

**REQUEST FOR PROPOSALS
FOR
THE DESIGN, FINANCE AND OPERATION OF
A FOOD AND BEVERAGE SPACE
AT THE NASSAU CRUISE PORT
PRINCE GEORGE WHARF, NASSAU, BAHAMAS**

Release Date:

March 9, 2021

Deadline for Submission of Questions/Requests for Clarification:

Submit all questions and requests for clarification in writing to: info@nassaucruiseport.com
no later than 5:00 p.m. on March 26, 2021

Requests for Proposal Due Date:

no later than 5:00 p.m. on April 9, 2021

RFPs should be submitted to:

Attn: Director of Business Development
Nassau Cruise Port Ltd.
The Kelly Building
384 Bay Street
Nassau, The Bahamas

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PREFACE

Nassau Cruise Port (also known as Prince George Wharf) is the cruising gateway to the historic, vibrant city of Nassau. The port, which is the economic hub of the downtown core, is currently being transformed into a visual masterpiece that will convert downtown Nassau into one of the great waterfronts of the world. It is anticipated that this approximately \$250 million redevelopment will also serve as a catalyst for the revitalization of downtown. Global Ports Holding, the world's largest independent cruise port operator, with presence in 13 countries on 4 continents, through Nassau Cruise Port Ltd. (**NCPL**), a majority Bahamian-owned public-private partnership (PPP), will redefine the cruise visitor experience and create opportunities for the development of new Bahamian-owned businesses.

Accommodating as many as 30,000 passengers per day, the iconic, redefined port facility will include a full complement of Bahamian cultural and retail experiences that will be accessible to cruise passengers, stopover visitors, and all residents of The Bahamas. Among them are the highly-anticipated Junkanoo Museum, a state-of-the-art Amphitheatre, an immersive Impact Theatre, a Coral Reef Exhibit, and designated art and entertainment spaces.

Through the redevelopment of this significant government asset, which is owned by the people of The Bahamas, NCPL will create the single most important economic boost to the cruise tourism industry that our country has seen in generations. Thousands of Bahamians will have an opportunity to invest in the Bahamas Investment Fund (BIF) to facilitate broad-based Bahamian ownership in this venture. Through the public offering of these shares, we will create the largest investment opportunity of its kind that has been launched in The Bahamas to date.

A. The Opportunity

NCPL is seeking prescribed proposals from prospective bidders (“Proposers”) interested in financing and operating Bahamian themed food and beverage spaces at Nassau Cruise Port.

NCPL is interested in attracting experienced, enthusiastic, and imaginative operators for its food and beverage offerings, be located within the port facility at Nassau Cruise Port.

We invite you to submit a creative proposal, based on the guidelines and information contained in this document and your independent investigation.

The enclosed guidelines have been developed as criteria against which proposals will be judged. Physical copies of these guidelines are also available for collection from Nassau Cruise Port Ltd. interested parties should contact NCPL at (242) 603-1870 to request a hard copy. You will find included, information related to the available locations. The information sheet for each location, comprises the footprint and other key considerations. Proposers should select the location desired and submit their proposal for that location. **Proposers are free to select more than one location, but we will only be awarding one location per successful proposer.** Submissions should address each guideline in detail. NCPL will evaluate each proposal on its merits. Once written proposals are reviewed, selected Proposers may be requested to make oral presentations. NCPL reserves the right to accept or reject any and all proposals.

Interested and qualified parties are requested to submit one (1) original hard copy of the proposal along with one (1) electronic copy of the proposal saved on a USB Drive, to Nassau Cruise Port Ltd., The Kelly Building, 384 Bay Street, Nassau, Bahamas, by the proposal due date on the cover of this document. Additionally, one (1) electronic copy of the proposal must be emailed to info@nassaucruiseport.com by the due date.

This RFP provides specific instructions regarding proposal format and other requirements. Pertinent data about NCP and the food and beverage locations are also included. Section 9 of the RFP outlines other administrative requirements and conditions pertaining to this RFP.

B. Background Information

The Bahamas

The Bahamas is spread over a 1,000-mile-long archipelago of more than 700 islands and cays. The population is concentrated in the country's capital, Nassau, and Paradise Island. The remainder of the population is dispersed over 30 islands. The Bahamas is a major year-round international tourist destination, with some six (6) million tourists visiting the islands each year via air and sea. Census projections for 2020 have the population at approximately 390,000 with 285,000 living in Nassau.

SECTION 2 – ANTICIPATED LEASE

It is NCPL's intent that this Request for Proposal (RFP) process will result in the execution of a Food and Beverage lease agreement with the successful Proposers approved by NCPL, on the basis of the standard form of NCPL's lease agreement ("**Lease**") - see Section 6 for minimum terms of the Lease. The Lease is a non-negotiable document and will be signed with each of the successful Proposer without any amendment thereto. By submitting a proposal, each Proposer confirms and acknowledges that it will sign the Lease if it is awarded with the opportunity. The successful Proposer shall be expected to sign the Lease by no later than fourteen days after award, and to commence the operations by no later than the expiry of the Construction/Fitting Period (as such term is defined in Section 6 of this RFP).

The Lease sets forth, among other things:

- (a) the obligations of the Lessee, including the design, construction, financing, and operation of the food and beverage location;
- (b) requirements for coordination between the Lessee and NCPL during both the design, construction and operation periods;
- (c) financial payments due to NCPL during the term of the Lease; and
- (d) preliminary and basic business terms as well as standard NCPL provisions.

