REQUEST FOR PROPOSALS

AIRPORT CONCESSIONS OPPORTUNITY

ADVERTISING

LF WADE INTERNATIONAL AIRPORT
3 CAHOW WAY
ST GEORGE’S, DD 03
BERMUDA

ISSUED: APRIL 25, 2019
PROPOSAL SUBMISSION DEADLINE: 2:00 P.M. LOCAL TIME
(AST) JULY 30, 2019
Part A  
Scope

Overview:
Bermuda’s only airport, L.F. Wade International (“the Airport”), provides passengers and cargo clients with access to markets across the United States, Canada and the United Kingdom. The Airport, a major economic generator for Bermuda’s economy, welcomes close to 900,000 passengers annually, employs approximately 1,600 individuals either directly or indirectly, and is currently undertaking a major redevelopment project, including the construction of a new passenger terminal building, scheduled for completion in the summer of 2020.

The Bermuda Airport Redevelopment Project is being implemented under a Public Private Partnership (“P3”) agreement between the Government of Bermuda and the Canadian Commercial Corporation, a Crown corporation of the Government of Canada and Aecon Group Inc. (“Aecon”), Canada’s largest publicly traded construction and infrastructure development company.

Aecon, as the private sector partner, is responsible for the project’s development, financing and long-term operation and maintenance. Bermuda Skyport Corporation Limited (“SKYPORT”) is a Bermudian company, wholly owned by Aecon Concessions, responsible for successfully delivering the project and tasked with transforming and operating Bermuda’s airport infrastructure and services to world class standards for a 30-year concession period.

The purpose of this present RFP is to provide qualified and interested parties with the information necessary for the preparation of detailed technical and economic offers for the operation of the Advertising Concession which includes the commercialization, installation, placement, maintenance and daily operation of an advertising program and any other advertising media as approved at the Airport.

Our Vision
The best airport experience; contributing to the prosperity of Bermuda.

Our Mission
To deliver safe, excellent and profitable airport services in partnership with our community of stakeholders.

New Terminal Development
As the gateway to Bermuda, the new facility will provide visual appeal and first-class operating capacity.

The following provides some information on the project characteristics:

- The Airport is the sole international airport serving Bermuda
- Bermuda, with a population of 65,000, has the 4th highest GDP per capita in the world of US$96,000
- In 2017, there were approximately 860,000 total passengers, with an increase to over 900,000 in 2018
- At 2,958 meters in length, the runway is capable of accommodating the largest passenger aircraft (including A380) and has served as an alternative landing site for the NASA Space Shuttle
Currently 7 airlines (American, United, JetBlue, Delta, Air Canada, WestJet and British Airways) operate scheduled year-round or seasonal services to and from US, Canadian and UK cities.

The Airport Redevelopment Project is integral to the economic revitalization of Bermuda.

The redevelopment of the L.F Wade International Airport will provide a state of the art terminal facility with the following characteristics:

- **Ground Level – 182,000 ft² (17,000 m²)**
  Will house the new Departures Hall, Passenger Check-in Counters and Kiosks, Outbound Baggage and Passenger Screening, US Preclearance, Arrivals Concourse, Bermuda Customs & Immigration, Duty Free, Specialty Retail, Food & Beverage, Outdoor Terrace, Arrivals VIP, ATMs, Concierge, Information and other services.

- **Second Level – 127,000 ft² (12,000 m²)**
  Will house separate US Departures and International Departures Hold Rooms, Duty Free & Specialty Retail, Food & Beverage, Outdoor Terraces, VIP Lounges, ATMs and other services.

- **Airfield and Apron**
  The taxiways and apron will be reconfigured and expanded to provide additional flexibility and space for aircraft operations.

