

Nassau Cruise Port Ltd.

Request for Proposal (RFP) for Food & Beverage, Pool and Entertainment Operations Management at Nassau Cruise Port

Release Date:

March 1, 2024

Deadline for Submission of Questions/Requests for Clarification:

Submit all questions and requests for clarification in writing to: tender@nassaucruiseport.com by no later than 5:00 p.m. on March 15, 2024

Requests for Proposal Due Date:

no later than 5:00 p.m. on April 4, 2024

RFPs should be submitted to via email:

Attn: CEO and Director Shorex Development
Nassau Cruise Port Ltd
tender@nassaucruiseport.com

I. GENERAL

A. INTRODUCTION

Nassau Cruise Port Ltd (“NCPL”) is soliciting proposals from highly experienced international food & beverage and entertainment operators, specializing in servicing cruise guests, hotel patrons, and local visitors for Food & Beverage, Pool and Entertainment Operations Management, at the Nassau Cruise Port.

B. BACKGROUND

1. Nassau Cruise Port

Nassau Cruise Port, Nassau’s international cruise gateway, has been transformed into one of the great waterfronts of the world through a \$300 million redevelopment project. This exciting transformation which is defined as phase 1, includes the construction of a new terminal building, a Junkanoo museum, event & entertainment spaces, a 3,500-person Amphitheatre, a taxi dispatch center, unique local stores, and new food and beverage facilities. With an unwavering commitment to fostering economic growth, through innovative development and an emphasis on authentic Bahamian experiences, nestled within our port are over 55 Bahamian businesses, each a vibrant showcase of indigenous crafts and products.

The heartbeat of Nassau Cruise Port is a workforce of over 600 dedicated Bahamians driving our vision forward.

The crown jewel of our waterfront, the Amphitheater, stands as a testament to our destination's allure, consistently attracting diverse visitors and locals with captivating events.

In 2023, Nassau Cruise Port embraced approximately 4.5 million cruise visitors. With projections soaring to over 5.5 million bookings in 2024, the future is radiant with promise.

Aligned with the Bahamas Ministry of Tourism dynamic campaign dubbed Tourism Is Everyone's Business, NCPL's initiatives illuminate a path to augmenting visitor growth, invigorating Downtown, and fortifying an economic impact of over 60% of our nation's GDP.

By developing new experiences, NCPL both promotes and enhances the Nassau destination brand. Destination development serves to increase visitor demand and expenditure while simultaneously increasing the availability of quality family friendly venues for residents to enjoy and encouraging non-disembarking passengers to come onshore and enjoy the destination with a longer stay.

The revitalized port is a beloved cultural and entertainment destination that celebrates the heritage and history of Nassau, which was designated a UNESCO Creative City of Crafts and Folk Arts in 2014. By showcasing the best of the country's "Authentically Bahamian" culture, the port offers a one-of-a-kind experience for all visitors. Nassau Cruise Port also incorporates environmental sustainability into key areas of the project and continues to promote and support environmental protection in partnership with local and international stakeholders.

C. PROJECT DESCRIPTION

1. Objective

Phase 2 projects aim to enhance the downtown area by providing activities and family-oriented entertainment, benefiting local Bahamian families and visitors alike. Primary objectives are to enrich the tourism landscape through experience-based offerings, boosting the phase 1 elements which feature authentic products, services, and food and beverage. Key features include entertainment, food and beverage areas such as the Signature Restaurant, branded kids area, pool area, and two bars, all designed to elevate the destination's appeal. Anticipated outcomes include increased Downtown visitor traffic, attracting more hotel guests, benefiting Bay Street businesses and fostering a vibrant local economy.

2. Scope of the Project

1. **Operation and Management of Pool Area:** 21,961 SQFT area must be operated and managed as a pool for all ages and both outdoor, covered dining and bar areas to accommodate families of all ages. The pool area will be constructed by NCPL and delivered as shell and core. Among others, the successful Proposer is expected to invest for a fully operational kitchen that can cater to over 1000 guests at its own cost.
2. **Operation and Management of Two Bars**
 - The TS-H Bar area of 1,912 SQFT will be delivered excluding kitchen and other amenities which will be fitted by the successful Proposer at its own cost to accommodate all demographics. The successful Proposer will be required to

reimburse the costs of fit-out already invested by NCPL amounting to US\$ 650,000 at the signing of legal documentation.