See Section 6 for **Minimum Terms of the Lease** that include a minimum guaranteed rent and a percentage rent component along with other terms.

I. REQUIRED CAPITAL IMPROVEMENTS

1. As noted above, NCPL is seeking a Proposer who will make capital expenditures to improve the leased spaces. Proposals for the operation of the Lease must contain the commitment to improve the façade and overall presentation of the operations.
2. The proposal should detail the construction proposed and include:
 - (a) A narrative description of the improvements proposed
 - (b) Renderings/conceptual drawings showing floor plan, elevations and sections of the proposed improvements to the space including signage and menu boards
 - (c) A tentative construction schedule.
3. Capital expenditures should not include changes to the size or to boundary walls of the leased spaces. Such expenditures may include, but are not necessarily limited to, mechanical, electrical and plumbing systems, digital signage and menu boards. All proposed renovations must be in accordance with the guidelines provided as APPENDIX A and should take note of APPENDIX A “Key Development and Construction Considerations” and other rules, regulations and instructions as may be introduced by NCPL.
4. The successful Proposer will be responsible for all design and construction costs along with obtaining all necessary approvals and permits.

II. SECURITY AND HEALTH REQUIREMENTS

As noted above, the food and beverage leases will be located in the area adjacent to a secure area. Accordingly, successful Proposer’s employees must pass security clearance (and if necessary, health) testing prior to being allowed to work at NCP. It is extremely important for employers and their staff to understand and fully comply with all security and other restrictions applicable at Nassau Cruise Port. Any failure to abide by such rules at any time either by the proposers or their employees will constitute a material breach of the Lease and will entitle NCPL to terminate the Lease and re-enter the leased spaces.

More information on these security and health requirements may be obtained from the NCPL Security Department upon request.

III. EVALUATION OF PROPOSALS

Proposals will be evaluated based on the written proposal submissions and any requested oral interviews. Proposers are required to fully respond to each question and request for information.

Proposers must clearly and unambiguously show that they have the experience, capability and financial capacity to successfully develop and operate the proposed food and beverage spaces.

SECTION 4 – PROPOSAL REQUIREMENTS

Responses to information requested in this section **must be complete and submitted in the order requested below**. Each response must be clearly marked to identify the question which the response addresses. A proposal checklist is contained in Exhibit II for ease of reference.

- 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. Proposal Form.** Each proposal must be accompanied by a completed and executed “Proposal Form” located in Section 11 including required attachments, concerning both the Proposer's experience in the operation of food and beverage sales facilities as well as the Proposer's financial status. All information must be complete, accurate and in the form requested.
- C. Written Proposal.** In addition to information required on the Proposal Form, each Proposer must submit a written proposal containing all required information as follows, and in the following order:

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. Details of branding, signage and any proposed video/digital menu boards or other decor should also be included. Submittals will be evaluated on the innovativeness of the theme, and compatibility with the food and beverage offerings in the surrounding area.

Proposals must address the proposed plan for display of any food and beverage items to be sold, including location and type of fixturing, considering the requirements as set forth in (APPENDIX A), this document and the restricted space to be utilized.

- 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. Menu/Marketing Plan

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

- a) A complete list of proposed menu items based on operating hours.
- b) Any proposed daily and/or weekly menu "specials," seasonal and holiday offers and a description/calendar of how often the menu will adjust to include such changes.
- c) The Proposer must have a strong marketing and promotional plan to launch the F&B operations and sustain awareness and desire for its operations. Please indicate the budget anticipated to be spent on marketing initially and ongoing on an annual basis. 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.
- d) A proposed signage plan for the location, in accordance with the NCPL signage package to be provided.
- e) Visuals of the proposed branding for the concept
- f) Proposed employee discount and awareness programmes.
- g) Procedures to be implemented to ensure quality control.

SECTION 5 – FINANCIAL OFFER

Please fill in the Minimum Annual Guaranteed Rent (MAG) that is offered in both written words and dollar amounts, and the Percentage Rate of Gross Sales offered in the spaces provided below and have this page initialed by an authorized company officer.

Note: The Minimum Annual Guaranteed Rent (MAG) must be stated in Bahamian Dollars. The MAG and Percentage Rate offered cannot be less than the minimum rates shown in Section 6. Please limit the percentage rate to two digits after the decimal point. It should also be noted that all leased spaces will be subject to Common Area Maintenance (CAM) charges.

NO LUMP SUM INCENTIVE PAYMENTS WILL BE ENTERTAINED OR ACCEPTED

Period/Year	MAG in B\$ for the Period/Year <i>written words</i>	Dollar amounts in B\$	Percentage Rate of Gross Sales for the Period / Year
For the period 2022 to 2023		\$	%
For the period 2023-2024		\$	%
For the period 2024-2025		\$	%
For the period 2025-2026		\$	%
For the period 2026-2027		\$	%

Date

Authorized Signatory

Each Proposer is required to prepare pro-forma statements covering the five (5) year period of the Lease. A breakdown of revenues and expenditures shall be provided for each Period/Year.

Revenues can 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 and reasonable estimates with respect to the likely future operating results.