**Objectives**

In issuing this Request for Proposals (“RFP”), SKYPORT is seeking:

- To identify partners for the design, development and operation of a world class advertising concession in Bermuda’s “showcase” twenty-first century airport
- Fresh, contemporary concepts
- Innovative and dynamic advertising programs
- Uncompromising operating standards, particularly in the provision of high-quality services and equipment
- Programs that will support airport goals and use a range of media including but not limited to digital signage; lightbox displays; airport television commercial insertions; experiential marketing; wall wraps and sponsorships

**Concession Opportunity**

SKYPORT is offering the Advertising Concession to be designed, developed and operated by a single proponent with locations throughout the new PTB.
Guiding Principles for the Advertising Concession

The quality of the new terminal’s Advertising offer must be consistent with SKYPORT’s commitment to providing an uncompromising high standard of airport services. Successful proponents will work together with SKYPORT in pursuit of the following common objectives:

- To provide innovative and entertaining advertising concepts to passengers, employees and visitors at the Airport and at the same time optimise this revenue source
- Ensuring that advertising initiatives are low clutter environments and do not obstruct, overpower, divert attention from or otherwise interfere with airport directional signage and airport operations
- Complement the L.F. Wade International Airport and Bermuda environments while ensuring synergy with other existing airport services
- Market research and customer behavior analytics
- To incorporate themes and content reflecting a Bermudian sense of place

Those parties interested in working with SKYPORT to achieve these objectives are encouraged to further explore the opportunity presented in this RFP.

Overview of Advertising Locations Available

All locations available within the new Passenger Terminal Building ("PTB") are shown on drawings as set out in the Design Criteria Manual and draft Advertising Concession Contract, available to participating proponents on request from Skyport (on confirmation of participation in this RPF). Referential floorplans include:

1. Ground Level- Landside/Public Area/Post Security/Arrivals Airside
2. First Level- Airside/Post Security U.S. and International Departures Hold Rooms
Financial Requirements
The financial capacity and capability of prospective concessionaires is important to SKYPORT. Proponents are requested to provide SKYPORT with information that addresses the following criteria:

- Successful proponent(s) will be required to pay a Minimum Annual Guarantee (MAG) or Percentage(s) of Gross Annual Revenue (Percentage Concession Fee) for each Concession year, whichever is greater, by location.

- Proponents are required to propose the MAG and Percentage Concession Fee. MAG and Percentage Concession Fee may be subject to negotiation with the successful proponent after award. Concession Fee schedules should reflect anticipated growth in sales, as well as an increase in spending due to marketing, good management practices, etc. (see Schedule D in Part C)

Sustainability
SKYPORT is committed to developing and maintaining Bermuda’s airport in a sustainable manner. We believe it is our duty to protect the environment and support local communities by fully integrating sustainable practices in everything we do. Through our commitment, we encourage our advertising partners to implement sustainable initiatives and support local communities while maintaining the ability to deliver superior products and services to airport customers, employees and the wider public.

Concessions Contract
Successful proponents will be required to enter into an airport Advertising Concession agreement, draft version of which is provided in Part D attached. Proponents should familiarize themselves with the content of Part D. SKYPORT is prepared to consider minor modifications to the commercial agreement format, however proponents should note in their proposals any suggested or required modifications to the draft agreement, as well as any additional terms and conditions to be discussed or negotiated.

Additional Costs
The successful proponent(s) can expect to incur additional costs, including:

- **Construction and Fit-out**
  The successful proponent shall be required to construct and fit-out the concessioned premises at its sole expense and subject to SKYPORT’s approval and supervision. The provision, installation and maintenance of all and every kind of equipment, materials, decoration, display cases, supplies, articles and items for the operation of the advertising display concession will be at the expense of the selected proponent.

- **Storage/Office Space**
  If the successful proponent(s) elects to lease additional administrative or storage space, the space will be made available at the then current PTB space rental rate for that applicable class of space. Space availability is limited and is on an “as available” basis. SKYPORT will make every effort to accommodate the proponent’s requirements. A separate lease(s) will apply to any additional space.
• **Services and Utilities**
  The successful proponent(s) will be responsible for all utility services and connections within their concessioned premises, including but not limited to: water, gas, electricity, ventilation and fume extraction, refrigeration, and fire suppression (outside of base building sprinkler systems). Where gas, electrical and water consumption is required for the operation of concessions, the successful proponent(s) will be metered and billed by SKYPORT for their consumption, subject to an administration fee. In the event a given location is not metered, the successful proponent(s) will be charged a utility fee, calculated based on estimated usage for given location and operation.

