



REQUEST FOR PROPOSALS

**DEVELOPMENT AND OPERATION OF
SPECIALTY RETAIL/DUTY FREE CONCESSION
INTERNATIONAL TERMINAL BUILDING**

SANGSTER INTERNATIONAL AIRPORT

December 27, 2019

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EXECUTIVE SUMMARY

Sangster International Airport (“the Airport”) located in Montego Bay, Jamaica, is operated by MBI Airports Limited (“MBI”), 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 eleven consecutive years. Tourism is vital to the economy of the island, supported by the Government through the Jamaica Tourist Board (“JTB”) which actively promotes and markets Jamaica throughout the world. * Travel and Tourism accounted (directly and indirectly) for some 30.8% of jobs within the Jamaican economy in 2018. Total contribution to GDP was 34.0% in 2018 while direct contribution to GDP stood at 10.3% in 2017. ** Tourism also accounts for in excess of 70% of the island's foreign exchange earnings. The island benefits from a high passenger return of up to 40%.

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

Total passenger numbers for the year 2018 was 4.537 million, a 5.9% increase over the previous year. Over 30 carriers, serving over 60 destinations, serve the Airport. The Airport has two peak seasons, December-April and July-August. During these periods, aircraft movement on a daily basis averages 90 flights (inbound/outbound) per day and on peak days such as Saturdays, as much as 140 flights (inbound/outbound) per day. The Airport primarily serves a growing tourist market with 99% of passengers destined or originating from major international markets mainly: United States, Canada and Europe. MBI 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 Sangster International as their point of entry and connection to Kingston due to the greater availability of flights and in most instances, lower airfares. The Airport served over 4.5 million total passengers in 2018. Historically, passenger arrivals comprise 49% and passenger departures comprise 51% of total traffic.

The Airports Council International (ACI) inducted the Airport into the Director General’s Roll of Excellence in 2014 as a result of the Airport’s rank in the top five airports in the Caribbean and Latin American region in the Airport Service Quality Surveys (ASQ) for the previous five years. Joining only 21 other airports on the Roll of Excellence, The Airport is one of six airports worldwide so honoured in 2014. MBI was also awarded 3rd place (Latin America & Caribbean) Airport Service Quality Award by Airport Council International 2014. Caribbean Journal named the airport the Caribbean’s # 1 Airport for 2015 and World Travel Awards have recognized the airport annually since 2009 as the Caribbean Leading Airport with the most recent in 2019.

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

*World Travel & Tourism Council – Travel & Tourism, Economic Impact 2018, Jamaica

**World Data Atlas

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

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

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

As part of MBJ’s overall Master Plan, a terminal expansion project is underway to further expand and develop the Airport terminal into a modern, functional and efficient international facility that will greatly enhance the experience for both passengers and the airport community, and meet growing demands based on forecasted growth in passenger movement up to 2025.

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

MBJ hereby invites qualified **Specialty Retail/Duty Free** operators to submit a proposal for the development and operation of a **Specialty Retail/Duty Free Concession** (the “Proposed Concession”) the International Terminal Building (“ITB”) at (“the Airport”). The Proposed Concession comprises of the development and operation of the following concepts in the following locations;

Located post-security in the Departures Terminal, the proponents will have the opportunity of being an intricate part of the exciting Retail Programme at the airport. The concession will provide passengers the opportunity to purchase items that are unique to the proponent’s offering.

The Proposed Concession is part of the Airport’s on-going delivery of a strategic plan, created to transform the retail and service offer at the airport to international standards by delivering a memorable and stimulating shopping experience for passengers. To accomplish this, MBJ has specific goals that it expects the successful proponent to achieve, including:

- The development of a well-appointed concession with design that is striking and merchandise that will stimulate impulse purchases, optimise sales as well as meet the Design Guidelines; included further in this RFP at Appendix B (i);
- The provision of a mix of products and services that appeal to and satisfy the changing wants, needs and desires of the full spectrum of the holiday/leisure and local markets;
- Creating an “experience” within each concession space around the products/services that passengers will forever remember.

The layout of the new Retail Program will meet the following criteria:

- Maximize passenger exposure to as much of the offer as possible, whilst maintaining operational efficiency
- Maximize the linear frontage
- Encourage increased dwell time in the central retail area

THE OFFER

MBJ extends an invitation to **Specialty Retail/Duty Free** companies interested in operating commercial units airside Sangster International Airport. These retail spaces are located in the departure lounge of the terminal, after security and are indicated below and drawings are shown in Appendix C of this document.

Twenty-Nine (29) spaces are available for bid under this RFP process as indicated below: Two (2) Duty Free Jewellery, one (1) High-end Cigar and Liquor store and twenty-six (26) Specialty Retail stores and kiosks.

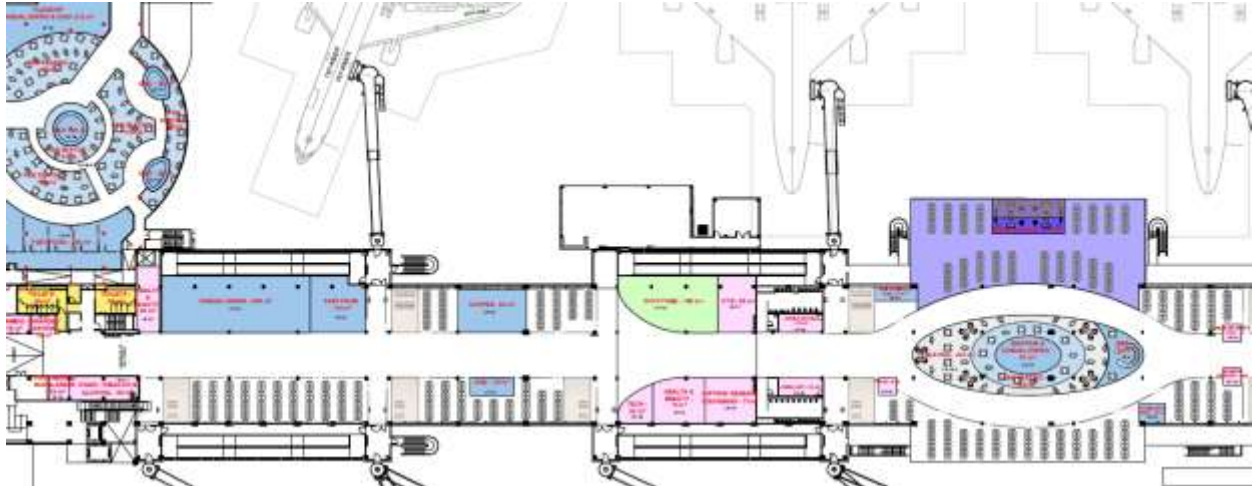
	LOCATION - UNIT NO.	CATEGORY	CONCEPT	SQM	SQ. FT.
	West Concourse				
1	UF - 3.1	Specialty Retail	Generic Souvenirs	70	753.47
2	UF - 3.2	Specialty Retail	Edible Gifting	48	516.67
3	UF - 7	Specialty Retail	Convenience, Travel, News	46	495.14
4	UF - 52	Specialty Retail	Gifting - Kids Apparel & Souvenirs	11	118.40
	Central Area				
5	UF - 10	Duty Free	Luxury Watches & Jewellery	184	1,980.56
6	UF - 11	Specialty Retail	Premium Jamaican Craft	65	699.65
7	UF - 12	Specialty Retail	Branded Souvenir & Gifts	110	1,184.03
8	UF - 13	Specialty Retail	Boutique	115	1,237.85
9	UF - 14	Specialty Retail	Souvenirs & Gifts - Generic	227	2,443.41
10	UF - 15	Specialty Retail	Convenience, Travel, News	150	1,614.59
11	UF - 16	Specialty Retail	Branded Fashion	101	1,087.15
12	UF - 18	Specialty Retail Kiosk	Branded Rum Cake	25	269.10
13	UF - 19	Specialty Retail Kiosk	Technology - Branded	7	75.35
14	UF - 20	Duty Free	Premium Watches & Jewellery	63	678.13
15	UF - 23	Specialty Retail	Edible Gifting - Packaged Coffee	113	1,216.32
16	UF - 24	Specialty Retail	Edible Gifting - Packaged Jamaican Treats	71	764.24
	East Concourse				
17	UF - 55	Specialty Retail	Branded Fashion	15	161.46
18	UF - 30	Specialty Retail	Footwear & Sunglasses	15	161.46
19	UF - 31	Duty Free	High End Cigar Store	50	538.20
20	UF - 32	Specialty Retail	Health & Beauty	46	495.14
21	UF - 37	Specialty Retail	Convenience, Travel, News	65	699.65
22	UF - 38	Specialty Retail	Technology - Branded	32	344.45
23	UF - 46	Specialty Retail	Health & Beauty	71	764.24
24	UF - 39	Specialty Retail	Souvenirs & Gifts - Generic	71	764.24
25	UF - 48	Specialty Retail	Edible Gifting	25	269.10
26	UF - 49	Specialty Retail	Jewellery	25	269.10
27	UF - 44	Specialty Retail Kiosk	Kiosk	9	96.88
28	UF - 42	Specialty Retail Kiosk	Jamaican Craft - Kiosk	9	96.88
29	UF - 43	Specialty Retail Kiosk	Branded - Kiosk	9	96.88