Financial Proposal – Pro Forma Statements

Numbers in thousands

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Revenues	\$	\$	\$	\$	\$
Expenses:					
Operating Costs	\$	\$	\$	\$	\$
Merchandise	\$	\$	\$	\$	\$
Wages & salaries	\$	\$	\$	\$	\$
Interest	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$
Advertising	\$	\$	\$	\$	\$
Amortization	\$	\$	\$	\$	\$
Other Expenses Before Minimum Fees Bid & Taxes	\$	\$	\$	\$	\$
Total Expenses	\$	\$	\$	\$	\$
Profit – Before Minimum Fees Bid & Taxes	\$	\$	\$	\$	\$

SECTION 6 – MINIMUM LEASE TERMS

Basic Terms of the Lease

(PDF File of Draft Lease Available)

Term:	Five (5) years <u>plus optional three (3) years</u> subject to certain conditions to be outlined in the Lease
Premises:	See Drawing at Exhibit I
Minimum Guaranteed Rent (MAG):	Minimum Acceptable MAG – \$XXX,000.00 per annum (TBD)
Percentage Rent:	Minimum acceptable Percentage Rent is XX% of gross sales (TBD)
Common Area Maintenance (CAM)	\$XX.00 per square foot per annum (TBD)
Construction/Fixturing Period	3 months from the unit’s delivery date to the Tenant. The Lease will provide the actual date of completion and rent obligation will start as from that date, regardless of whether the Tenant has completed the construction and fixturing. Tenant is responsible for all development costs and utilities.
Lease Commencement Date	TBD
Open for business on:	TBD – Financial penalty applies if not open on time
Operating Name	As proposed by Proposer and approved by NCPL
Services and Menu (excluding the prices)	As proposed by Proposer and approved by NCPL

Minimum Guaranteed Rent and Percentage Rent

The Minimum Guaranteed Rent is due and payable from the commencement date of the Lease, subject to the waiver of such rent during the agreed Fixturing Period. The rent structure for the leased space must be based on a percentage of gross revenue with a minimum annual guaranteed rent.

The Fees payable by the Proposer to NCPL under the Lease will be **THE GREATER OF:**

Minimum Annual Guaranteed (MAG) Rent as bid by the successful Proposer.

or

A prescribed Percentage Rate of Gross Revenue as bid by the successful Proposer.

Upon the conclusion of any calendar year, NCPL shall calculate the difference between the aggregate of monthly Percentage Rate of Gross Revenue and MAG. The invoicing by NCPL will take place within a month following the end of each calendar year. The Tenant will have a period of ten (10) calendar days to make NCPL aware of any discrepancy in relation to the reference number of passengers invoiced to it. Otherwise, the invoice will be due and payable within 30 days of receipt by the Tenant. All rents, fees and other amounts due to NCPL shall be paid without any deduction whatsoever and at the bank account specified by NCPL from time to time. A market-consistent default interest will apply for any late payment.

Proposers may propose a stepped minimum guaranteed rent and percentage rent that escalates annually after the first full calendar year. Proposers should take into consideration the stipulated minimum acceptable percentage and guaranteed rent.

Security Deposit

Upon execution of the Lease, the successful Proposers shall deposit with NCPL a security deposit equal to one (1) month's Minimum Guaranteed rent and First and Last Month rent equal to two (2) months' Minimum Guaranteed Rent. Additionally, the successful Proposer shall take out Contractors All Risk Insurance with regards to the fit-up of the space; equal the value of the planned fit-out.

Exclusive Rights

NCPL will not grant exclusive rights to develop and operate any food and beverage businesses at NCPL. Notwithstanding, NCPL may, if considered to be in its best interests or most advantageous, limit and/or restrict the number and types of outlets that will be developed at the Nassau Cruise Port at any time.

Successful Proposer

The successful Proposer will be granted the right to develop and operate the leased spaces in a manner that complies with the concepts outlined in the Form of Proposal and all Sections of this RFP Document and the Lease.

Special Considerations

To operate successfully at Nassau Cruise Port, the successful Proposer must meet and adjust to challenges that generally do not exist in a typical mall or shopping center environment. Some of the challenges are:

- Required hours of operation may be longer given the mix of customers and activities. These food and beverage concepts are encouraged to provide a breakfast, lunch and dinner options. At a minimum, the hours of operation for the concession shall be as follows: **8:00 A.M. – 10:00P.M. or until otherwise indicated in the Lease.** Hours of operation may be adjusted from time to time at the direction of NCPL upon written notice.
- Inventory replenishment must be scheduled for hours that do not conflict with the NCP's peak traffic times and it must meet the requirements of the NCPL's security protocols and processes.
- Only ticketed passengers and employees holding appropriate security passes are permitted access to pier-side locations. Accordingly, pier-side employees must pass security clearance testing prior to being allowed to work post-security. It will be extremely important for employers and their staff to know and fully comply with all security restrictions. Failure to do so could result in cancellation of working privileges and/or cancellation of the Lease and re-entry to the leased spaces by NCPL.

Storage and Support Space

There will be no storage and support space within the port's facilities. Storage space will have to be designed into the Proposer's design.

Costs and Coordination

The successful Proposer will be responsible for all costs associated with the design and construction of their leased space along with obtaining all necessary approvals, permits, construction and financing for the operation of the concept. Facilities will be required to follow NCPL's standards.

PROPOSER'S UNDERTAKINGS

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

- (a) Design, construct and fit out the leased spaces at its sole cost and expense.
- (b) Fixture and have in place all of its premises and equipment, as approved by NCPL, and be open for business on the date agreed to with NCPL. If the business is not open on the date specified, the Proposer will pay late opening penalties/fees as will set out in the Lease.

- (c) Purchase or otherwise obtain such cash registers or other devices from suppliers approved by NCPL which may be required to be connected to a point-of-sale system or central computer network as approved or designated by NCPL.
- (d) Operate the leased premises in a manner acceptable to NCPL and to provide the optimum level of customer service and sales.
- (e) Abide by NCPL's Regulations, Rules and Policies and all applicable laws and regulations.

