REQUEST FOR PROPOSAL (RFP)

FOR A

FUEL FARM DEVELOPER AND
COMMERCIAL AIRCRAFT FUEL SUPPLIER
BASED OPERATION

RFP No. AA7838

IN LIEU OF A PRE-PROPOSAL CONFERENCE
QUESTIONS MAY BE DIRECTED BY EMAIL TO THE
CONTACT PERSON BELOW
NO LATER THAN FRIDAY 12TH JUNE 2020

ISSUING AUTHORITY
BVI AIRPORTS AUTHORITY LIMITED
TERRANCE B. LETTSOME INTERNATIONAL AIRPORT
ADMINISTRATION DIVISION

CONTACT PERSON: Luce Hodge-Smith
TELEPHONE: 1 (284) 394 - 8000
EMAIL: lhodgesmith@bviall.com

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN
FRIDAY 7TH AUGUST 2020 BY 2:00 PM, LOCAL TIME
AT THE
LISA PENN LETTSOME BUILDING, EAST END, TORTOLA
BRITISH VIRGIN ISLANDS

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED.
PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE
OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A
PROPOSAL TO THE DEPUTY MANAGING DIRECTOR, ADMINISTRATION ON OR BEFORE
THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE
PROPOSER. BVI AIRPORTS AUTHORITY LIMITED IS NOT RESPONSIBLE FOR DELAYS
CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, OR CAUSED BY ANY OTHER
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REQUEST FOR PROPOSAL (“RFP”) FOR
A FUEL FARM DEVELOPER AND COMMERCIAL AIRCRAFT FUEL SUPPLIER BASE OPERATION
AT THE TERRANCE B. LETTSONE INTERNATIONAL AIRPORT, BEEF ISLAND
RFP NO. AA7838

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The BVI Airports Authority Limited (hereafter abbreviated as “Authority”), through this Request for Proposal (hereafter abbreviated as “RFP”), extends an invitation to qualified operators capable of developing a Fuel Farm and supplying fuel to operators of commercial aircraft (the “Project”) at the Terrance B. Lettsome International Airport (EIS), Beef Island, British Virgin Islands. The award shall be made to a responsible Respondent(s) taking into consideration the requirements and conditions set forth in the Request for Proposals (RFP) and, if necessary, obtaining best and final offers.

The Authority is an autonomous entity which was given a mandate by the Government of the British Virgin Islands to manage all airports in the British Virgin Islands. The Airports Act, 2003, was signed into law on the 2nd day of March 2004, to make provision for operating airports in the British Virgin Islands as commercial undertakings and other matters connected therewith. The Authority currently falls under the portfolio and directive of the Premier’s Office through an appointed Board of Directors who are elected on, the basis of a commitment to the programs and purposes of the Authority. The Board establishes the broad guidelines of philosophy and institutional purpose and names the Managing Director to execute those guidelines.

The successful Respondent(s) shall be required to provide the services outlined in the Scope of Services, (Item 3(5) and the Qualitative Proposal (Section 2 3.1A) for the above referenced Fuel Farm.

Respondent(s) with demonstrated experience in these areas, and with an interest in making their services available to the Authority, are invited to respond to this RFP. There is no expressed or implied obligation for the Authority to reimburse responding Businesses for any expenses incurred in preparing proposals in response to this request. The selected Respondent(s) (hereinafter “Business”) awarded a Professional Services Contract shall perform all tasks and functions associated with the Services as required in this RFP. It is the intent of the BVI Airports Authority Limited to award a contract based on the Business’s qualifications and specialized experience as a result of this RFP.

The work contemplated is professional in nature. It is understood that the Respondent acting as a partnership, corporation or other legal entity, is of professional status, licensed for all applicable professional discipline(s) requiring licensing, and will be governed by professional ethics in its relationship to the Authority. It is also understood that all reports, information, or data prepared or assembled by the Respondent under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the Authority, without prior written approval from the Authority.
The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier shall be competent to perform the services required under this RFP document.

1.2 Access to this RFP

All materials related to this RFP will be available via media outlets in the British Virgin Islands.

Respondents will be responsible for checking media outlets for clarifications and/or addenda, if any. Failure to obtain clarifications and/or addenda shall not relieve the Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing their response. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under this Solicitation.