100% of passengers pass the Central Retail Area

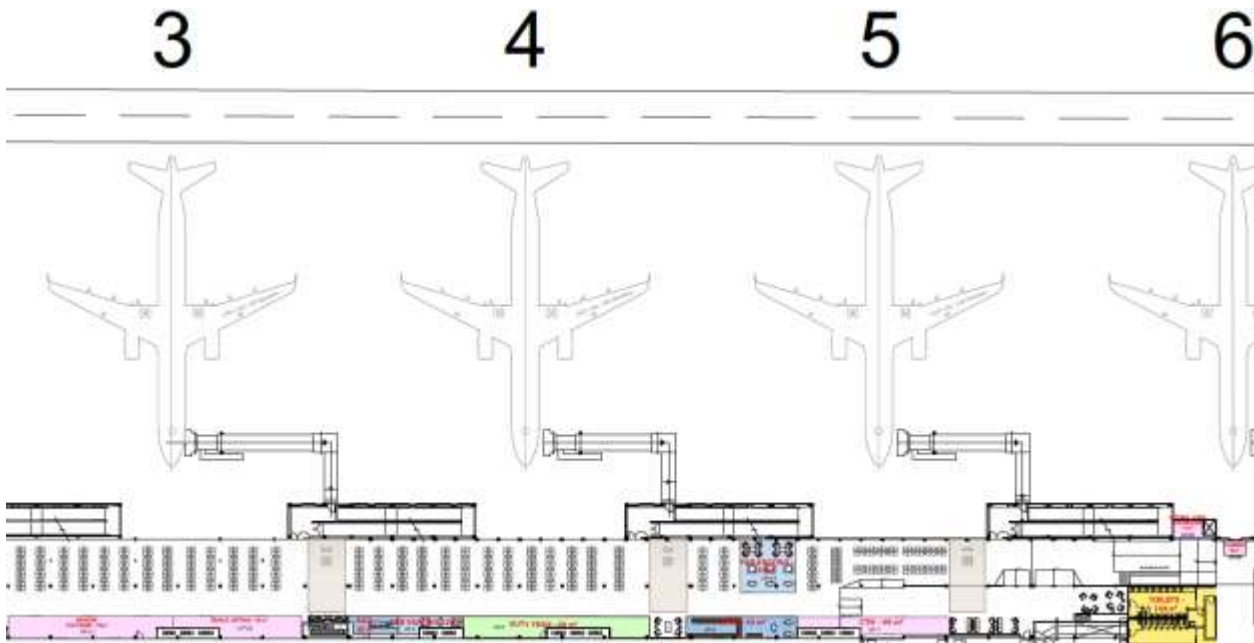
Approximately 80% of passengers utilize gates in the East Concourse