  SKYPORT will provide concessionaires’ telephone and internet connectivity at market rates (details to be defined).

• **Waste Disposal and Recycling**
  The successful proponent(s) will be responsible for providing garbage containment for daily requirements within the concession space and removal as directed by SKYPORT.

• **Employee Parking**
  Successful proponent(s) will be responsible for their employee parking requirements. Rates are subject to agreement with SKYPORT.

• **Property Taxes**
  Any property tax assessed by the Bermuda Government is the responsibility of the concessionaire.

• **Security Deposit and Insurance Requirements**
  Successful proponents will be required to provide to SKYPORT a security deposit in the amount of 3 months of MAG Concession Fee prior to occupancy of the concessioned areas.

  The successful proponent will be required to obtain and provide proof of insurance, including but not limited to, comprehensive general liability insurance covering property damage, bodily injury liability, contractual liability, non-owned automobile liability and owners’ and contractors’ protective insurance coverage with respect to the concessioned areas. Coverage to include the activities conducted by the concessionaire and any other person on the concessioned areas, and by the concessionaire, those for whom concessionaire is in law responsible and any other person performing work on behalf of concessionaire in any other part of the Airport.

  Such policies shall have inclusive limits of at least five million dollars ($5,000,000.00) for each occurrence involving bodily injury, death or property damage, or such higher limits as SKYPORT may from time to time reasonably require. Every policy shall contain a provision that written notice of cancellation or material change shall be provided to SKYPORT.

• **Marketing Fund (1% of gross sales)**
  The successful proponent(s) will be invited to contribute to a concessions marketing/promotions fund held and managed by SKYPORT, the purpose of which will be to promote advertising at the Airport. SKYPORT will consult with the advertising concessionaire on the best way to utilize these funds.
Part B

PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

1. All submissions must be complete, detailed, clear and organized. Proponent(s) should consider and cover the following points when developing the RFP submission.

- Name of proponent, proponent’s company/proposed partnership group
- Date and Place of Incorporation
- Head Office Address
- Names and contact coordinates of the owners/shareholders, directors, and principal officers of the proponent, as applicable
- Authorized contact person and their coordinates, including telephone numbers and e-mail
- Description of proponent and proponent’s business, including a brief summary of relevant qualifications and experience
- If applicable, a list of locations where the proponent has operated a similar business
- The Financial Offer, indicating the return SKYPORT may expect should the Concession be granted to the proponent. This should be presented as, but not limited to, the information provided in Schedule D of Part C
- Detailed description of the proponent’s concession concept(s)
- Product categories and pricing proposal. As part of the product pricing proposal, SKYPORT will require a list of comparable locations in the local and international airport advertising markets, as well as a sample list of products to be sold and their respective prices
- All other additional information requested in this RFP

The proposal must clearly demonstrate:

- An understanding of the airport advertising business
- Related business experience and success
- How the proposed concept, design and strategy addresses the tastes and interests of the target markets (passengers, airport community, wider public etc.)
- How the concession concept will act to support the Guiding Principles as described in Part A above, including Bermudian sense of place
Marketing Strategies, Innovation and Concepts

SKYPOR requires that the overall concession program be integrated aesthetically, functionally, and operationally into the architectural and design theme of the Airport facility.

The ability of the proponent to effectively market an advertising display concession is considered to be of prime importance. Additional emphasis be given to new, innovative and entertaining approaches to airport advertising. The marketing proposal should address the following areas:

Aspects of Marketing Strategies

- Overall sales and marketing plan
- Methods of assuring maximum advertising space occupancy
- Methods of soliciting and maintaining advertising contracts
- Advertising display plan with a complete description of the proposed plan, including advertising display equipment and an installation schedule
- Consumer research, including identification and development of various target markets
- Any other relevant information

Capital Investment Plan

2. As SKYPOR will be turning over the concession space to the successful proponent for fit-out on an “as is” basis, proponents should provide a capital investment breakdown. The proponent must establish and state the minimum level which will be spent on capital improvements over the negotiated term.