- The TS-A Bar area of 1,034 SQFT will be delivered as is, and will be designed, built, and fitted by the successful Proposer to accommodate all demographics.

3. Operation and Management of Signature Restaurant

- A 6,500 SQFT restaurant will be delivered as shell and core and kitchen and other amenities will be fitted by the successful Proposer at its own cost. This restaurant will be a high-end establishment catering to cruise guests, hotel guests, and locals alike. The design and menu to be carefully crafted to create a unique and inviting Bahamian dining experience.

4. Development of a Branded Kids Area

- An empty parcel of land with a 15,516 SQFT area will be delivered to the successful Proposer and the successful Proposer will build, develop, fit-out and manage the entertainment operations with a special focus on family-friendly activities in partnership with a well-known internationally recognized family entertainment brand.

In addition to the above, the successful Proposer will carefully design F&B menus, service, and operations to provide an authentic Bahamian experience. This will include incorporating local flavors and culinary traditions to create an immersive and unique dining experience.

The F&B operations will also place a strong emphasis on sustainability, health, and environmental responsibility. In line with our commitment to accessibility and inclusivity, the operation's design, operations, and maintenance must fully comply with ADA requirements.

The successful Proposer will be expected to deliver the following:

- Develop and manage entertainment operations at the pool area, restaurant and bars with a special focus on family-friendly activities,
- Develop and manage the branded kids area in partnership with well-known internationally recognized family entertainment brands for kids.
- Oversee beach club and pool operations, including hiring, training, and managing a large workforce of employees.
- Implement effective branding and marketing strategies tailored to multi-demographic clients for F&B and entertainment operations.
- Proven track record in successfully developing, designing, building, and managing venues appealing to various demographics with annual revenue surpassing \$100 million.
- Maintain the highest standards of customer safety and demonstrate a consistent record of safe operations.

- Deep understanding of local market preferences and an ability to cater to specific needs of cruise guests, hotel patrons and local visitors.
- Adherence to sustainable practices, focusing on eco-friendly and energy-efficient operations.
- Implementation of strict safety protocols to protect the well-being of both guests and staff.
- Maintain world-wide liability insurance coverage with a limit of at least \$5 million.
- Conceptualize, strategize, and implement plans for the architectural design and setup of venues.
- Drive consumer traffic into Nassau Cruise Port through global marketing campaigns and cruise and hotel marketing.

II. RFP QUALIFICATIONS AND RESPONSE TIMELINE

A. QUALIFICATIONS

The enclosed guidelines have been developed as criteria against which proposals will be judged. Proposers should submit a proposal to cover all project areas as shown in Exhibit 1 “Project Location & Map”. Submissions must consider all venues. Submissions which exclude or omit one or more of the venues described under “Scope of Project” section will be rejected. NCPL will evaluate each proposal on its merits. Once written proposals are reviewed, selected Proposers may be requested to make oral presentations to the tender committee.

Proposers are required to submit a detailed proposal for all project areas that includes:

- a per pax rent in US\$ payable to NCPL for every embarking and disembarking passenger on a home port operation and/or turnaround operation and every passenger arriving on a port of call operation/in-transit at Port based on the cruise ship’s manifest, whether or not such passenger disembarks (“Passenger Movement”) and a percentage rent in US\$ to be calculated by deducting VAT (if applicable) from gross sales per month generated from the operation of the project area at the Port by the successful Proposer pursuant to the Agreements. The rent to be payable under the Agreements shall be the greater of the per pax rent and the percentage rent payable in the manner defined under the Agreements. For the purposes of the per pax rent, the following shall not be considered as a Passenger Movement: passengers arriving in or embarking from a cruise vessel that has called Nassau Cruise Port due to medical emergencies, safety reasons, diversions for technical or mechanical issues, or diversions due to regulatory requirements.
- An overview of at least 20 + years of experience in F&B and entertainment operations, either locally and/or internationally.
- Documented evidence of expertise in providing family-oriented entertainment at cruise

ports, airports and hotels – in particular demonstration of understanding the unique operational requirements of a cruise port, airports and hotels as well as gaining insight into the preferences and expectations of the cruise and travel demographics.