Approximately 20% of passengers use gate 1 – 6 in the West Concourse

EAST TERMINAL LAYOUT



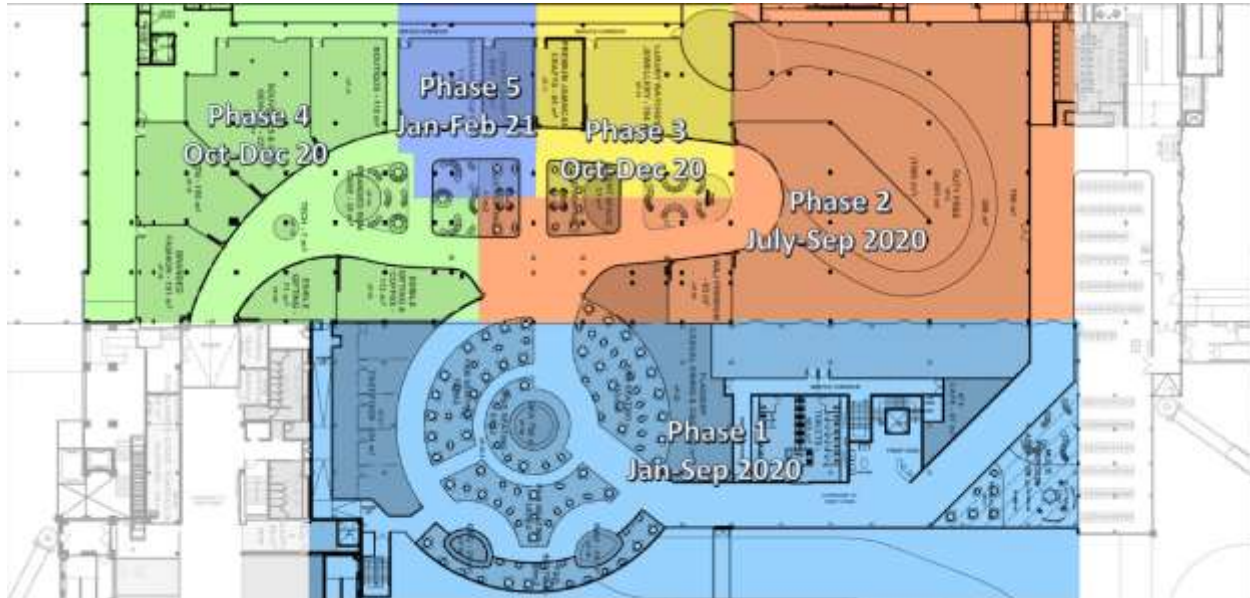
WEST TERMINAL LAYOUT



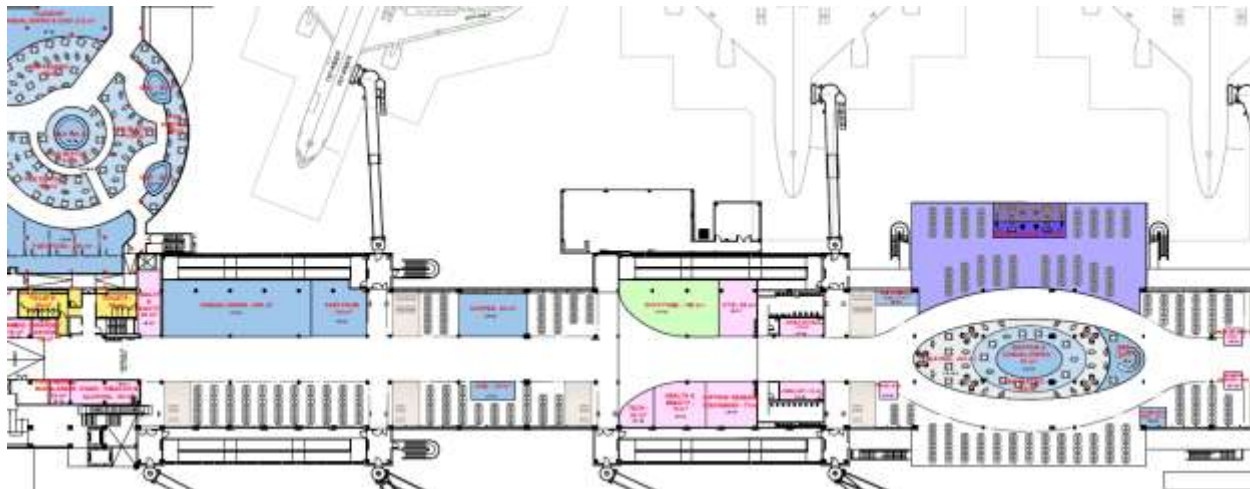
PHASING PLAN

As the Airport is in an expansion phase, existing concessions will be closed for the process of developing the new retail offer will be carried out in phases.

CENTRAL AREA



EAST TERMINAL



East Concourse with the exception of locations #UF 30 & UF 31

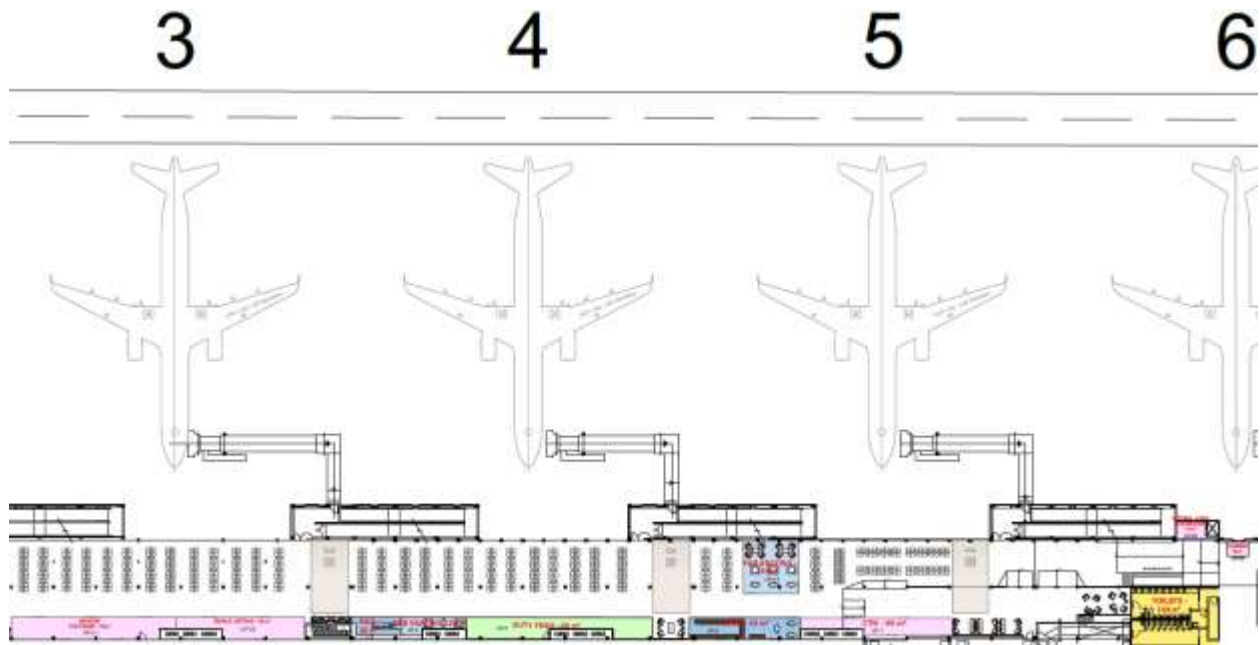
Renovation – May/Jun

Fit out – Jul/Aug

Locations #UF 30 & UF 31

Fit out – Jan – Feb 2021

WEST TERMINAL



Fit out – May/June 2021

Open July 2021

A temporary Kiosk program may be developed in the West Concourse during the period June 2020 – May 2021 until the renovation works have been completed in 2021 when the permanent wall units will be developed.

SCHEDULE

ACTIVITY (All Times are Eastern Standard Time) UTC/GMT (– 5:00 hours)	DATE
Issue RFP	Friday, December 27, 2019
RFP Information at MBJ	Wednesday, January 22, 2021
Final date for Questions	Thursday, March 05, 2020
Submission of Proposals	Friday, March 13, 2020
Evaluation of Proposal	Friday, March 27, 2020
Award of Successful Proponents	Friday, April 03, 2020
License Execution	Monday, June 1, 2020
Fixturing Period	Indicated on Phasing plan
Concession Start Date	Indicated on Phasing plan

PART I
PROPOSAL SUBMISSION AND SELECTION PROCESS

1.0 INVITATION

MBJ invites Proponents to submit a proposal for the development and operation of a **Specialty Retail/Duty Free Concession** (the “Proposed Concession”) at the Sangster International Airport (“the Airport.”). The Proposed Concession will have a location in the **Departures Terminal (Post- Security)** and as shown on the attached drawings (Appendix C). The successful Proponent will be required to enter into a Licence with MBJ Airports Limited (“the Licensor”) as described in Section 9.00 of these Instructions.