GOVERNING LAWS

Proposers are advised and acknowledge that the laws of the Commonwealth of The Bahamas will govern the Lease and that the language will be in English.

Please note that the Lease will also include the following material obligations:

1. Level of Service. The selected Proposer must provide the high-quality service and sell required and permitted products to the public. The clientele is expected to include cruise passengers, hotel guests, residents and cruise port employees. Required, permitted and prohibited menu items are described in Section 7. All items sold from the premises must be tasteful and of high quality. NCPL reserves the right to approve all items offered for sale.
2. Insurance. The Proposer shall maintain, at minimum, such general liability insurance, and at such limits of cover, from such reputable insurance as NCPL shall reasonably require and accept with a coverage level of at least US\$ 1,000,000. In addition, the Proposer shall maintain builder's insurance, fire insurance, liability and such other insurance as are reasonable and responsible in connection with fitting-out and operating the Premises with a coverage level of at least US\$ 1,000,000. The successful Proposer will also take-out Contractors All Risk Insurance with regards to the fit-up of the space; equal the value of the planned fit-out. The Proposer shall name NCPL, its shareholders, affiliates and subsidiaries as additional insureds on any such policy or policies of insurance, and such insurance shall be primary and non-contributory with respect to NCPL. The Proposer shall provide evidence thereof no later than delivery of the leased spaces to the Proposer, and thereafter annually or more frequently, as and when NCPL shall reasonably require. Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Proposer. All such insurance policies shall be provided by such reputable insurance companies that are accepted to NCPL and authorized to conduct insurance business in The Bahamas.
3. If the issuing company is not acceptable to NCPL, NCPL will notify the Proposer in writing and the Proposer must promptly obtain a new policy issued by an insurer meeting these minimum requirements and otherwise reasonably acceptable to NCPL and submit to NCPL evidence of its compliance with these conditions.

4. Grounds for termination: In addition to grounds for termination available to landlords in The Bahamas in general, loss of the operation brand by the Tenant or any change of control/ownership/management of the Tenant will constitute a ground for termination and will entitle NCPL to re-enter the premises.
5. Audit: NCPL shall have a right to audit books and records of the tenant, which will fully, completely and accurately reflect the tenant's financials.
6. Restriction to sublease/subcontract: the tenant shall not sublease the leased premises. The tenant may only subcontract a part of its activities to a third party subject to prior written approval of NCPL.
7. No forced labour: In performing its obligations under the Lease, the tenant shall comply with all applicable anti-slavery and human trafficking laws, statues and regulations from time to time in force.

SECTION 7 – INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS AND QUALIFICATIONS

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.

A. RFP Package

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 info@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 info@nassaucruiseport.com by no later than 5:00 p.m. on March 26, 2021. Questions and requests made formally or informally, through other channels, will not be answered and may be interpreted as circumventing the outlined process.

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.

B. Submission of Proposal

1. Proposals should be submitted as one (1) original sealed hard copy and two (2) electronic copies and will be accepted no later than the date and time indicated on the cover page of this proposal. Proposals must be received, and not merely post-marked, by that time.
2. Proposals must be typewritten and hand-delivered or delivered via courier to the following address:
Attn: Director of Business Development
Nassau Cruise Port Ltd.
The Kelly Building
384 Bay Street
Nassau, Bahamas

3. No proposal received after the time fixed in the RFP will be considered.

C. Award of Agreements

1. The agreement(s), if awarded, shall be awarded by NCPL to the Proposer(s) who, in NCPL's sole opinion, best meet the requirements as specified in this proposal package.

2. 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 Lease to be awarded. NCPL reserves the right to accept or reject any and all proposals, to waive irregularities or technical deficiencies and to negotiate any desired change in the proposal which, in the judgment of NCPL, best meets its requirements. Following the evaluation of proposals, NCPL may choose to proceed with one or more Proposers and is under no obligation to reveal to a respondent how a response was assessed or to provide specific information relating to the decision-making process.

3. 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 the Manager, Commercial Business Development 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.

4. 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.

D. Description of Proposal

1. Proposers must submit one (1) original and two (2) soft copies of each proposal. The original must be marked "Original" on its front page or cover, and must contain the original signatures and, if Proposer is a corporation, the appropriate corporate seal.

2. Each Proposer will assume the responsibility for making sure all required documents are complete and submitted with the proposal.

3. No proposal by telephone or fax or modifications to a proposal by said means will be considered.

E. Definition of Proposer

“Proposer” means the company, corporation, partnership or entity submitting a proposal to operate a food and beverage space at the Nassau Cruise Port.

SECTION 8 – ADMINISTRATIVE REQUIREMENTS

1. The bid must be dated and signed by a duly authorized signing authority of the Proposer. Signatures must be in original handwriting.
2. 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 and its appendices 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.

Dated this _____ day of _____, 2021.

Signature

Printed Name

Company/Partnership/Business Entity

Position

3. 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.
4. ***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.***
5. 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.
6. 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.
7. 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.

8. 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 Proposer 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.
9. 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 Lease, 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.
10. This RFP does not constitute an offer. No Lease 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.
- 11. The successful Proposer will be required to undertake the feasibility of building and operating a successful food and beverage location at Nassau Cruise Port. 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.**

SECTION 9 – TERMS AND CONDITIONS FOR PROPOSALS

1. 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.