- Demonstration of the knowledge of Health, Safety, and Environment (HSE) regulations and practices relevant to cruise operations.
- Demonstration of The Bahamas Experience – understanding of the regulatory framework and business environment specific to The Bahamas, including permitting processes, tax regulations, and labor laws and familiarity with the cultural, social, and economic dynamics of The Bahamas, including local customs, traditions, and consumer preferences.
- Case studies or references showcasing partnership experience with reputable family and entertainment brands.
- A detailed approach to managing global demographic clientele, with an emphasis on beach club and pool experiences.
- A summary of prior successful project developments, venue designs, and operational strategies suiting diverse demographic needs.
- Documentation proving a track record of upholding high standards of customer safety in operations.
- An explanation of the methodologies employed to ensure sustainable and eco-friendly practices are in place.
- A comprehensive risk management strategy, including evidence of current \$5 million insurance coverage.
- A portfolio of previous work that demonstrates understanding and execution of local customer preferences.
- Proposed team structure, complete with roles, responsibilities, and experience levels of key personnel.
- A portfolio of existing global marketing plans targeting various consumer segments to include cruise passengers.
- Number of full time and part time personnel to be employed by venue defined under the scope of project.
- Copies of the last 3 full years' financial statements showing the financial strength and capabilities of the Proposers – if available, audited financial statements will be submitted.

- A certificate of good standing issued by the commercial registrar or equivalent governmental entity in the jurisdiction of incorporation of the Proposer.
- A bank reference letter from a reputable bank in the country of jurisdiction of the Proposer confirming financial strength of the Proposer.

B. LEGAL DOCUMENTATION

The final terms of a Proposer's appointment will be contained in a binding lease agreement for each project area, which will be signed in form and substance satisfactory to NCPL ("Agreement"). A copy of NCPL's template agreements for project locations can be requested via email from tender@nassaucruiseport.com. Should a Proposer have comments with respect to any terms and provisions of the Agreement, specific written comments with the exact proposed language must be submitted with the Proposal.

The Agreement provides, among others, (a) delivery of a parent company guarantee from a company with good financial standing and (b) the delivery of a security deposit in an amount equal to the anticipated first full year's rent based off of the Passenger Movement for the twelve (12) month period prior to signing date of the Agreement. The security deposit will be satisfied by the delivery of an irrevocable, unconditional, and payable upon first demand bank letter of guarantee or letter of credit in form and content set out in the Agreement or in other substantially similar form and content issued by a reputable banking institution based in The Bahamas or the United States of America reasonably acceptable to NCPL.

Any comments to the Agreement submitted will be reviewed during the evaluation of the Proposals. Proposers should note that comments must not exceed a total of one (1) page, double sided in twelve (12)-point font. Modifications to the Agreement based upon comments received with Proposals will be at NCPL's sole and absolute discretion. NCPL is under no obligation to make any modifications to the Agreement based upon comments submitted. NCPL will only consider comments to the Agreement which are included in a Proposal, no additional comments to the Agreement will be considered following the award of any spaces, except for any change for compliance with the applicable law and/or necessitated as a result of discovery of conflicts, errors, omissions or discrepancies in this request for proposal. By submitting a Proposal, the Proposer confirms and acknowledges that it will sign the Agreement if it is awarded with the tender.

C. RESPONSE TIMELINE AND SCOPE

This RFP provides specific instructions and administrative requirements and conditions regarding the proposal.

All interested and qualified parties are requested to submit one (1) electronic copy of the proposal via email to the attentions of: CEO and Director Shorex Development of Nassau Cruise Port Ltd at tender@nassaucruiseport.com.

Proposals must be submitted by 5:00 p.m. on April 4, 2024. All proposals should adhere strictly to the criteria outlined herein. Late submissions will not be considered.

Responses to information requested in Section II.A must be complete and submitted in the order requested below:

A. Cover letter. Each Proposer must submit a cover letter executed by an authorized representative of the Proposer who is empowered to bind the proposing entity.

B. Written Proposal. Each Proposer must submit a written proposal containing all required information hereunder and additional information below:

1. Proposed Food and Beverage Concept/Utilization and Capital Investment

- a) Each Proposal should include the Proposer's concept and utilization of existing space and assets. NCPL is looking for the most creative, attractive and efficient utilization of existing space. This should include rendering/conceptual drawings showing floor plan, elevations and sections of the proposed improvements to the space and a presentation by the Proposer showcasing initial visual concepts at a high level, enclosing the look & feel, incorporating branding and exterior design elements. To the extent possible, details of branding, signage and any proposed video/digital menu boards or other decor should also be included.
- b) Proposals should include justification for the proposed concept, explaining the strength of the concept, how it relates to the customer mix and how it complements the existing food and beverage offerings in the downtown and Prince George Wharf area.