2.0 RFP DOCUMENTS (“Documents”)

2.1 The “Documents” consist of:

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

TECHNICAL PROPOSAL

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

FINANCIAL PROPOSAL

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

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APPENDIX B (i)	–	DESIGN GUIDELINE
APPENDIX C (i)	–	DRAWINGS SHOWING LOCATION
APPENDIX D	–	LOCATIONS, CONCEPTS, APPROVED/UNAPPROVED PRODUCT LISTING

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

Notes:

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

3.0 SUBMISSION OF PROPOSAL

3.1 Proposals must conform to all Instructions.

3.2 PROPOSALS ARE TO BE SUBMITTED IN THE FOLLOWING FORMAT:

ONE ORIGINAL IN TWO (2) SEPARATE ENVELOPES CLEARLY MARKED:

#1 - TECHNICAL PROPOSAL – Bid guarantee to be included

#2 – FINANCIAL PROPOSAL

A SOFT COPY OF PROPOSAL IS ALSO TO BE SUBMITTED on a USB flash drive CLEARLY MARKED:

#1 - TECHNICAL PROPOSAL

#2 – FINANCIAL PROPOSAL

3.3 Proposals must be in writing and received by MBJ at its offices referred to in **Section 3.10** before Closing Time, **3:00pm, Friday March 13, 2019**. Proposals received after Closing Time will be returned unopened. Proposals sent by facsimile or email will not be accepted.

3.4 Proposals shall be prepared and completed on the attached forms, with all schedules fully and properly completed and with the pro-forma statements and drawings also being submitted on a flash drive. Proposals must be completed in ink or typed, **pencil is not acceptable**. Should there be insufficient space on the Form of Proposal or Schedules, additional sheets appropriately marked and identified, may be attached. No additions, deletions, interlineations or modifications shall be made to the Form of Proposal or Schedules.

3.5 Proposals shall be submitted in a sealed envelope bearing the name and address of Proponent and marked:

**REQUEST FOR PROPOSALS
DEVELOPMENT AND OPERATION OF RETAIL CONCESSION
MBJ AIRPORTS LIMITED
COMMERCIAL OFFICE – TICKETING CONCOURSE
INTERNATIONAL TERMINAL BUILDING
SANGSTER INTERNATIONAL AIRPORT**

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

3.7 Each page of the Form of Proposal and Schedules shall be initialled by one of the authorized signing officers whose signature appears on the execution page of the Form of Proposal.

3.8 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.

3.9 Proposals that contain quantifying conditions or otherwise fail to conform to these Instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, 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 also be returned in exchange for the required Security Deposit under the Commercial LICENCE. The Security Deposit is required for each concession in the form of Letter of Credit, Bank Guarantee, certified cheque or cash in the sum equivalent to three (3) month's 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.

3.10 CLOSING OF PROPOSALS

Sealed proposals in packages marked "**Request for Proposal – Retail Concession,**" will be received by MBJ on or before **Friday, March 13, 2020 at 3:00 p.m.** The status of each proponent's application will be communicated no later than **Friday, April 03, 2020.** Proponents must submit ONE (1) ORIGINAL PROPOSAL with all schedules fully and properly completed and with the pro-forma statements and drawings also being submitted on a USB flash drive delivered to:

**REQUEST FOR PROPOSALS
FOR THE DEVELOPMENT AND OPERATION OF RETAIL CONCESSION
MBJ AIRPORTS LIMITED
COMMERCIAL OFFICE – TICKETING CONCOURSE
INTERNATIONAL TERMINAL BUILDING
SANGSTER INTERNATIONAL AIRPORT**

4.0 SITE TOUR, CLARIFICATIONS, QUESTIONS AND INQUIRIES

- 4.1 MBJ will conduct an Information Session on **Wednesday, January 22 at 11:00 a.m.** Interested parties will be required to confirm their attendance no later than **3:00pm, Monday, January 20, 2020.** The name of the company, its attending agents as well as contact information must be submitted via email to: 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 **Thursday, March 05, 2020.** All written inquiries must be directed to the address shown in Section 3.10 or via email to: 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 and posted on the Airport's website: <http://www.mbjairport.com/business-development>.

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 or facsimile document is not properly received on time or at all due to the malfunctioning of MBJ's equipment, the errors or omissions of MBJ's employees or agents, the interruptions or inability to obtain a connection with MBJ's equipment, the response time of MBJ's equipment, insufficient paper supply for facsimile machines or for any reason whatsoever.

4.8 All written Addenda issued by MBJ before Closing Time, **3:00pm, Friday, March 13, 2020** shall be delivered to all Proponents who have requested Documents according to the records of MBJ. All Addenda shall be incorporated into and become part of the Documents.

4.9 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 Retail Concession.

5.2 Financial Capability

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

Any person or corporation in arrears, or any corporation whose shareholders or directors are, or were, shareholders or directors of any corporation in arrears, in respect of any LICENCE or contractual agreement with

MBJ will be ineligible for the award of the Proposed Concession unless financial arrangements satisfactory to MBJ are made in respect of any such arrears prior to the closing date of this Invitation for Proposals.

5.3 Legal

Any person or corporation involved in pending litigation or outstanding claims or disputes with 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% of total Technical score will move on to have the **ECONOMIC PROPOSALS** evaluated.

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

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

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

TECHNICAL PROPOSAL

<p>Experience</p> <p>a) Furnish a statement detailing Proponent’s background, experience and qualifications. This should include the following:</p> <ul style="list-style-type: none"> • Must have two (2) years continuous experience, within the last five (5) years, in the ownership, management or operation of a Retail Concession. Descriptions of current business operations, including (i) number; (ii) type; (iii) location; and (iv) a description of services provided to be included. (5 points) • 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. (2 points) <p>b) Provide 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, Licensor/Landlord and financial institution in accordance with requirement under Financial Capability. (3 points)</p> <p>Any other information that supports Proponent’s selection that may be beneficial to MBI’s review of this Proposal, including but not limited to other planned development may be included.</p>	<p>10%</p>
<p>Marketing, Merchandising and Pricing</p> <p>Details on the following are also required:</p> <p>Concept/Brand Offer and Marketing Plan – (5 points) Proponents are required to provide details relating to the concept (theme) or brand and product mix to be offered which must be unique and does not compete with any other concession. Details on the following are also required:</p> <ul style="list-style-type: none"> • Sales Plan <p>Merchandising Plan – (5 points)</p> <ol style="list-style-type: none"> Provide a complete list of proposed products, merchandise and goods, including brand and prices for each item. 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. Describe your approach to product placement with respect to this outlet. Describe your philosophical approach to store atmospherics for this concession in order to achieve maximum patronage and optimize sales. <p>Pricing – (5 points)</p> <ul style="list-style-type: none"> • Proponents are required to provide details relating to the pricing structure to be utilized to ensure maximum patronage from passengers. 	<p>15%</p>