3. Anticipated fit out schedule, not to exceed 3 months.

Refurbishment Plan

4. In addition to the Capital Investment Plan, each successful proponent will be required to submit a Refurbishment Plan, inclusive of a Refurbishment budget and schedule, to ensure that the Advertising Concession is maintained to the highest quality, and in accordance with SKYPOR standards over the term of the concession period. Successful proponent(s) will be required to refurbish concession spaces to SKYPOR’s standards if the concession is renewed for an additional term.
Operating Strategy

5. A comprehensive plan of all intended operating strategies must be included with the proposal covering, at a minimum, the following items:
   - Corporate operating philosophy and policy
   - Proposed management team and structure for set-up and ongoing operation of the concession
   - Potential or proposed airport and community advertising opportunities within the scope of concepts and initiatives
   - Service plans (e.g. relocations, installations and removals)
   - Availability of and time required for replacement displays
   - Plans for periodic cleaning and maintenance of advertising displays
   - Schedule for visual and functional inspections of displays
   - Procedures for reported equipment problems including to whom reports are to be made, hours that problems can be reported and maximum response time
   - Any other relevant information

Financial Capability

6. The proponent(s) shall include the following financial information with the proposal submission:
   - Audited financial statements for the past two (2) years
   - If the proponent is a wholly-owned subsidiary, financial information of the parent company
   - If the proponent will be a franchise, partnership or joint venture, the financial information of the franchisee, each partner or joint-venture
   - Banking references
   - The names, addresses and telephone numbers of three current business credit references

7. Financial Offer
   - Successful proponent(s) will be required to pay the greater of a MAG rent or the Percentage(s) of Gross Annual Revenue for each year of the concession agreement

8. Financial Projections and Sales Estimates
   - Proponents are requested to provide an estimate of revenues and expenditures for the concession in a proforma format
   - Where possible, revenues shall be detailed by major product lines. Expenses shall be broken down into the following categories: operating costs, cost of goods sold, wages and salaries, interest, insurance, advertising, depreciation and other expenses (before rent and taxes)
   - All assumptions supporting the financial projections should be stated. The financial projections should be based on reasonable and realistic best estimates with respect to future operating results
Proposal Delivery

9. Interested proponents are invited to submit three paper copies and one electronic version in Adobe PDF format of their Proposal. Financial Exhibits (electronic copies) will be accepted in Microsoft Excel format as well. Proposals are to be delivered to:

Carrie Thatcher
Commercial Manager
Bermuda Skyport Corporation Limited
LF Wade International Airport
3 Cahow Way
St. George’s DD 03
Bermuda

Deadline for Submission

10. Submissions must be received at this location by 2:00 p.m. local Bermuda time (AST) on Tuesday, July 30, 2019 (the “Proposal Submission Deadline”). Proposals received after the date and time specified for closing may not be accepted. Emailed proposals will NOT be accepted.

11. Each submission must be complete, detailed, clear and organized. Proposals shall be dated and signed by one or more duly authorized signing officers of the proponent. Signatures shall be in original handwriting.

Briefing Session

12. Interested proponents are invited to attend a briefing session at 3:00 p.m., local Bermuda time on Wednesday May 22, 2019 at L.F. Wade International Airport

13. Although attendance at the briefing is not mandatory, it is highly recommended.
Proposal Evaluation and Weighting

14. Evaluation of the Proposals, in the best overall interest of SKYPORT, will be based on, but will not be limited to the following criteria:

a. Organizational Data/ Business Information 15%
b. Concepts, Design and Facility Plan 25%
c. Operating Strategy, Marketing, Pricing and Customer Service 30%
d. Financial Capability/Financial Commitments/Rent Consideration 30%

Total 100%

15. In addition, the Proposal evaluation may include:

- Questions for the purpose of clarification
- Invitation to the proponents to make a presentation to SKYPORT, if required
- A site visit to a similar concession operated by the proponent
- References
- Request for a Best and Final Financial Offer from proponent

Note: It is SKYPORT’s practice not to release any proponent’s evaluation results, whether they are successful or not.