2. Operations/Management Plan

Each Proposer must submit the following information with regard to how the operations will be managed:

- a) Operational plan must be strong with a comprehensive description of the strategic mode of operation and use of the premises with emphasis on the type and means of services to be provided:

Staffing Plan

- i. Organization chart for the proposed operations, including all personnel to be involved in all aspects of the operation and the reporting structure for such personnel.
- ii. Resumes for proposed management staff.
- iii. Staffing plan to include number of employees and shifts by job classification to cover the operating hours and seasonal business variations (management and non-management).
- iv. An outline of the employee dress code and images of the proposed uniform programme.

- v. Owners of the business and all personnel will be subject to background (and if necessary health) checks and persons with criminal records will not be eligible for a NCPL issued ID.
 - vi. Successful Proposer must comply with the health and safety standards as outlined by NCPL. A copy of these standards will be supplied to the successful Proposers and NCPL reserves the right to require the successful Proposers to provide proof that said standards are being adhered to.
- b) Senior Management Presence
The amount of time that senior manager(s) are present at the facility to observe the operation, make decisions, train staff and to contribute to improving operational and customer service experience.
- c) Customer Service Philosophy/Programmes
- i. A description of the Proposer's goals with regard to customer service.
 - ii. Training programmes to be employed to achieve customer service goals.
 - iii. Source of management and non-management labour.
- d) Cash Control System. A description of the proposed cash control system, including the make and model of cash register or point of sale equipment.
- e) Sanitation. The philosophy and plan for maintaining sanitation standards at the facility.
- f) Facility Maintenance Plan. A description of the plan for maintaining the facility in accordance with the requirements of the agreement.
- g) Transition plan. The Proposer's plan for the facility and a tentative schedule and plan for the commencement of operations, including the anticipated concept design and construction period, staffing and training.

3. Marketing Plan

Each Proposer must submit the following information with regard to the marketing plans for the operations:

- a) The Proposer must have a strong marketing and promotional plan to launch the operations and sustain awareness and desire for its operations. If possible, please indicate the budget anticipated to be spent on marketing initially and ongoing on an annual basis. If possible, please indicate if a professional marketing agency will be used or if marketing of the leased spaces will be done in-house by the Proposer.
- b) A proposed signage plan for the location, in accordance with the NCPL signage package to be provided.
- c) Visuals of the proposed branding for the concept

- d) Proposed employee discount and awareness programmes.
- e) Procedures to be implemented to ensure quality control.

To facilitate the most efficient, comprehensive and objective review and comparison of proposals, it is necessary that all submissions conform to the prescribed format. Proposals submitted in response to this RFP must meet all requirements outlined in this section and must be received at the address indicated by the date and time specified to be accepted by NCPL.

D. FURTHER INSTRUCTIONS AND DISCLAIMER

1. Please review the RFP package upon receipt to ensure that you have in your possession all of the necessary documents. If you find that any documents or pages are missing from the package, you should notify NCP by via email at tender@nassaucruiseport.com to obtain a complete package.
2. NCPL will not be responsible for any oral instructions given regarding the completion and submission of any proposal.
3. All questions and requests for clarification related to the opportunity outlined herein are to be made in writing to tender@nassaucruiseport.com by no later than 5:00 p.m. on March 15, 2024. Questions and requests made formally or informally, through other channels, will not be answered and may be interpreted as circumventing the outlined process.
4. NCPL shall have the sole and absolute discretion to respond to any written requests for clarification as submitted pursuant to this section. Clarification appendices, if any, shall be distributed to all parties on the distribution list for the RFP.
5. The agreements, if awarded, shall be awarded by NCPL to the successful Proposer who, in NCPL's opinion, best meet the requirements as specified in this proposal package.
6. Qualifications of each Proposer will be determined from the information furnished by the Proposer in the proposal documents, from the information submitted by the Proposer at any interview, and from other sources which NCPL considers credible. An award will not be made until after such investigations as are deemed necessary are made regarding the experience and financial responsibility of the Proposer. Each Proposer by submitting its proposal expressly agrees to and permits such investigation. The final selection will be made on the basis of NCPL's evaluation of the Proposer's overall ability to finance, operate, and manage the Agreements to be awarded. NCPL reserves the right to accept or reject any and all proposals, to waive irregularities or technical deficiencies, to change or add to the screening criteria at any time during the screening process and to negotiate any desired change in the proposal which, in the judgment of NCPL, best meets its requirements.
7. A Proposer may withdraw its proposal prior to the time set for receipt of proposals, provided its request is in writing and is received by CEO and Director Shorex Development of Nassau Cruise Port Ltd at tender@nassaucruiseport.com, respectively, before the date and time set for the receipt

of proposals. After this date and time, no Proposer may withdraw its proposal except with the consent of NCPL in writing. Corrections to errors made by the Proposer in the proposal will not be accepted after submission of the proposal.