<p>Customer Service, Quality Control, Management & Operations Plan</p> <p>Customer Service strategy – (5 points)</p> <ul style="list-style-type: none"> • Outline the customer service programme to be provided for the Concession, including a description of Proponent’s specific approach to serving customers, along with any unique aspects of Proponent’s customer service philosophy, including staff training. • Outline the programme the Proponent shall use to monitor customer levels of service and satisfaction. • 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. • Proponent to include draft training and development plan for staff. <p>Quality Control – (5 points)</p> <ul style="list-style-type: none"> • Outline the quality control programme that will be implemented for the Concession and how Proponent will ensure that quality controls are maintained and deficiencies addressed. • Provide information on quality monitoring programs that Proponent has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs. <p>Management and Operations Plan - (5 points)</p> <ul style="list-style-type: none"> • Proponent shall submit sufficient information to allow MBJ to evaluate the Proponent’s management structure, operations plan, and ability to carry out the plan. 	<p>15%</p>
<p>Design, Development and Construction Plan</p> <p>The Design, Development Plan & Construction Plan must meet the criteria set out in Sections C and D of the Design Criteria Manual and the Design Guideline. (15%)</p> <p>Project Schedule</p> <p>Proponent must submit a Project Schedule which must address at a minimum the following:</p> <ul style="list-style-type: none"> • Duration (in number of weeks) and dates for key milestones from Agreement execution (assume June 1, 2020) through to completion of construction and opening for business • Development plan preparation, review and approval by MBJ • Other regulatory and governmental approvals and actions as necessary (zoning, site plan, etc.) <p>The Proponent shall submit detailed plans at concept stage, 50%, 75% and 100% that show how the store will be integrated into and enhance the overall airport atmosphere.</p> <p>See Schedule 5 and Licensee Design Criteria Manual and Design Guidelines for details.</p>	<p>20%</p>

ECONOMIC PROPOSAL

<p>Financial Capability</p> <p>The ability of the proponent to financially sustain the operation. Proponents must clearly and unambiguously show that they have the <i>financial capacity to successfully develop, maintain and operate a high quality Specialty Retail/Duty Free concession that generates high returns for both the Proponent and the Airport.</i></p> <p>a) Written letter from at least one financial institution (on company's letterheads)</p> <p>Credit-worthiness is one of the criteria for selection</p> <p>One of the criteria that will be considered by MBJ in selecting the successful Proponent is the financial strength of the Proponent and any Co-Covenantor(s). Any Proposal may be eliminated from consideration based on these criteria.</p> <p>Accordingly, Proponent is encouraged to:</p> <p>a. Submit financial statements or other materials demonstrating the financial strength of the covenant represented by the Proponent; and</p> <p>b. Identify Co-Covenantor(s), as provided for below.</p> <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 equity, and long term outlook for project financial viability. Proponent should note that, upon expiration of the licence, all buildings and improvements contained in the licensed area shall revert to MBJ. All proposals must address and demonstrate that any financing shall be secured only on the licensehold interest; there shall be no financing on MBJ's fee interest; and that the agreement shall present no cost or risk to MBJ.</p> <p>c) Identify the project's assumptions 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>	20%
<p>Financial Proposal and Value to MBJ</p> <p>The following will be assessed:</p> <ul style="list-style-type: none">o Minimum Annual Guarantee ("MAG")o Percentage Feeo Investmento Reasonableness of Forecast of Gross Sales	20%

AWARD OF CONCESSION

All Proponents will be notified of the outcome of the RFP process no later than **Friday, April 03, 2020.**

7.0 CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

8.0 CURRENCY

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

9.0 FORM OF CONTRACT

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

10.0 MODIFICATIONS

- 10.1 Proposals may only be modified in writing, signed by an authorized signing officer of the Proponent who has signed the **Form of Proposal**. MBJ shall only accept modifications on or before Closing Time of **3:00 p.m. on Friday, March 13, 2019**. Modifications made verbally, by facsimile or by email transmission will not be accepted and modifications received after Closing Time will not be considered and will not form part of any Proposal submitted.

PART II
PROPOSED CONCESSIONS – TERMS

11.0 BASIC TERMS OF LICENCE

11.1 Basic Terms of the Licence

The following are the basic terms of the Licence:

Length of Licence - Stores:	6 years
Length of Licence - Kiosks:	2 years
Renewal periods:	Extension of Licence is at the sole discretion of the Licensor
Premises:	See Drawings – Appendix C
Minimum Annual Guarantee (MAG) refers to the guaranteed amount to be paid to the Licensor in equal instalments on the 1 st of each and every month:	Refer to section 11.2
Percentage Fees (to be paid in addition to the MAG):	To be as set out in the Proponent's proposal -Refer to section 11.2
Date Licence signed:	June 1, 2020
Commencement Date of Licence:	As indicated on Phasing Plan
Fixturing Period *:	The space will be renovated by the successful Proponent within sixty (60) days from the date of handover by the Licensor to the Licensee.
Opening Date of Concession	60 days from handover of the space for fitout
Common Area Maintenance (CAM) Charge:	Currently US \$20.00/Sq.Ft. per Annum subject to change at the Licensor's sole discretion
Utilities:	Operator responsible for utility charges
Security Deposit Requirement:	Equivalent to three (3) Months' Revenue to the Licensor (Higher of MAG or Percentage Fee)
Insurance Coverage:	US\$1,000,000.00
Promotion Fund:	US \$ (based on projected sales) upon signing of License and thereafter will be calculated as 0.2% of previous year's total Gross Sales.
Operating Name:	As proposed by Proponent and approved by Licensor

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

11.2 Minimum Annual Guarantee and Percentage Fees

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

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

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

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

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

Table 11.2

	LOCATION - UNIT NO.	CATEGORY	CONCEPT	SQ.M	SQ. FT.	Minimum MAG/Sq.Ft./ Annum US\$	Percentage Fee
	West Concourse						
1	UF - 3.1	Specialty Retail	Souvenirs & Gifts	69	742.71	65	22%
2	UF - 3.2	Specialty Retail	Edible Gifting	48	516.67	95	22%
3	UF - 7	Specialty Retail	Convenience, Travel, News	46	495.14	95	22%
4	UF - 52	Specialty Retail	Kids	11	118.40	500	22%
	Central Area						
5	UF - 10	Duty Free	Luxury Watches Jewellery	184	1,980.56	250	30%
6	UF - 20	Duty Free	Premium Watches & Jewellery	63	678.13	250	30%
7	UF - 11	Specialty Retail	Premium Jamaican Craft	65	699.65	200	22%
8	UF - 12	Specialty Retail	Branded Souvenir & Gifts	110	1,184.03	200	22%
9	UF - 13	Specialty Retail	Boutique	115	1,237.85	200	22%
10	UF - 14	Specialty Retail	Souvenirs & Gifts - Generic	227	2,443.41	200	22%
11	UF - 15	Specialty Retail	Convenience, Travel, News	150	1,614.59	200	22%
12	UF - 16	Specialty Retail	Branded Fashion	101	1,087.15	200	22%
13	UF - 24	Specialty Retail	Edible Gifting - Packaged Jamaican Treats	71	764.24	200	22%
14	UF - 18	Specialty Retail	Branded Rum Cake	25	269.10	450	22%
15	UF - 23	Specialty Retail	Edible Gifting - Packaged Coffee	113	1,216.32	450	22%
16	UF - 19	Specialty Retail	Technology - Branded	7	75.35	550	22%
	East Concourse						
17	UF - 30	Specialty Retail	Footwear & Sunglasses	15	161.46	350	22%
18	UF - 55	Specialty Retail	Branded Fashion	15	161.46	300	22%
19	UF - 31	Duty Free	High End Cigar Store	50	538.20	250	30%
20	UF - 32	Specialty Retail	Health & Beauty	46	495.14	200	22%
21	UF - 38	Specialty Retail	Technology - Branded	32	344.45	200	22%
22	UF - 37	Specialty Retail	Convenience, Travel, News	65	699.65	200	22%
23	UF - 46	Specialty Retail	Health & Beauty	71	764.24	200	22%
24	UF - 39	Specialty Retail	Souvenirs & Gifts - Generic	71	764.24	200	22%
25	UF - 48	Specialty Retail	Edible Gifting	25	269.10	400	22%
26	UF - 49	Specialty Retail	Jewellery	25	269.10	400	25%
27	UF - 44	Specialty Retail	Kiosk	9	96.88	500	22%
28	UF - 42	Specialty Retail	Jamaican Craft - Kiosk	9	96.88	500	22%
29	UF - 43	Specialty Retail	Branded - Kiosk	9	96.88	500	22%