Enquiries

24. All enquiries regarding this RFP should be directed in writing or by email to:

Mrs. Carrie Thatcher
Commercial Manager
LF Wade International Airport
3 Cahow Way
St. George's, DD 03
Bermuda
cthatcher@skyport.bm

SKYPORT may provide additional information, clarification or modification in the form of a written addendum. SKYPORT will not be bound by any oral or other informal communication not covered by written addendum. All questions and answers will be provided to all proponents.
Table 1: Procurement Schedule

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<tr>
<th>ACTIVITY</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Issue RFP</td>
<td>April 25, 2019</td>
</tr>
<tr>
<td>Briefing Session</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>Submission of Written Questions</td>
<td>June 4, 2019</td>
</tr>
<tr>
<td>Written Response to Questions</td>
<td>June 14, 2019</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>July 30, 2019</td>
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<tr>
<td>Oral Presentations/Interviews</td>
<td>August 14 &amp; 15, 2019</td>
</tr>
<tr>
<td>Preferred Proponent Selection</td>
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Part C
GENERAL INSTRUCTIONS

PROPOSAL DOCUMENTS
1. The following are the proposal documents:
   a. The RFP, as amended, identified as:
      Part A - Scope
      Part B - Proposal Submission Requirements and Evaluation Criteria
      Part C - General Instructions to Proponents
      Part D - Form of Agreement
      Any addenda issued prior to the Proposal Submission Deadline
   b. The proponent's completed and signed proposal.
2. Submission of a proposal constitutes acknowledgement that the proponent has read and agrees to be bound by all the above proposal documents.
3. The proposal shall remain open for acceptance by SKYPORT for a period of 180 days from submission.
4. If the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture.
5. Proponent's proposals should completely and thoroughly address each element of the requirements enumerated under the heading “Project Evaluation and Weighting” in Part B of this RFP. It is essential that the elements contained in the proposal be stated in a clear and concise manner, following the prescribed structure and format.
6. Each responsive proposal received will be reviewed, evaluated and rated by SKYPORT in accordance with the evaluation criteria and weight factors set out in this RFP.

RESPONSIVE PROPOSALS
7. A complete proposal with supporting information is required to allow proper evaluation to be conducted. To be considered responsive, a proposal should meet all of the mandatory requirements set out in this RFP.
8. Submissions delivered after the Proposal Submission Deadline and time may not be considered.
9. A proponent may be deemed to be ineligible for selection if the performance of the proponent on other contracts or concessions is sufficiently poor to jeopardize the successful completion of the requirements which are the subject of this RFP.
SUBMISSION OF PROPOSAL

10. It is the proponent's responsibility to:
   a. submit a completed, signed proposal on or before the Proposal Submission Deadline; and
   b. direct proposals only to the designated office identified in Part B of this RFP.

11. Proposals must be based on the Scope described in Part A of this RFP. It is the responsibility of the
    proponent to obtain clarification of any terms, conditions or technical requirements contained in this RFP.

12. Timely and correct delivery of proposals to the designated office is the sole responsibility of the proponent. SKYPORT will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent.

13. All RFP submissions become the property of SKYPORT and will not be returned to the proponent unless a written request to withdraw is received prior to the Proposal Submission Deadline.

14. This RFP does not constitute an offer. No agreement shall result upon submission of a proposal. SKYPORT shall not be under obligation to enter into any agreement with any proponent in connection with this RFP, and any subsequent responses received.

15. Proposals that contain qualifying conditions or otherwise fail to conform to these general instructions may be disqualified or rejected.

16. Any costs incurred by proponents in the preparation and submission of their proposal, and any subsequent negotiations, meetings or presentations, are solely the proponent's responsibility.

17. Proponents shall examine all documents relating to this RFP and make independent judgment 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 the proponent did not understand the conditions of the Request for Proposal.

18. SKYPORT may provide additional information, clarification or modification by written addendum which shall be incorporated into and become part of this document. SKYPORT shall not be bound by oral or other informal explanations or clarifications not contained in such written addenda.