8. NCPL reserves the right to reject any and all proposals. NCPL reserves the right, at its sole discretion and for any reason, to award a Lease for all or any portion of the items covered by this solicitation, to conduct further negotiations on commercial terms, if necessary, to reject all proposals or cancel the process at any time without prior notice or without assigning any reasons whatsoever and without prejudice to its right to re-tender at any time in the future.
9. No proposal by telephone or fax or modifications to a proposal by said means will be considered.
10. "Proposer" means the company, corporation, partnership or entity submitting a proposal for all project locations at the Nassau Cruise Port.
11. The bid must be dated and signed by a duly authorized signing authority of the Proposer. Signatures must be in original handwriting.
12. Each proposal must contain the following certification and signature block:

The undersigned agrees and understands that this RFP is not an offer or commitment by NCPL to enter into a definitive agreement and this proposal and all attachments and information submitted herewith constitutes merely an offer to NCPL which NCPL may or may not accept at its sole and absolute discretion. The undersigned further agrees and understands that no action on the part of NCPL, other than duly execution of the Lease with the undersigned, shall constitute acceptance of the undersigned's offer.

The undersigned confirms that any and all information contained in the RFP have been carefully reviewed.

Submission of this proposal, attachments and additional information shall not obligate or entitle the Proposer to enter into an agreement with NCPL for the required services. The undersigned agrees and understands that NCPL is not obligated to respond nor is it legally bound in any manner whatsoever by the submission hereof. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against NCP, its members, officers, employees or agents unless the Lease is signed by a duly authorized officer of NCPL.

The Proposer agrees and acknowledges that any and all information furnished to Proposer by NCPL or gained during inspections are not intended as representations or warranties but are furnished for information only. The Proposer agrees and acknowledges that it has satisfied itself as to the correctness of such information and data and all information and data gained by itself and accepts full responsibility for any use by it thereof. It is expressly understood that the Proposer shall be fully responsible for any deductions, interpretations or conclusions that the Proposer may draw from all information provided by NCPL.

It is understood and agreed that NCPL reserves the right to reject any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further

understood and agreed that NCPL reserves the right to waive any informalities, defects or irregularities in the proposals.

It is represented and warranted by those submitting this proposal that no member, officer or employee of NCPL is directly or indirectly a party to or in any other manner financially interested in this proposal or any subsequent agreement that may be entered into.

Dated this _____ day of _____, 2024.

Signature

Printed Name

Company/Partnership/Business Entity

Position

- 13.** NCPL will assume that all statements in writing, made by persons submitting bids are true, accurate, complete and not misleading. All such statements constitute representations and warranties made to NCPL.
- 14.** Submissions which contain qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, NCPL may elect to retain for consideration (and may elect to accept regardless) submissions 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 NCPL and may be waived by NCPL unilaterally.
- 15.** The evaluation of proposals will be based on the listed evaluation criteria in this document. Any implication that the proposal with the highest financial offer will be accepted, or that any proposal at all will be accepted, is hereby expressly negated. NCPL reserves the right to accept the proposal that it deems most advantageous for the NCPL, and the right to reject any or all proposals for any reason. In no event will NCPL be responsible for the costs of preparation and submission of proposals.
- 16.** Following the evaluation of written proposals, the top scoring Proposers may be selected for further evaluation. Selected Proposers may be invited to attend an interview with the evaluation committee. If this step is used, the Proposer will be given a set time to make a presentation followed by an interactive session with the evaluation committee members. The number of key team members from each Proposer in attendance will be limited and Proposers will be requested to submit a list of attendees and their qualifications in advance of this presentation/interview stage.
- 17.** NCPL reserves the right to negotiate with any Proposer or with another Proposer or Proposers concurrently. In no event will NCPL be required to offer any modified terms to other Proposers. NCPL will incur no liability to any Proposer as a result of such negotiations or modifications. NCPL is under no obligation to reveal to a Proposer how a response was assessed or to provide specific information relating to the decision-making process.
- 18.** NCPL reserves the right to cancel this RFP, modify, amend or change any portion of this RFP

via addendum that will be communicated to the Proposers from time to time and at any time; to reject any or all proposals; to re-advertise for proposals if necessary; to waive minor irregularities and formalities; request additional or supplemental information, negotiate unacceptable provisions incorporated within an otherwise acceptable proposal submitted in response to this RFP, and to accept the bids which offers, in NCPL's sole judgment, the best response to NCPL.