The Authority accepts no responsibility for the timely delivery of materials or for alerting Respondents on additional posting of information related to this RFP.

2. GENERAL DEFINITIONS

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

“Addenda” or “Addendum” shall mean a revision of RFP documents issued prior to the due date for submitting Proposals.

“Airport” shall mean the Terrance B. Lettsome International Airport

“Approved Improvements” means any improvements to the Premises which have been approved by the Authority which may include all designs, engineering, construction, equipment, furniture, fixtures, flooring and signage.

“Authority” means BVI Airports Authority Limited.

“BVIAA” means BVI Airports Authority Limited

“Board” shall mean the Board of Directors, BVI Airports Authority Limited.

“Business” means the Proposer or Respondent that receives an award of Contract or Agreement from the Authority as a result of this Solicitation.

“Commercial Airport” shall mean a publicly owned location at which flight operations take place.

“Contract” or “Agreement” means a binding written agreement for the solicited Work and/or Services required by the Authority, including purchase orders, containing terms and obligations governing the relationship between the Authority and the Business.
“Days” shall mean calendar days unless specifically stated as other days.

“Incidental Charges” shall mean charges arising out of the lease agreement and the Territory’s regulatory requirements.

“Managing Director” shall mean the Managing Director of the BVI Airports Authority Limited.

“Proposal” means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

- Qualitative (Technical) Proposal
- Quantitative Proposal

“Proposer” or “Respondent” means all Businesses, Consultants, Organizations, or other entities submitting a response to this RFP.

“Request for Proposals” or “RFP” shall mean this Solicitation document and all associated addenda and attachments.

“Scope of Services” or “Scope of Work” means the work to be performed by the Business/Consultant as detailed in Section 3 of this Solicitation.

“Solicitation” means this Request for Proposal (RFP) document, and all associated addenda and attachments.

“Successful Proposer” shall mean the Proposer that receives an award of an Agreement from the Authority as a result of this Solicitation.

“Turnover Date” shall mean the date approved by the Authority for the Successful Proposer to commence the Fuel Farm development on the Premises.

“Work” or “Professional Services” means the provision of professional services, in accordance with generally accepted practices and standards, including all other labour, materials, equipment and services provided or to be provided by the Business in fulfilling its obligations to the Authority, as more specifically detailed in the Scope of Services.

2.1 PROJECT SPECIFIC DEFINITIONS

“Improvements” refer to the Premises upon which the Fuel Farm will be built under the Agreement as defined.

3. INTRODUCTION, SCOPE OF SERVICES, MINIMUM QUALIFICATION REQUIREMENTS AND PAYMENTS

3 (1). INTRODUCTION/BACKGROUND

The BVI Airports Authority Limited (the “Authority”) requires the services of a qualified firm to enter into an Agreement for the provision of a Fuel Farm that meets all relevant international standards, and which
replaces the existing Fuel Farm at the Terrance B. Lettsome International Airport, “TBLIA”. The Authority is soliciting the proposals of experienced companies interested in entering into a ten (10) year Agreement, after which term all leasehold improvements will revert to the Authority, with a 5-year extension option at the sole discretion of the Authority.

3 (2). ABOUT TERRANCE B LETTSOME INTERNATIONAL AIRPORT/THE BVI

Overview: The Terrance B. Lettsome International Airport (IATA: EIS; ICAO: TUPJ) is the main airport, of which there are three (3), servicing the British Virgin Islands (a British Overseas Territory located in the Caribbean). It got its start in 1957 when the Government of the day passed a motion to acquire 5 acres of land on Beef Island for the purpose of building an airport – an 1800ft dirt strip, thereby enabling the commencement of regular air service between St. Thomas and Beef Island.

Friday 1st March 1966 saw the arrival of the 53rd Field Squadron (airfield) of Royal Engineers who constructed and developed, from the existing 1,800ft long dirt runway a new 3,200ft long, 90ft wide runway with 200ft over runs at each end. A new taxiway and parking apron were also built.

In 1967 the ministerial form of Government was introduced and the late Terrance B. Lettsome after whom the airport is named became the first Minister of Communications Works and Industry with the subject of Civil Aviation under his portfolio. The Launching of Air Traffic Services also took place in 1967 (2nd December 1967) when there was the “Great Fly In and Air Show”.