19. Proponents must ensure that no representative of the proponent extends entertainment, gifts, gratuities, or special services, regardless of value, to an employee of SKYPORT or to members of its board of directors.

20. Each proponent, by submitting a proposal in response to this RFP declares that (a) the proposal is not made in connection with any other proponent submitting a proposal for the same services and is in all respects fair and without collusion or fraud; and (b) unless otherwise detailed in its proposal, to the best of the proponent's knowledge, no SKYPORT employee or member of SKYPORT's board of directors has any personal or beneficial interest whatsoever in the services offered by the proponent itself or any parent or subsidiary firm.
21. Each proponent, by submitting a proposal in response to this RFP, agrees that SKYPORT will have no liability or obligation to any proponent under any circumstances including without limitation whether pursuant to contract, tort, law, equity or any actual or implied duty of fairness for any costs, expenses, claims, losses, damages or liabilities (“Claims”) incurred or suffered by any proponent as a result of or related to any one or more of this RFP, the preparation, negotiation, acceptance or rejection of any conforming or non-conforming proposal, the rejection of any proponent or the cancellation, suspension or termination of the RFP process, and by submitting a proposal each proponent shall be conclusively deemed to waive and release SKYPORT and its employees, contractors, consultants and agents from and against any and all such Claims.

22. The prior written approval of SKYPORT will be required before the proponent makes any statement to the press or issues any material for publication to any media of communication pertaining to discussions and/or negotiations regarding this RFP and/or any proposals or contracts which may result.

23. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. SKYPORT makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely, or that such information accurately represents the conditions that would be encountered at the SKYPORT site and its vicinity, now or in the future. The furnishing of such information by SKYPORT shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of this RFP by submitting a response to SKYPORT, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold SKYPORT, or any other third party who prepared a report for SKYPORT, liable or responsible therefore in any manner whatsoever.

24. Title to and ownership of confidential information and all related materials and documentation contained in this RFP will remain with SKYPORT. Nothing contained herein shall be construed as granting or implying any transfer, assignment or license of rights in this RFP or any information contained in this RFP to any proponent, including any copyright or other intellectual property rights in or relating to this RFP and the information contained in this RFP.

25. The successful proponent(s) shall be solely responsible for all matters relating to taxes, insurance, employment insurance, workplace safety, leave, remuneration, discipline and all licenses and permits which may be or may become required to perform the work resulting from this RFP.
ENQUIRIES

26. Any questions or requests for clarification during the solicitation period must be submitted in writing to SKYPORT. Responses will be sent by SKYPORT to the individual requesting the information, who will be responsible for internal distribution as required within the proponent’s own team.

27. To ensure equality of information provided to proponents, answers to significant enquiries will be forwarded to each proponent.

28. Questions or requests for clarification must be submitted in writing as early as possible. Enquiries should be received no later than three working days prior to the Proposal Submission Deadline.

29. Proponents using any facsimile or e-mail transmission to make inquiries relative to making a proposal assume the entire risk that such inquiries will be properly received by SKYPORT, on time or at all, and that all other requirements herein will be satisfied.

REVISION OF PROPOSAL

30. A proposal submitted in accordance with these requirements may be amended by letter provided the revision is received at the office designated for the receipt of proposals, on or before the Proposal Submission Deadline. The revision must be on the proponent’s letterhead or bear a signature that identifies the proponent, and must clearly identify the changes to be applied to the original proposal. The revision must also include the information about the proponent requested in Part B of this RFP.

ACCEPTANCE OF PROPOSAL

31. SKYPORT reserves the right to negotiate for the modification of any single proposal, to seek clarification of the contents of any proposal submitted or to require a proponent to submit further documentation, and to waive requirements of this RFP at its sole discretion.

32. SKYPORT may meet with one or more proponents to discuss aspects of their respective proposals. SKYPORT may require proponents to submit supplementary documentation clarifying any aspect of their proposals and seek the respective proponent’s acknowledgement of that interpretation. However, SKYPORT is not obliged to seek clarification of any aspect of any proposal. The supplementary documentation accepted by SKYPORT and written interpretations which have been acknowledged by the affected proponent shall be considered as part of its proposal.