- 19.** Each Proposer submitting a bid acknowledges and agrees, by submitting a proposal that NCPL will have no liability or obligation to any Proposer except only the Proposer, if any, awarded the Lease by NCPL. Each Proposer agrees that if it is not awarded the Agreements, then whether or not NCPL has discharged any express or implied obligation, NCPL will be fully and forever released and discharged of all liability and obligation in connection with this request for proposals. By this document Proposers are so informed, and unconditionally acknowledge that they are fully aware that through an invitation to the submit a proposal, no entitlement whatsoever vests, or will vest in them.
- 20.** This RFP does not constitute an offer. No Agreements shall result upon submission of proposals. NCPL will not be under obligation to enter into any agreements with anyone in connection with this RFP and responses received, nor to pay for any costs incurred in the preparation of proposals submitted in response to this RFP.
- 21.** The successful Proposer will be required to undertake the feasibility of the project locations. NCPL expects the selected Proposer will complete whatever market studies or analysis is needed to come to an independent conclusion on the viability of this project.
- 22.** All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from NCPL for the expenses of preparation.
- 23.** Each Proposer shall, before submitting a proposal, thoroughly examine and assess the requirements and specifications set out in this RFP, the equipment and materials needed, all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements and other circumstances which may affect its Proposal. Each Proposer should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Submission of a Proposal constitutes a representation by the Proposer that it has conducted its own due diligence and is familiar with and accepts all the contents of this document and its appendices.
- 24.** NCPL, its employees, directors, officers and agents make no representation or warranty and shall have no liability to any person, including any Proposer under any law, statute, rule or regulation or otherwise for any loss, damages, cost or expense which may arise from or be incurred as a result of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein.
- 25.** All proposals become the property of NCPL and will not be returned unless a written request to

withdraw is received prior to the submission closing date.

- 26.** Proposals submitted in response to this RFP may contain technical, financial, or other data the public disclosure of which could cause substantial injury to a Proposer's competitive position or constitute a trade secret. To protect this data from disclosure, the Proposer should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and inserting the following notice in the front of its proposal:

NOTICE (SAMPLE)

The data on pages ____ of this proposal identified by an asterisk (*) contain technical or financial information which is to be treated as confidential.

The Proposer requests that such data be used only for the evaluation of the proposal, but understands and agrees that disclosure will be permitted to the extent that Nassau Cruise Port Ltd (NCPL) considers proper under the laws and regulations of the Commonwealth of The Bahamas or if disclosure is required in order to protect NCPL's interests. If the Lease is entered into with this Proposer, NCPL shall have the right to use or disclose the data as provided in the Agreement, unless otherwise obligated by law.

NCPL does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data is requested pursuant to the laws of the Commonwealth of The Bahamas, the Proposer will be advised of the request and may expeditiously submit to NCPL a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement along with all applicable circumstances will be considered by NCPL in making its determination as to whether disclosure is proper under the law. For the avoidance of doubt, NCPL shall not be obliged to maintain the confidentiality of any information provided in a proposal if: (a) such information is or becomes publicly available, (a) was in the lawful possession of NCPL prior to disclosure by a Proposer free of any restriction as to its use or disclosure; or (c) was subsequently disclosed to NCPL by a third party who, to the best of NCPL's knowledge, obtained such information from a Proposer free of any restriction as to its use or disclosure.

- 27.** NCPL has diligently prepared this RFP and has presented all known, pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. This information does not form a part of any agreement between a Proposer and NCPL. NCPL does not guarantee or warrant the correctness of this information nor will any significant alteration of activity, from that suggested by the data, give rise to any obligation on the part of NCPL to later alter any agreement. Moreover, NCPL accepts no responsibility for any omissions or deletions of information relating to this RFP.
- 28.** No proposal will be accepted from, or agreement awarded to, any person, firm, or corporation that is in arrears with or is in default of its obligations to NCPL under any agreement or arrangement.
- 29.** No commission will be paid to brokers by NCPL in connection with the granting of the Agreements.