On Saturday 12th April 1969 the Beef Island Airport was officially opened.

1975 saw the opening of the first Terminal Building.

1986 marked the beginning of much needed improvements to facilities at the Airport funded by the Canadian International Development Agency (CIDA), under a programme, to develop 23 Airports in eleven Countries throughout the Caribbean.

1986 also saw the operation of flights by American Eagle between San Juan and Beef Island. American Eagle did much to advertise and promote the B.V.I. as a Tourist destination. It code shared with American Airlines and other airlines, working the Hub and Spoke system to perfection with San Juan being the Hub and the smaller airports like Beef Island being the Spoke.

11th February 2000 saw the commencement of the long-awaited Airport Development Project when Chief Minister Ralph T. O’Neal broke ground for the project to commence.

On 7th March 2002 the Beef Island Airport was renamed the Terrance B. Lettsome International Airport.

On 15th August 2005 the BVI Airports Authority Limited was incorporated into a company to operate Airports in the Territory.

The British Virgin Islands consists of the main islands of Tortola, Virgin Gorda, Anegada and Jost Van Dyke, and with over fifty (50) other small, “paradise”, islands and cays it is often frequented by the world’s rich and famous. The Terrance B. Lettsome International Airport generally serves as the gateway to all the islands within the BVI and is served by a single 4,642 linear foot asphalt runway. The Airport is located on Beef Island, a small island off the main island of Tortola, to which it is connected by the Queen Elizabeth II Bridge.
3 (3). FUEL FARM DEVELOPMENT LOCATION

The Fuel Farm is to be located southwest of the Fires Station on the airport premises of the Terrance B. Lettsome International Airport (see Exhibit B).

3 (4). VISION, MISSION AND STRATEGIC GOAL OF BVI AIRPORTS AUTHORITY LIMITED

VISION: To develop and maintain world class airports which provide safe and efficient gateways to the world and entrances to the Virgin Islands.

MISSION: Through focused, professional and uncompromised commitment to excellence, the BVI Airports Authority shall develop and operate a safe, efficient and economically viable system of airports within the Virgin Islands.

3 (5). SCOPE OF SERVICES:

ESSENTIAL SERVICES: The Successful Proposer shall be required to provide the following Essential Services at a minimum:

1. Finance, design, construct and operate a new fuel farm at the Terrance B. Lettsome International Airport to provide for the sale and dispensing of a selection of aircraft fuels, propellants and lubricants of sufficient ratings, grades, quality, and quantity to operators of commercial aircraft only.
2. Sell and dispense a selection of aircraft fuels, propellants and lubricants of sufficient ratings, grades, quality, and quantity to operators of commercial aircraft only on a 17/7 basis.
3. All providers of aviation services and any person or entity engaging in aviation operations and/or aeronautical activities in connection with the award of this RFP, specifically including the Successful Proposer in its use of the Premises, will be subject to all applicable laws, regulations including issued ordinances, codes, and BVIAA directives.

4. FACILITY, FUEL EQUIPMENT, GENERAL EQUIPMENT AND PERSONNEL REQUIREMENT

1. Building, Vehicular Parking Facility:

The Project will consist of:

a. A Fuel Farm (storage facility) remotely located from the present Fuel Farm at the location provided in Exhibit B, but from which fuel may be transported by a fuel truck to the parked aircraft. The Fuel Farm location will provide easy public roadway access and will be situated close to the TBLIA Fire Station. The land for the development of the Fuel Farm measures 2,642.72 square meters (28,446 square feet); see Exhibit B attached. Fuel sales by the Developer will be limited to commercial aviation only.
b. The current rates for land on which the Fuel Farm is proposed to be developed is $1.75 per sq.ft. (as at April 2017).

2. **Fuel Equipment:** The Fuel Farm Developer and Operator must have at least two jet fuel-refueling vehicles with a capacity of at least 5,000 gallons and at least one 1,000 gallons AVGAS refueling vehicle. All fueling vehicles should have the capability of defueling.