Each Proposer shall, before submitting a 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.

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.

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.

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.

2. Confidentiality and Disclosure

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.

3. 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 Request for Proposals.

4. 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.

5. Proposals will be reviewed and evaluated based on overall qualifications, potential, financial responsibility, the type and mode of operation and other factors deemed by NCPL to be relevant.

6. No commission will be paid to brokers by NCPL in connection with the granting of the Lease.

7. 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.

8. NCP reserves the right to modify the Minimum Terms of the Lease provided in Section 6 at its sole discretion.

9. Proposers are required to submit questions regarding this RFP in writing. Responses will be in writing and distributed to all potential Proposers. Board members and NCPL staff will not discuss or respond to any questions regarding this RFP prior to award of the Lease. Any responses not in writing will not be binding. All comments/questions regarding this RFP should be made in writing to:

Director of Business
Development
Nassau Cruise Port Ltd.
The Kelly Building
384 Bay Street
Email: info@nassaucruiseport.com

SECTION 10 – PROPOSAL FORM

All information requested in this questionnaire must be furnished by the Proposer and **MUST** be submitted with the proposal. Statements must be complete, accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for rejection of the proposal. **Additional sheets may be attached hereto as necessary.**

SECTION I - GENERAL INFORMATION

i. Proposer is submitting this qualifications questionnaire for the following leased operation:

ii. Name of applicant exactly as it would appear on the Lease if selected:

iii. Address of applicant for purposes of notice or other communication relative to the proposal:

iv. Telephone number of applicant: _____

Fax number of applicant: _____

Contact person: _____

v. Form of business entity (check one and complete the appropriate business entity statement that follows):

- Partnership Corporation Joint Venture
 Individual Limited Liability Company

- a) If Proposer is a subsidiary state name of Parent Company. Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.
- b) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement that follows must be completed in addition to the appropriate Proposer's business entity statement.

vi. Complete one of the four sections below: either A, B, C or D, depending upon the organization of the applicant firm.

A. INDIVIDUAL STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in Full: _____
2. Residence Address: _____
3. Business Address: _____
4. Date of Birth: _____
5. Place of Birth: _____
6. NIB Number: _____

B. PARTNERSHIP/LIMITED LIABILITY COMPANY STATEMENT

If a Partnership or Limited Liability Company, furnish the following:

1. Date of Organization: _____
2. Type of Partnership (check one):
 - General Partnership
 - Limited Partnership
 - Limited Liability Company

3. Has the Statement of Partnership been recorded? Yes No

4. If the answer to question 3 above is “yes”:

Date: _____ Book: _____ Page: _____

5. Attach and mark as “Exhibit S-1” a complete copy of the Partnership Agreement or the Certificate of Incorporation and the Memorandum and Articles of Association or equivalent documents (as applicable).

6. For each partner or shareholder, attach and mark as “Exhibit S-2” the following information:

- a) Name
- b) Residence Address

- c) Percentage of ownership
- d) Indicate if the partner is a general or limited partner
- e) Birth Date
- f) Place of Birth
- g) Copy of passport

C. CORPORATION STATEMENT

If a **Corporation**, furnish the following:

1. Date of Incorporation: _____

2. Place of Incorporation: _____

3. Is the Corporation Registered to do Business in The Bahamas? Yes No

3a. Type of Corporation (check one):

- Public
- Private
- Limited Liability Company

4. If the corporation is publicly held, how and where is the stock traded? _____

5. Please provide a certificate of corporation and certificate of good standing obtained in the last 3 months prior to the submission of the Proposal

6. For each officer, director and principal shareholder (any shareholder owning more than 10% of any class of stock), attach and mark as “Exhibit C-1” the following information:

- a) Name
- b) Title
- c) Residence Address
- d) Number of Voting Shares
- e) Number of Nonvoting Shares
- f) Copy of passport
- g) copy of the certificate of corporation and certificate of good standing obtained in the last 3 months prior to the submission of the Proposal (if the principal shareholder is corporation)

D. JOINT VENTURE STATEMENT

If a Joint Venture, furnish the following:

- 1 Date of Organization: _____
- 2 Has the Joint Venture done business before? Yes No
3. If the answer to question 2 above is “yes,” attach and mark as “Exhibit JV-1” a description of the nature of the joint venture’s prior business.
4. Attach and mark as “Exhibit JV-2” a complete copy of the Joint Venture Agreement.
8. For each Joint Venture partner, attach and mark as “Exhibit JV-3” the following information:
 - a) Name
 - b) Residence Address
 - c) Percentage of ownership
 - d) Birth Date
 - e) Place of Birth

copy of the certificate of corporation and certificate of good standing obtained in the last 3 months prior to the submission of the Proposal (applicable for JV partners that are corporations)

vii. All Proposers must respond to the following questions:

- a) Have any leases or concession agreements held by the Proposer ever been cancelled?
Yes () No ()

If yes, attach a description of the circumstances.

- b) Has the Proposer ever been notified of a lease, concession or permit default by the landlord or lessor?
Yes () No ()

If Yes, attach a description of the circumstances.

- c) Has the Proposer ever been involved in litigation with the lessor of property leased by the Proposer?
Yes () No ()

If yes, attach a description of the circumstances.

- d) Has the Proposer and or any of its officers, or employees responsible for obtaining or administering a contract been convicted of any of the following:

- (i) criminal offense related to a public or private contract violation; or
- (ii) fraud or equivalent crimes which are indicative of a lack of business integrity

Yes () No ()

If Yes, attach a description of the circumstances.