11.3 Fixturing Period

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

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

11.4 Insurance during Construction

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

11.5 Concession Privileges

The Licensor will not grant exclusive rights to develop and operate concessions at the Airport. Notwithstanding the Licensor may, if considered to be in the best interests of the Licensor or most advantageous, limit and/or restrict the number and types of Specialty Retail 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 within and outside the terminal building, the means of access to the Premises, all other conditions, all laws, safety and security requirements, all services required including without limitation electricity, water supply, sewer and telephone, and all other circumstances which may affect its Proposal for the development and operation of the Proposed Concession.

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

12.0 PROPONENT'S UNDERTAKINGS

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

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

- (vii) Report including daily sales, period sales, sales history for single locations and/or aggregated on multiple locations
- (viii) The Point of Sales system must have the ability to send detailed reports directly to the Licensor in an electronic format as is required by the Licensor.
- (d) Operate the Premises in a manner acceptable to the Licensor and to provide the optimum level of customer service and sales;
- (e) Abide by the Licensor's Regulations, Rules, Policies and Directives.

13.0 GOVERNING LAWS

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

PART III

DESIGN, DEVELOPMENT AND CONSTRUCTION

14.0 DEVELOPMENT PROCESS

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

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

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

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

14.1 Premises Design Process

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

14.1.2 Premises Extra Requirements

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

14.2.1 Labour Affiliations

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

14.2.2 **Working Hours**

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

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

14.2.3 **Safety and Security Regulations**

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

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

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

14.2.4 **Temporary Services**

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

14.2.5 **Parking**

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

14.2.6 **Waste Removal**

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

1.4.2.7 **Liens**

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

“To MBJ Airports Limited (MBJ):

In consideration of MBJ permitting the undersigned to be engaged in supplying work or materials in connection with the construction and development of Premises at the 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 Licence will require Proponent’s contractors to abide by the conditions similar to those outlined in the Licensor’s General and Special Conditions of Contract.

PART IV
STATISTICAL INFORMATION

15.0 TRAFFIC STATISTICS AND FORECAST

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

Table 15.1 presents the historical passenger statistics for the Airport for the period 2003-2018. 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

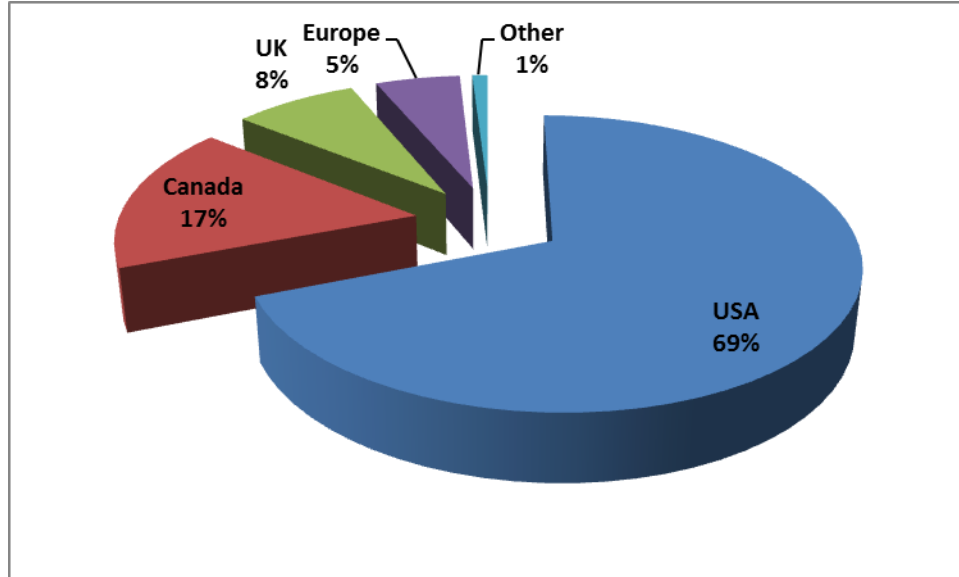
Note: The table above excludes passengers on private flights, transit, transfer and domestic passengers.

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

15.2 Market share of Jamaica Arrival Statistics

The chart below shows the visitor market share of arriving passengers through MBJ for the year 2018.