3. **General Equipment:**

   (a) The Fuel Farm must have at least:

   (i) An adequate number of approved and regularly inspected dry chemical fire extinguishers in accordance with National Fire Protection Association (NFPA) standard as required to extinguish fires that may occur at the offices of the fuel farm and separately, at/in the fuel storage tanks.

   (ii) All equipment reasonably necessary for the proper performance of maintenance of the Fuel Farm.

   (iii) Appropriate fuel spill kit and supplies either towed in a spill cart or carried in the company’s vehicle(s) and containing:

   (a) Six absorbent berms to contain the spill (varying lengths).

   (b) Absorbent material (such as Oil Dry) to absorb the spill within the containment berm.

   (c) Two shovels to recover the used absorbent material and berms and an approved container to deposit the used absorbent.

   (d) Traffic cones and danger tape to keep people away from spill areas.

   (e) Emergency telephone numbers of company managers, emergency cleanup company, and the Fire Department in case the spill is very large and cannot be controlled by the kit.

   (f) Identification of the environmental company Proposer intends to use to respond to environmental spills on the Premises.

In the event that during the term of this Agreement or extension thereof, the BVIAA should construct and install an apron fuel hydrant system, the Proposer hereby agrees that the Developer shall make use of said hydrant system instead of fuel trucks and will pay the Authority charges which shall be then imposed.
5. PERSONNEL

A. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed except management and administrative personnel who may wear professional attire.

B. Personnel uniforms shall identify the name of the Developer and that of the employee.

C. The Fuel Farm Developer shall have properly trained and qualified employees, on each shift, to provide aircraft fueling, parking, as well as customer and ground services and support. All personnel providing fueling must be certified.

D. One supervisory employee for each shift shall have been trained in Fire Safety.

6. MINIMUM QUALIFICATION REQUIREMENTS

The Proposer must provide evidence that meets the following minimum qualifications as part of its Appendix A:

A) • Its plan to develop, staff and equip the Fuel Farm
  • Documentation showing that the Proposer (or its Owner and at least one of its on-site corporate management staff) have at least ten (10) years’ experience in managing a Fuel Farm at a commercial airport (as defined herein).
  • Documentation showing that the main operational staff are adequately trained in the storage, dispensing and handling of fuel
  • Evidence of the Proposer’s proven track record in attracting and maintaining client base at a commercial airport.
  • Documentation showing the Proposer’s ability to provide required staff to run the facility and be prepared for area events.

B) Copies of all close-out documents showing that charges of environmental violations have been closed, or a statement from the Proposer that neither the Proposer nor the owner of a majority of the stock or assets of the Proposer has received any notices of environmental violations in regard to its aviation activities in the five (5) year period preceding the response date of the Proposer to the RFP. If environmental violations are pending against the Proposer or its principals, provide copies of documents showing the status and nature of such violations.

C) Evidence as part of its Proposal that it meets the minimum qualification requirements. Any Proposal which demonstrates to the reasonable determination of the Authority that the Proposer does not meet all of the minimum qualification requirements shall be rendered non responsive unless the Proposer submits additional evidence required by the Authority within the time specified by the Authority that demonstrates to the Authority’s satisfaction that the minimum qualification requirements have been met.
D) The business entity constituting the Proposer must have at least ten (10) years’ experience in managing/operating a Fuel Farm at a commercial airport. If the Proposer is a newly formed entity created solely for the purpose of responding to this RFP, then the owner of a majority of the stock or assets of the newly formed entity must have such experience and must demonstrate that the owner intend to provide significant management oversight of the newly formed entity. In addition, at least one individual of the Proposer’s corporate management staff assigned to the Developer or executive management team must have at least ten (10) years’ experience in providing similar aircraft fueling services at a commercial airport and must have a vested ownership interest or other employment connection with the Proposer satisfactory to the Authority. The Proposer must be able to guarantee that onsite key personnel defined to include the Proposer’s General Manager and all employees serving as supervisors have at least two (2) years’ experience in similar aircraft fueling services at an airport. At least one such person shall be available on each shift. The Proposer shall document this experience in its Qualitative (Technical) Proposal.