- e) Has the Proposer or any principal or partner undertaken or participated in other business projects at Nassau Cruise Port?

Yes () No () If yes, indicate

DATE: _____

LOCATION: _____

SECTION II - FINANCIAL AND BACKGROUND DATA

1. Financial Information

- a) Please provide a statement indicating how the proposed level of capital investment will be financed and how working capital needs will be met. Any person or entity providing a guarantee must provide a written statement indicating the level of commitment.
- b) Furnish a statement of income, balance sheet and statement of cash flow, including notes thereto, all reviewed by an independent Certified Public Accountant, and attested to by the Proposer's chief financial officer, in sufficient detail to show the Proposer's financial capability to undertake and complete all the obligations specified hereunder.

Said financial statements should be as of or for the period ending on the last day of your most recently completed fiscal year. A financial statement may be consolidated with that of a subsidiary or parent corporation as the case may be, but if consolidated with a parent corporation, the financial statement of the subsidiary shall be separately attested to by the chief financial officer of the subsidiary. A personal financial statement of an officer of a corporation shall not satisfy this requirement. If the Proposer is a recently formed entity, each participating member must submit their own financial documents, as required in the preceding paragraph.

2. Surety Information

Have you, or any entity you have had an ownership interest in, ever had a bond or surety cancelled or forfeited? Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture:

3. Bankruptcy Information. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt or insolvent or had a receiver or liquidator appointed?

Yes () No ()

4. Have you ever entered into an agreement with the NCPL?

Yes () No ()

If yes, please explain:

5. Have you ever been sent a default notice concerning an agreement identified in question 4 above? Yes () No ()

If yes, please explain:

6. Experience Statement. Please attach a detailed description of the nature and extent of the Proposer's experience. The following information must be included:

a. Number of years the Proposer has operated a Food & Beverage sales or related business.

b. Description of the Proposer's other operations or experience, including:

i. Number and type of other operations (fast food, specialty food, concession, etc.).

ii. Locations of current operations.

iii. Description of menu.

iv. Photographs of existing operations.

v. Organizational chart and description of the organization and or suborganization(s) which would have responsibility for the proposed operation. Include resumes of individual managing operators who will be assigned to the operations or job descriptions and level of experience that would be required of these individuals.

vi. Resumes of any persons owning more than a 10% share of the business.

vii. Give name, location and date of any of the Proposer's food and beverage concession agreements or leases that have been terminated within the past five years, either

voluntarily or involuntarily, prior to the expiration of their term and also list any judgments terminating, or any pending lawsuits for the termination of, any food and beverage concession(s) or operating agreement(s) operated by Proposer within the past five (5) years.

viii. Gross revenues for the past 5 years, if the business has operated for at least 5 years or gross revenues for the amount of time the business has operated if less than 5 years.

ix. Other information which may be relevant in determining the nature and extent of the experience of the firm and its principals.

SECTION III - REFERENCES

On the following pages, list four persons or firms with whom Proposer has conducted financial transactions related to business operations during the past three years. At least two of the references named are to have knowledge of Proposer's debt repayment history and at least one should be an entity with whom the Proposer has a lease for an existing operation if any such reference exists.

Reference #1:

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc:

Reference #2:

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc:

Reference #3:

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc:

Reference #4:

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc:

The successful Proposer will accept the premises on an “as is” condition and will be responsible for the complete financing, design, construction, fixturing, equipping, commissioning and operation of the premises. NCPL will provide the space as is with exterior walls and electricity, water and drainage to the site per the NCPL standards. The successful Proposer will be required to retain designers, contractors and other professionals to prepare the requisite construction documents, specifications, equipment manuals and may select any qualified consultants certified or granted permission to do business in The Bahamas.

Proposers are required to submit concept drawings/plans for the spaces to be leased as part of their proposal. Such plans shall include the following:

- Rendering/conceptual drawings showing floor plan, elevations and sections of the proposed improvements to the space including signage
- A tentative construction schedule.

Before any construction begins, all plans, contractors, sub-contractors and other companies doing work for the Proposer at the Nassau Cruise Port must be approved by NCPL.

The successful Proposer is responsible for obtaining all required permits, paying all fees and obtaining all required approvals, including NCPL-related approvals.

SAFETY AND SECURITY

It is the intent of NCPL to provide a safe, secure and healthy workplace for all workers at the Nassau Cruise Port. Safety rules and regulations must be strictly adhered to by successful Proposers and their contractors. The Proposer’s managers, supervisors and workers must accept responsibility to ensure that safety and security are top priority.

The successful Proposer shall take all necessary steps to secure the premises during the construction and fixturing period. NCPL shall not be responsible or liable for any loss or damage including theft of building materials, equipment or supplies. All persons at the Nassau Cruise Port in connection with the development of the lease spaces shall comply fully with all security and safety rules and regulations as may be issued and amended by NCPL from time to time and shall cooperate with NCPL employees in enforcing such rules and regulations. Minors shall not be permitted on the construction site at any time.

WORKING HOURS

Construction works should not interfere with the operations of the Nassau Cruise Port. Working hours must be approved by NCPL in advance and in writing. Should the anticipated progress of construction be insufficient for ensuring a satisfactory opening date, the Proposer may work additional hours after informing and obtaining the approval of NCPL in writing. Such additional work hours will also depend on the availability of escorts where required.

PARKING

The Proposer's contractor(s) and contractor employees shall park vehicles only in designated areas. Parking for the Proposer's employees will be addressed in the Lease.