Figure 15.2 – Visitor Market Share



15.3 Destination Cities by Carrier (s) serving MBJ

REGION	ROUTE	State/City/Province	OPERATING AIRLINE	FREQUENCY
CANADA - 14 Cities				
7 Year - round				
	Calgary	Alberta	Sunwing	Seasonal (Winter, Spring, Fall)
	Edmonton	Alberta	Sunwing	Year Round
	Halifax	Nova Scotia	Air Transat	Seasonal (Winter)
		Nova Scotia	Sunwing	Seasonal (Winter)
	Hamilton	Ontario	Swoop Airlines	Seasonal (Winter)
	Montreal	Quebec	Air Canada	Seasonal (Winter)
		Quebec	Air Transat	Year Round
		Quebec	Sunwing	Year Round
		Quebec	West Jet	Seasonal (Winter)
	Ottawa	Ontario	Sunwing	Seasonal (Winter)
		Ontario	West Jet	Seasonal (Winter)
	Regina	Saskatchewan	Sunwing	Seasonal (Winter)
	Saskatoon	Saskatchewan	Sunwing	Seasonal (Winter)
	Sault Ste Marie	Ontario	Sunwing	Seasonal (Winter)
	St John's	Newfoundland & Labrador	Sunwing	Seasonal (Winter)
	Toronto	Ontario	Air Canada/Rouge	Year Round
		Ontario	Air Transat	Year Round
		Ontario	Sunwing	Year Round
		Ontario	West Jet	Year Round
	Vancouver	British Columbia	Sunwing	Seasonal (Winter)
	Windsor	Ontario	Sunwing	Seasonal (Winter)
	Winnipeg	Manitoba	Air Canada	Seasonal (Winter)
		Manitoba	Sunwing	Seasonal (Winter)
		Manitoba	West Jet	Seasonal (Winter)
CARIBBEAN				
	Grand Cayman Island	Grand Cayman Island	Cayman Airways	Year Round
	Havana	Cuba	Aerogaviota	Year Round
EUROPE - 16 Cities				
9 Year - round				
	Amsterdam	Netherlands	TUIfly -NL	Year Round
	Birmingham	England	TUI Airways	Year Round
	Brussels	Belgium	TUIfly	Year Round
	Frankfurt	Germany	Condor	Year Round
	Glasgow	Scotland	TUI Airways	Seasonal (Summer & Winter)
	Lisbon	Portugal	Orbist	Seasonal (Summer)
	London - Gatwick	England	Virgin Atlantic	Year Round
		England	TUI Airways	Year Round
	London - Stansted	England	TUI Airways	Seasonal (Summer)
	Madrid	Spain	Evelop Airlines	Seasonal (Summer)
	Manchester	England	TUI Airways	Year Round
	Milan	Italy	Neos Spa	Year Round
	Munich	Germany	Condor	Seasonal (Winter)
	Moscow	Russia	Nordwind	Seasonal (Winter)
	Stockholm	Sweden	Thomas Cook Scandinavia	Seasonal (Winter)
	Verona	Italy	Neos Spa	Seasonal (Winter)
	Warsaw	Poland	TUIfly -NL	Seasonal (Winter)
JAMAICA				
	Kingston	Jamaica	Inter Caribbean Airways	Year Round
LATIN AMERICA				
	Panama City	Panama	Copa Airlines	Year Round
	Lima	Peru	LATAM	Year Round
UNITED STATES - 25 Cities				
19 Year - round				
	Atlanta	Georgia	Delta	Year Round
		Georgia	Southwest Airlines	Year Round
		Georgia	Swift Air	Seasonal (Summer)
	Baltimore	Maryland	Southwest Airlines	Year Round
		Maryland	Spirit Airlines	Year Round
	Boston	Massachusetts	American Airlines	Seasonal (Winter)
		Massachusetts	Delta	Year Round
		Massachusetts	Jetblue	Year Round
	Charlotte	North Carolina	American Airlines	Year Round
	Chicago (O'hare Airport)	Illinois	American Airlines	Year Round
	Chicago (O'hare Airport)	Illinois	United Airlines	Year Round
	Chicago (Midway Airport)	Illinois	Southwest Airlines	Year Round
	Chicago (Rockford Airport)	Illinois	Sun Country	Seasonal (Winter)
	Cincinnati	Ohio	Swift Air	Seasonal (Summer)
	Cleveland	Ohio	Swift Air	Seasonal (Summer)
	Dallas	Texas	American Airlines	Year Round
		Texas	Sun Country	Seasonal (Summer)
	Detroit	Michigan	Delta	Year Round
	Fort Lauderdale	Florida	Caribbean Airlines	Year Round
		Florida	Jetblue	Year Round
		Florida	Southwest Airlines	Year Round
		Florida	Spirit Airlines	Year Round
	Houston (Hobby Airport)	Texas	Southwest Airlines	Year Round
	Houston (George Bush Airport)	Texas	United Airlines	Year Round
	Miami	Florida	American Airlines	Year Round
		Florida	Caribbean Airlines (Cargo only)	Year Round
		Florida	Federal Express (Cargo Only)	Year Round
		Florida	IBC-UPS (Cargo Only)	Year Round
	Milwaukee	Wisconsin	Swift Air	Seasonal (Winter)
	Minneapolis	Minnesota	Delta	Seasonal (Winter)
		Minnesota	Sun Country	Seasonal (Winter)
	Nashville	Tennessee	Swift Air	Seasonal (Summer)
	New York (JFK Airport)	New York	Caribbean Airlines	Year Round
		New York	Delta	Year Round
		New York	Jetblue	Year Round
		New York	American	Year Round
	Newark (Liberty Airport)	New Jersey	United Airlines	Year Round
	Orlando	Florida	Jetblue	Year Round
		Florida	Southwest Airlines	Year Round
	Philadelphia	Pennsylvania	American	Year Round
		Pennsylvania	Frontier	Year Round
	Pittsburgh	Pennsylvania	Swift Air	Seasonal (Summer)
	St Louis	Missouri	Sun Country	Seasonal (Winter)
	Washington DC	Virginia	United Airlines	Seasonal (Summer & Winter)
Total 60 INTERNATIONAL DESTINATIONS				
16 Countries				

PART V
FORM OF PROPOSAL

FORM OF PROPOSAL

TO: MBJ AIRPORTS LIMITED ("THE LICENSOR")

RE: REQUEST FOR PROPOSALS (the "Proposals") for the development and operation of a Specialty Retail/Duty Free Concession in the International Terminal Building at Sangster International Airport (the "Airport").

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

1.0 OFFER

We, _____
(Name of Proponent)

of _____
(Address of Proponent)

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

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

The Proponent covenants that its Proposal herein will be open for acceptance by the Licensor at any time on or before **March 27, 2020** 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 Specialty Retail/Duty Free Concession;
- (2) Company Profile;
- (3) Marketing, Pricing and Merchandising Plan;

- (4) Customer Service and Quality Control;
- (5) Design, Development and Construction Plan;
- (6) Storage Space Requirements;
- (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 LICENCE BY THE PROPONENT

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

5.0 TIMELY COMPLETION

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

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

6.0 GENERAL AND SUNDRY

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

7.0 DECLARATION

The Proponent acknowledges and declares:

- (a) That the Proponent has complied with all requirements under Part 1, PROPOSAL SUBMISSION AND SELECTION PROCESS and elsewhere in the Request for Proposals;
- (b) That, in submitting this Proposal, the Proponent is not relying on any information or documents provided on behalf of the Licensor other than the Documents as defined in the Request for Proposals;

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

_____, by

Name and Office

[illegible]

(C/S)

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)	
<hr/>)	
<i>(Name of Corporation) was hereunto affixed in the</i>)	
<i>presence of:</i>)	
<hr/>)	
Signature)	
<hr/>)	
Name and Office)	(C/S)
<hr/>)	
Signature)	
<hr/>)	
Name and Office)	

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

PROPRIETORSHIP

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

SCHEDULE 1

**PROPOSAL FOR DEVELOPMENT & OPERATION
OF A SPECIALTY RETAIL/DUTY FREE CONCESSION**

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

Operating Name _____
and/or

Brand Name _____

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

**SCHEDULE 2
COMPANY PROFILE**

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

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

Business or Operating Name:

Full Street Address:

Courier Address (if different):

Telephone: () _____

Fax: () _____

Email: _____

Contact Name:

Position:

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

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

Year of Incorporation _____

Where Incorporated? _____

Address of Registered Office in Jamaica:

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

Name

Address

Share %

How is the Corporation held:

() Privately () Publicly

(c) SOLE PROPRIETOR OR PARTNERSHIP STATEMENT:

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

Date and Place of Organization: _____

Name and Address of Sole Proprietor or Partners:

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

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

Date and Place of Organization: _____

Is the Joint Venture:

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

() A partnership

What is the purpose of the Joint Venture:

Name and Address of each party to the Joint Venture:

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

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

Attach additional pages as required.