E) Proposers must show evidence of sound financial standing and the availability of sufficient capital for operating, maintenance and any other planned improvements. Newly formed entities desiring to be a Proposer must provide intra-corporate or intra-organizational guarantees to assure the financial and capital standing of the newly formed entity. Proposers must also provide three (3) years of audited financial statements (balance sheets, income statements and cash flow statements) for the three most recent annual periods of time. Or, if the Proposer is a newly formed entity that will rely on the experience level of a corporate or organizational affiliate, the corporate parent or affiliate organization providing the newly formed entity with the minimum qualification requirements must provide the financial information referenced above.

F) Proposers shall provide documentation that illustrates their ability to provide the minimum services and any elective service they plan to provide. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation shall not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is listed herein, Proposers must use said format and supply said documentation.

7. PAYMENTS UNDER THE AGREEMENT

A. Under the lease agreement the Successful Proposer will be required to pay on a monthly basis the sum of the following four (4) major monthly Revenue Items for the Proposer’s use of the Premises:

1) Payment of land and Improvements Rent. ("Improvements" include facilities as defined above and existing pavement, both aircraft and vehicular);
(2) Payment of the Fuel Flowage Fee proposed by the Developer, which flowage fee shall not be less than seventeen cents ($0.17) per gallon of AvGas, Jet Fuel and lubricants pumped or sold by the Proposer with an inflation adjustment at each 5-year anniversary; and

(3) Payment of an Opportunity Fee of 7% of the Proposer’s gross revenues derived by the Proposer for all other goods and services (excluding fuels and lubricants and monies collected on behalf of the Authority) provided in, on, or about the Premises during the prior month;

(4) Payment of all other charges arising out of the lease agreement and the Territory’s regulatory requirements (referred to herein as the “Incidental Charges”).

B. Security Deposit The Successful Proposer shall pay and maintain with the Authority a security deposit that is three (3) times the monthly land rent at the rates in effect at that time.

Section 2 RFP Submittal Process

1.1 RFP Availability

Copies of this Solicitation can be obtained through the Authority’s Administration Division in person or via courier or through a mail request to P.O. Box 4416, Road Town, Tortola British Virgin Islands. The cost for each Solicitation Package is $25.00 which is non-refundable under any circumstance. Payment can be made by check made payable to: BVI Airports Authority Limited.

Proposers who obtain copies of this Solicitation from sources other than the BVI Airports Authority Limited’s Administration Division risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks and the Authority bears no liability for their failure to have received addenda.

Proposal Submittal

Two (2) originals and five (5) copies a total of seven (7) of the complete Proposal consisting of the Qualitative Proposal and the Quantitative Proposal must be received by the due date as specified in the advertisement for this RFP (Proposal Due Date and Time), as such date and time may be amended by addendum. The originals shall be unbound with the Qualitative Proposal placed in a package separately from the Quantitative Proposal. The seven copies must be bound together. Each of the seven sets must be submitted in a separate envelope or container stating on the outside the Proposer’s name, address, telephone number and RFP number, RFP title and Proposal due date. All Proposals must be delivered to:

Deputy Managing Director, Administration
BVI Airports Authority Limited
Lisa Penn Lettsome Building
East End, Tortola VG1120
British Virgin Islands
Both the Qualitative Proposal and the Management Fee Quantitative Proposal must be signed by an Officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer and attested to by the Company’s Secretary. In the absence of an attestation clause and corporate seal, the documents must be notarized by a Notary Public. The submittal of a Proposal by the Proposer will be considered by the Authority as constituting an offer by the Proposer to perform the services outlined in this RFP and the Agreement at the price submitted and in accordance with the terms and conditions herein if the Proposer is the Successful Proposer. The Proposer also agrees to honor and comply with the terms of the executed Agreement, if the Proposer is the Successful Proposer.

Hand carried Proposals may be delivered to the above address ONLY between the hours of 8:30am and 4:30pm Monday through Friday (excluding holidays observed by the Territory). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such services.