WASTE REMOVAL

The Proposer's contractor(s) shall maintain the Nassau Cruise Port and surrounding premises and the construction area in a reasonably clean and orderly manner during construction and fixturing and shall remove all waste, excess materials, trash and cartons to the designated garbage dumpster or taken off site for disposal at the local land fill site daily, as determined by NCPL. Recyclable waste materials are to be removed to a designated recycling facility if applicable.

ADDITIONAL INFORMATION

It is recognized that the successful Proposer will use its own form of contract to undertake the construction and development work. However, the Proposer must consider terms, conditions, rules and regulations in place at the NCP for construction activities.

The Proposer shall maintain, at minimum, such general liability insurance, and at such limits of cover, as the Landlord shall reasonably require with a coverage level of at least US\$ 1,000,000. In addition, the Proposer shall maintain builder's insurance, fire insurance, liability and such other insurance as are reasonable and responsible in connection with fitting-out and operating the Premises with a coverage level of at least US\$ 1,000,000. The successful Proposer will also take-out Contractors All Risk Insurance with regards to the fit-up of the space; equal the value of the planned fit-out. The Proposer shall name NCPL as an additional insured on any such policy or policies of insurance, and such insurance shall be primary and non-contributory with respect to NCPL. The Proposer shall provide evidence thereof no later than delivery of the leased spaces to the Proposer, and thereafter annually or more frequently, as and when NCPL shall reasonably require. Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Proposer.

All companies providing insurance required under the Lease must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. Upon request, the Proposer must submit the

ratings for each company to NCPL regardless of size, companies providing insurance under the Lease must meet the following requirements:

i) Best's Rating of not less than A-.

iii) Companies must be authorized to conduct and transact insurance contracts in the Commonwealth of The Bahamas.

If the issuing company does not meet these minimum requirements, NCPL will notify the Proposer in writing and the Proposer must promptly obtain a new policy issued by an insurer meeting these minimum requirements and otherwise reasonably acceptable to NCPL and submit to NCPL evidence of its compliance with these conditions.

DESCRIPTION & DRAWING(S) OF THE PREMISES

You will find enclosed attached footprints indicated the spaces available for tenancy.

You are asked to identify which location you will submit a proposal for.

Keep in mind that all concepts must have a major Bahamian component. No fast food or non-Bahamian concepts will be considered. At the same time, we are not looking to replicate the Fish-Fry experience.

What we are looking for are innovative concepts that may include international influences. Fusion concepts are most welcome.

Given the range of square footage options, proposals should give consideration as to whether concepts will be pick-up venues or full service in order to maximize space and experience.

EXHIBIT 1(a)