30. Any and all statistical data provided in this Request for Proposal or otherwise by NCPL is for information purposes only. NCPL will not be responsible or liable for the accuracy of such information or facts, conclusions or opinions contained therein and does not warrant the validity of the data. Proposers are encouraged to seek independent advice in preparing their submission.

31. NCPL reserves the right to modify the terms of the Agreement at its sole discretion.

E. EVALUATION OF SUBMITTALS

NCPL will review all submittals that address the criteria outlined in this RFP. The review process will prioritize operators whose proposals demonstrate a commitment to excellence, innovation, and safety in F&B and entertainment operations.

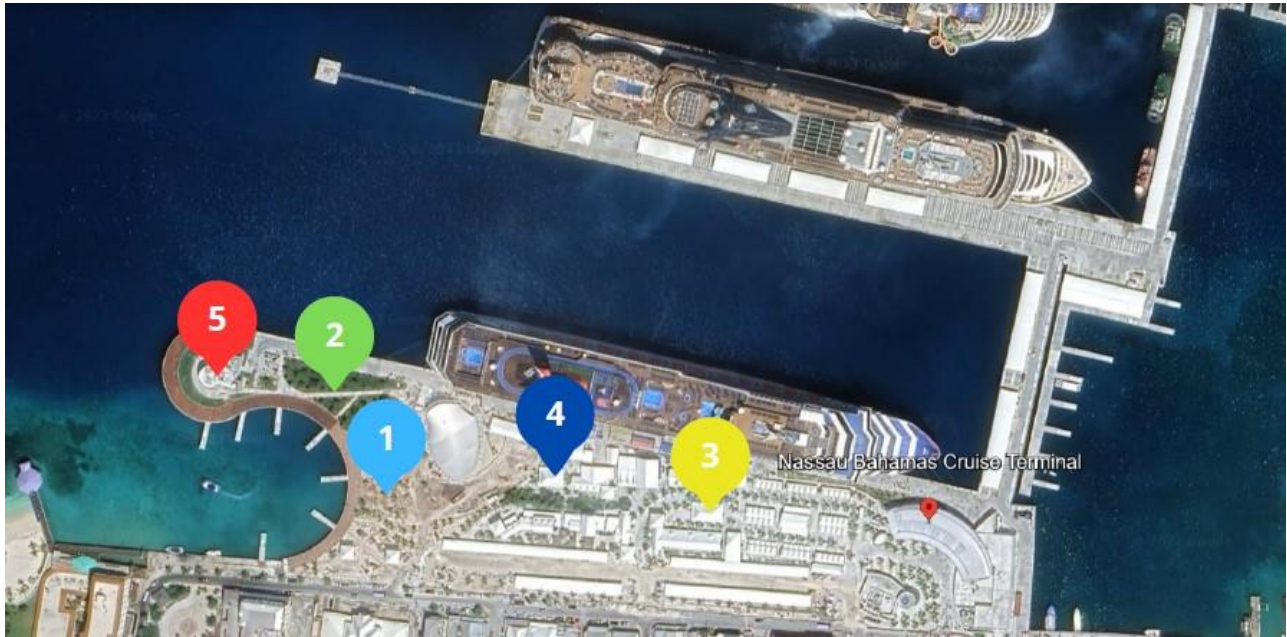
The following evaluation criteria (“Evaluation Criteria”) has been established to accomplish the goals and objectives of this RFP and to enhance the passenger experience at Nassau Cruise Port. The selection process will include a detailed evaluation of how well the Proposals meet the goals, objectives and RFP requirements set forth herein. The sections and total eligible points will reflect the level of commitment each Proposer has in each area of focus.

The following sections are required to be included in all Proposals. Respondents may include additional information beyond what has been requested herein.

1. Qualification Statement & Profile (10%)
2. Vision & Conceptual Design (30%)
3. Commitment & Financial Offer (60%)
4. Additional Information (optional)

THANK YOU FOR YOUR PARTICIPATION.

**EXHIBIT 1:
Project Location & Map**



- 1. POOL AREA**
- 2. BRANDED KIDS AREA**
- 3. TS-H BAR**
- 4. TS-A BAR**
- 5. SIGNATURE RESTAURANT**