33. SKYPORT will consider all proposals as confidential, subject to the provisions of any disclosure requirements imposed by law. SKYPORT will, however, have the right to make copies of all the proposals received for its review process and to provide such copies to its staff, advisors and representatives. Proponents must not disclose any details pertaining to its proposal to anyone not specifically involved in its proposal without the prior written consent of SKYPORT.
34. Proponents are requested to identify any portion of their proposal that is confidential and contains sensitive business information or trade secrets.

35. SKYPORT does not bind itself to accept any proposal. SKYPORT reserves the right to accept the proposal which, in SKYPORT’s sole opinion, is deemed the most advantageous to SKYPORT. SKYPORT reserves the right to accept any proposal in whole or in part and to discuss with any proponent different or additional terms to those envisaged in this RFP or in the proponent’s proposal. SKYPORT may, in its sole discretion:
   - reject any or all proposals;
   - accept any proposal;
   - waive any requirement of this RFP in its sole discretion;
   - cancel this RFP at any time at its sole discretion;
   - if only one proposal is received, elect to accept or reject it;
   - negotiate with one or more proponents to adjust the content of their proposal to better meet SKYPORT’s requirements;
   - alter the timing, this RFP process, procedures or objective of the project or any other aspect of this RFP.

IDENTITY OR LEGAL CAPACITY OF THE PROONENT

36. In order to establish the legal capacity under which a proponent proposes to enter into a contractual arrangement, any proponent who carries on business in other than its own personal name shall, if requested, provide proof of the legal capacity under which it carries on business prior to the contractual arrangement being entered into. Such proof may be in the form of a copy of the articles of incorporation or a copy of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

LAW AND FORUM

37. This RFP process and the contract resulting from it shall be governed by and construed in accordance with the laws of Bermuda.

DEBRIEFING

38. There will be no debriefing for unsuccessful proponents as a result of this RFP.

EMPLOYEES

Approximately 1,600 jobs are attributable to the Airport, either staff employed directly by companies operating at the Airport or by service providers to SKYPORT and other entities operating at the Airport.

VISITORS

Over 1 million people visit the airport each year, including passengers, meeters and greeters, and well-wishers.
REQUEST FOR PROPOSALS
AIRPORT CONCESSIONS OPPORTUNITY

SCHEDULE B - ADVERTISING MAP FIRST LEVEL
### SCHEDULE C
AIRPORT MARKET INFORMATION

#### HISTORICAL PASSENGER COUNTS
(INCLUDES ENPLANEMENTS AND DEPLANEMENTS)

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<th>2016</th>
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<td>US</td>
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#### PASSENGER SEASONALITY (2016)

![Passenger Seasonality Graph (2016)](image-url)
SCHEDULED AIR SERVICE

**United States**
- Atlanta, GA (ATL)
- Boston, MA (BOS)
- Charlotte, NC (CLT)
- Miami, FL (MIA)
- New York, NY (JFK)
- Newark, NY (EWR)
- Philadelphia, PA (PHL)
- Washington DC (DCA)

**UK & Canada**
- London, ENG (LGW)
- Toronto, CA (TOR)

Airlines

- Air Canada
- American Airlines
- British Airways
- Delta Airlines
- JetBlue Airlines
- United Airlines
- Westjet
## SCHEDULE D

**FINANCIAL PROPOSAL**

Please complete the table below for each location in your proposal submission.

Note: the annual Concession Fee for each location will be either the MAG (paid in 12 monthly installments) or the % of Gross Sales, whichever is higher. A reconciliation (and adjustment as necessary) will be made at the end of each Concession year to determine whether the MAG or % of Gross Sales applies.

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<th>LOCATION #</th>
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PART D – FORM OF AGREEMENT

CONCESSION AGREEMENT

The successful proponent(s) resulting from this RFP will be required to enter into a concession agreement, a preliminary draft version will be provided in due course.