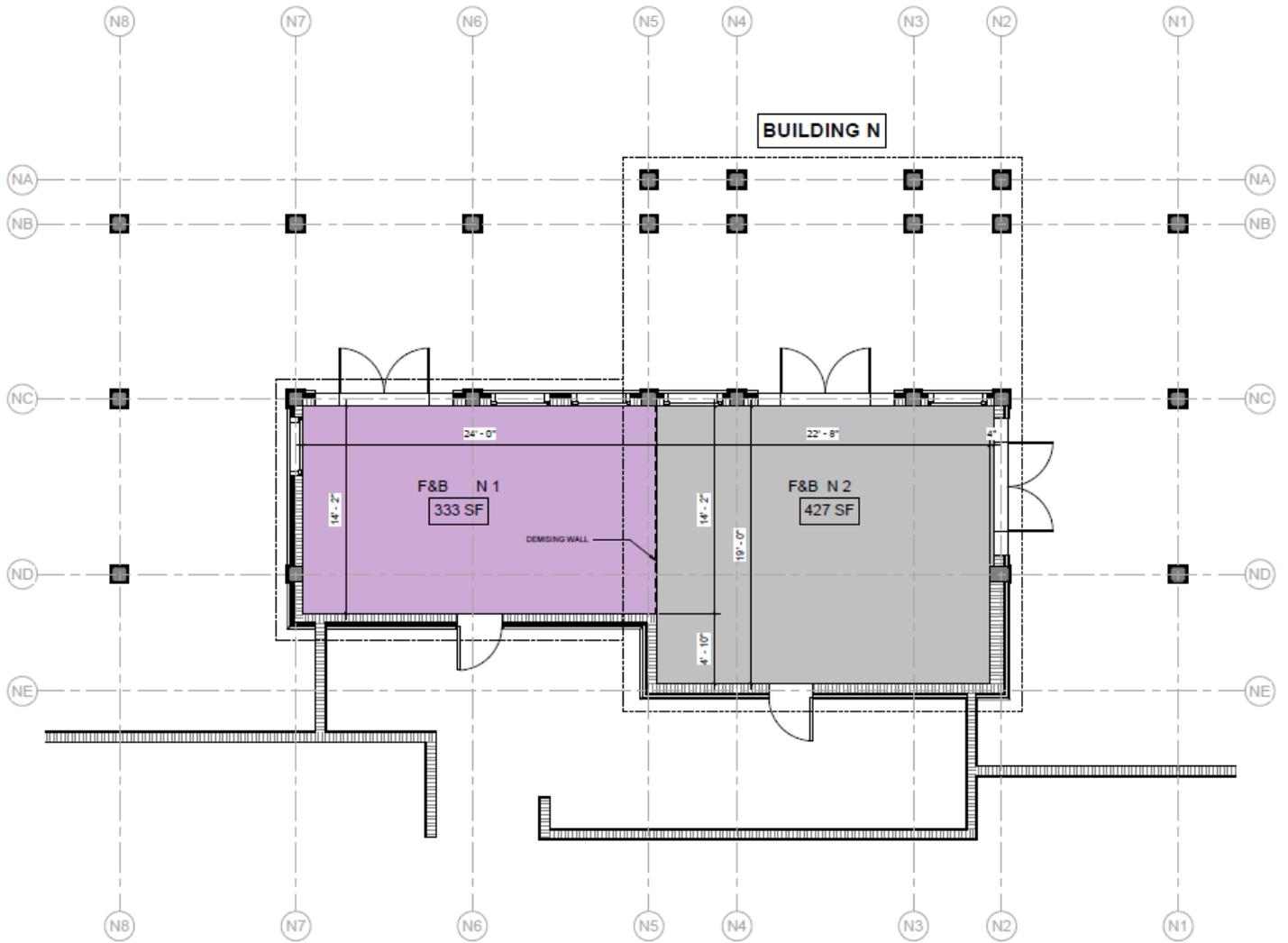


EXHIBIT 1(b)

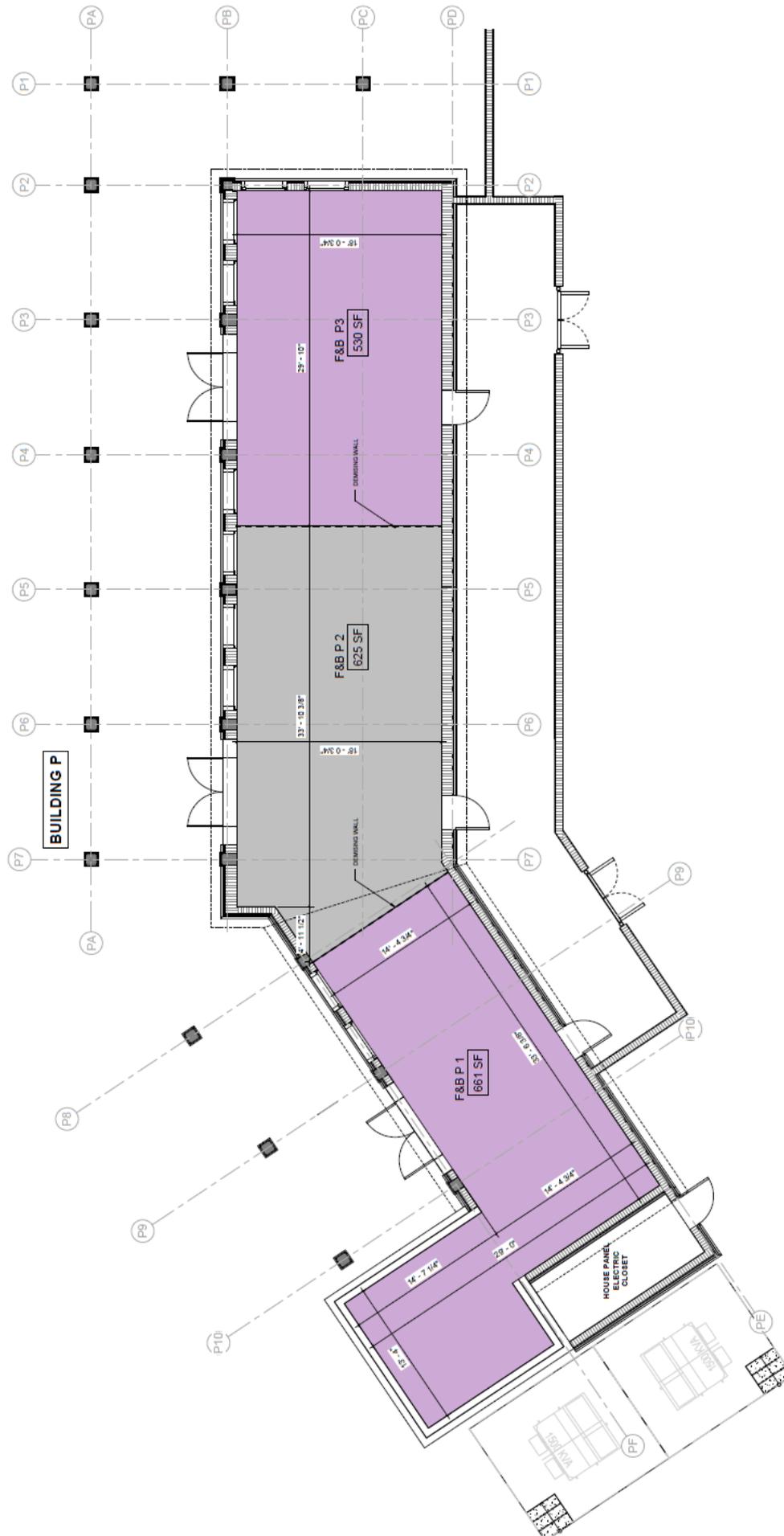


EXHIBIT II – RFP CHECKLIST

Reference	RFP Requirement	Tab & Page Number	NCP Use Only
Section 1	Table of Contents		
Section 2	Cover Letter with Contact information		
Section 3	Executive Summary		
Section 4	Completed Proposal Form		
Section 5	Written Proposal and relevant appendices		
Section 6	Proposed Facility Concept/Utilization and Capital Investment		
Section 7	Operations/Management Plan		
Section 8	Additional Information, services, features, or comments about your company or services		
Section 9	Proposal certification and signature block		