SCHEDULE 3

MARKETING, MERCHANDISING AND PRICING

(1) Overall Marketing Strategy

- a) Describe the marketing strategy Proponent will use in the promotion of the Proposed Retail Concession with emphasis on obtaining maximum patronage and revenues.

(2) Merchandising Plan

- e) Provide a complete list of proposed products, merchandise and goods, including brand and prices for each item.
- f) 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.
- g) Describe your approach to product placement with respect to this outlet.
- h) Describe your philosophical approach to store atmospherics for this concession in order to achieve maximum patronage and optimize sales.

(3) Pricing Philosophy

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

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

Attach additional pages as required.

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

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

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

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

Management and Operations Plan

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

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

SCHEDULE 5
DESIGN, DEVELOPMENT AND CONSTRUCTION PLAN

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

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

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

Project Schedule

Proponent must submit a Project Schedule, detailing the duration (in number of weeks) and dates for key milestones beginning at Agreement execution (assume June 1, 2020) through to completion of construction and opening for business. Proponent must identify the anticipated time required for all relevant approvals. The Project Schedule must identify the anticipated dates and outside dates of conveyance for the project (as applicable), and timing of the commencement of payments to MBJ. The Project Schedule must address at a minimum, the following:

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

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

Capital Investment

The Breakdown for the Premises must be provided below:

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

CAPITAL INVESTMENT BREAKDOWN

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

SCHEDULE 6
STORAGE SPACE REQUIREMENT

- (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 Licence, and agree(s) to execute as a deed and deliver to MBJ the Co-Covenantor Agreement(s) in the form prescribed by MBJ at the same time as the Licence is to be executed and delivered to MBJ in the form prescribed by MBJ.

CO-COVENANTOR #1

Name of Co-Covenantor: _____

Address: _____

_____ Postal Code: _____

Telephone: _____ Fax: _____

Relationship to the Proponent: _____

EXECUTION:

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

Signature: _____ Date: _____

CO-COVENANTOR #1

Name of Co-Covenantor: _____

Address: _____

_____ Postal Code: _____

Telephone: _____ Fax: _____

Relationship to the Proponent: _____

EXECUTION:

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

Signature: _____ Date: _____

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

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, Licensor/Landlord and financial institution.

SCHEDULE 8
FINANCIAL CAPABILITY AND EXPERIENCE

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

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

1. Furnish a statement detailing Proponent's background, experience and qualifications. This should include the following:
 - Must have two (2) years continuous experience, within the last five (5) years, in the ownership, maintenance, management or operation of a retail concession.
 - List relevant businesses or facilities operated by Proponent in the last five years. Also provide the following:
 - a) Facility or Airport name, location, address and square metre size of premises.
 - b) The actual gross sales generated by the concession each year.
2. Attach audited financial statements for the last three (3) years including Balance Sheet, Income Statement, Statement of Retained Earnings and Statement of Changes in Financial Position. Also please provide the following Annual Revenue by Year:

2018	_____
2017	_____
2016	_____

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

4. Industry Knowledge

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

- 5. 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.

Attach additional pages as required.

**SCHEDULE 9
FINANCIAL PROPOSAL**

Minimum Annual Guarantee, Percentage Rate Bid

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

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

Schedule 9.1

Period / Year	Minimum Annual Guarantee, in US\$ for the Period / Year <i>written words</i>	Dollar amounts in US\$	Percentage (%) Fee to be paid (to be set off against Minimum Annual Guarantee, ("MAG"))
Year 1		\$	
Year 2		\$	
Year 3		\$	
Year 4		\$	
Year 5		\$	
Year 6		\$	

FINANCIAL PROPOSAL cont:

Each Proponent shall prepare pro-forma statements covering a six (6) year period for the Retail 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
 - Minimum Annual Guarantee
 - project funding
 - revenues
 - operating expenses
 - net operating income (NOI)
 - debt service proceeds from sale or refinancing
 - net cash flow available for distribution
 - return on equity
 - All fees and income that the Proponent, its partners and affiliates receive from the Concession should be clearly shown.

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

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

Request for Proposals - Proposed Concession						
Financial Proposal – Pro Forma Statements						
<i>Numbers in thousands</i>	Period/ Year	Period/ Year	Period/ Year	Period/ Year	Period/ Year	Period/ Year
	1	2	3	4	5	6
Location	\$	\$	\$	\$	\$	\$
Total Revenues	\$	\$	\$	\$	\$	\$
<u>Expenses</u>						
Operating Costs	\$	\$	\$	\$	\$	\$
Services	\$	\$	\$	\$	\$	\$
Wages & Salaries	\$	\$	\$	\$	\$	\$
Interest	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$
Advertising	\$	\$	\$	\$	\$	\$
Amortization	\$	\$	\$	\$	\$	\$

Other Expenses - Before
Minimum Fees Bid & Taxes

	\$	\$	\$	\$	\$	\$
Total Expenses	\$	\$	\$	\$	\$	\$

Net Profit - **Before Minimum
Annual Guarantee & Taxes**

	\$	\$	\$	\$	\$	\$
--	----	----	----	----	----	----

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

**SCHEDULE 10
PROPOSAL CHECKLIST AND ACKNOWLEDGEMENT**

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

- ☐ Cover Letter
- ☐ **One Original in two (2) separate envelopes clearly marked:**
 - #1 – TECHNICAL PROPOSAL (to include Bid Guarantee) # 2 – FINANCIAL PROPOSAL**
- ☐ Soft copy of proposal to also be submitted on flash drive clearly marked as above
- ☐ Pro-forma statements and drawings also being submitted on a flash drive
- ☐ Proposals shall be dated and signed by two duly authorized signing officers of the Proponent. 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
- ☐ Bid Guarantee of US\$50,000.00
- ☐ Form of Proposal – completed and company seal affixed

TECHNICAL PROPOSAL

- ☐ Schedule 1 - Proposal for Specialty Retail/Duty Free 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 - to also be included on a USB flashdrive
- ☐ Schedule 6 - Storage Space Requirements

FINANCIAL PROPOSAL

- ☐ Schedule 7 - Covenant / Credit-Worthiness / Co-Covenantor(s) & List of Business Reference
- ☐ Schedule 8 - Financial Proposal – to also be included on a USB flashdrive
- ☐ Schedule 10 - Proposal Checklist and Acknowledgement

Date

Authorized Signatory

Authorized Signatory

NOTE: ONE ORIGINAL OF THE PROPOSAL MUST BE SUBMITTED along with information on flashdrive.

APPENDIX A
DRAFT LICENCE

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

APPENDIX B
LICENSEE DESIGN CRITERIA MANUAL

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

APPENDIX B (i)
DESIGN GUIDELINES

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

APPENDIX C

DRAWINGS SHOWING LOCATION OF PREMISES

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

APPENDIX D

RETAIL CONCEPTS & PRODUCT LISTING

Please Note – the Retail Concepts & Product Listing is included herewith as a Separate Document

APPENDIX D
PRODUCT LISTING

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