre-development, construction and operating period cash flows from project commencement through opening and stabilization on a monthly basis including but not limited to:
- development costs
  - payments to MBJ
  - Percentage Fees
  - Annual Base Rent
  - project funding
  - revenues
  - operating expenses
  - net operating income (NOI)
  - debt service proceeds from sale or refinancing
  - net cash flow available for distribution
  - return on equity
  - All fees and income that the Proponent, its partners and affiliates receive from the Services should be clearly shown.

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

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

<b>Request for Proposals - Proposed Concession</b>						
<b>Financial Proposal – Pro Forma Statements</b>						
<b><i>Numbers in thousands</i></b>	Period/ Year 1	Period/ Year 2	Period/ Year 3	Period/ Year 4	Period/ Year 5	Period/ Year 13
Location	\$	\$	\$	\$	\$	\$
<b>Total Revenues</b>	\$	\$	\$	\$	\$	\$
<u>Expenses</u>						
Operating Costs	\$	\$	\$	\$	\$	\$
Services	\$	\$	\$	\$	\$	\$
Wages & Salaries	\$	\$	\$	\$	\$	\$
Interest	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$
Advertising	\$	\$	\$	\$	\$	\$
Amortization	\$	\$	\$	\$	\$	\$
Other Expenses - Before <b>Minimum Fees Bid &amp; Taxes</b>	\$	\$	\$	\$	\$	\$

<b>Total Expenses</b>	\$	\$	\$	\$	\$	\$
<b>Net Profit - Before Annual Base Rent Bid &amp; Taxes</b>	\$	\$	\$	\$	\$	\$

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

**SCHEDULE 10  
PROPOSAL CHECKLIST AND ACKNOWLEDGEMENT**

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

- ☐ **One (1) Master file with two (2) separate files to be submitted electronically to commercialrfp@mbjairport.com clearly marked:  
COMPANY NAME  
#1 – TECHNICAL PROPOSAL (to include Bid Guarantee)  
# 2 – FINANCIAL PROPOSAL**
- ☐ Proposals shall be dated and signed by two duly authorized signing officers of the Proponent and stamped with the company seal stamp. Signatures shall be in original handwriting
- ☐ Each page of the Form of Proposal and Schedules shall be initialled by one of the authorized signing officers whose signature appears on the execution page of the Form of Proposal
- ☐ **Cover Letter**
- ☐ **Bid Guarantee of US\$50,000.00**
- ☐ **Form of Proposal**

**TECHNICAL PROPOSAL**

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

**FINANCIAL PROPOSAL**

- ☐ Schedule 7 - Covenant / Credit-Worthiness / Co-Covenantor(s) & List of Business Reference
- ☐ Schedule 8 - Financial Capability
- ☐ Schedule 8 - Financial Proposal
- ☐ Schedule 10 - Proposal Checklist and Acknowledgement

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

**APPENDIX A**  
**DRAFT LEASE**

**Please Note** – the Draft Lease is included herewith as a Separate Document

**APPENDIX B**  
**AIRPORT PLAN LAYOUT**

**Please Note** – the Licensee Airport Plan Layout is included herewith as a Separate Document

**APPENDIX C (1)**

**DRAWINGS SHOWING LOCATION OF SERVICE STATION PREMISES**

**Please Note** – the Drawings are included herewith as a Separate Document

**APPENDIX C (2)**

**DRAWINGS SHOWING LOCATION OF ACCESS ROAD**

**Please Note** – the Drawings are included herewith as a Separate Document

**APPENDIX D**  
**TOPOGRAPHIC SURVEY**

**Please Note** – the Report is included herewith as a Separate Document