2. EVALUATION CRITERIA

A. Proposals shall be evaluated based upon two general criteria - qualitative and quantitative.

i. **Qualitative Evaluation:** As customer service excellence is the priority sought by BVIAA, seventy percent (70%) of the total possible points shall be weighed toward the qualitative analysis of proposals, taking into consideration such criteria as experience; financial capacity; and levels of commitment to the use of local contractors, vendors and employees in the management and operation of the Fuel Farm.

ii. **Quantitative Evaluation:** The remaining thirty percent (30%) of the evaluation shall be weighted toward price. More specifically a minimum fuel flowage fee “MFFF” of $0.17 cents per gallon has been established and Proponents are invited to propose a fuel flowage fee which may be at or above the RFP’s stated MFFF. For example, since the MFFF is established at $0.17 per gallon, proponents may propose a fuel flowage fee of (no less than) $0.17 per gallon or higher. The Proponent that proposes the highest fuel flowage fee, “FFF”, payment to the Authority shall receive full points possible in the RFP’s evaluation of financial offer. Fuel flowage fees proposed below that of the highest offer, will be awarded that proportion of the 30 possible points that is commensurate with the percentage difference between the highest FFF proposed and the lower proponent’s FFF. For example, if the highest proposed FFF (Proponent A) is $0.30 per gallon, that Proponent will be awarded the full 30 possible points. However, if another proponent (Proponent B) proposes $0.20 per gallon, Proponent B would be awarded 20 of the possible 30 points calculated as follows:

\[
(30 \text{ possible points}) \times (\frac{0.20}{0.30}) = 20 \text{ points}
\]

iii. The Fuel Farm Development Agreement will be awarded to the Proposer who achieves the highest points on the combined Qualitative and Quantitative Proposals.
3. CONTENT OF PROPOSAL

The Proposer should carefully follow the format and instructions outlined herein, observing format requirements where indicated.

All materials (except for plans and schematics, if any) are to be submitted on 8 ½” x 11” pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

The Proposal must consist of two (2) separate parts: (A) the Qualitative Proposal, and (B) the Quantitative Proposal, as follows:

3.1 QUALITATIVE PROPOSAL (Part A)

The Qualitative Proposal shall be written in sufficient detail to permit the Authority a meaningful evaluation of the submittal. No price information is to be included with the Qualitative Proposal. A Qualitative Proposal must include the following information:

a) Table of Contents
   The Table of contents should outline in sequential order, the major areas of the Qualitative Proposal. All pages of the Qualitative Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

b) The Proposal is to be completed and signed by an authorized officer of the Proposer submitting the Proposal.

c) Executive Summary
   The executive summary shall briefly and concisely describe the basic services offered by the Proposer, the Proposer’s ability to perform the work requested in this RFP; the background, experience and qualifications of the Proposer and the Subcontractors/Subconsultants; the qualifications of the Proposer’s personnel to be assigned to the Administration and any other information called for by this RFP or which the Proposer deems relevant. The executive summary should be no longer than four (4) pages.

d) Proof of Minimum Qualifications

   The Proposer shall verify its ability to satisfy all, of the minimum qualification requirements. A Proposer who does not meet the minimum qualification requirements may not be considered for award.

4. TECHNICAL INFORMATION

1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing the Essential or Elective Services. The Proposer shall also describe its approach to project organization and management and the responsibilities of Proposer’s management personnel who will perform work pursuant to the requirements of this Proposal.

2) The Proposer shall present an organizational chart including titles for all personnel, to be assigned
to this project. The chart must clearly identify the Proposer’s key personnel. Key personnel include all managers, seniors and other professional staff who will perform services hereunder.

3) The Proposer shall describe their key personnel’s experience, qualifications, functions to be performed and other vital information including relevant experience on previous, similar projects. The Proposer shall also provide their resumés with job descriptions and other detailed qualification information.

Note: After proposal submission the Proposer has a continuing obligation to advise the Authority of any changes intended or otherwise to the key personnel identified in its Proposal.

5. Proposer’s Experience Past Performance, Litigation, Convictions, Indictments or Investigations, Affiliations and References

1) Specific Project Experience

The Proposer shall provide a detailed description of comparable Fuel Farm Operations/Management (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past ten (10) years. For each comparable Fuel Farm Agreement or Operation the Proposer should identify: (i) the Parties involved, (ii) a description of the work performed (iii) total dollar value of the Agreement; (iv) Contract duration; (v) the airport contact person and telephone number of reference and (vi) the results of the Agreement. Additional Experience: The Proposer shall describe any other experiences or information related to the Services (training, awards, certifications etc.).

2) Past Performance: List all contracts which the Proposer has performed.

3) Planned Growth: The Proposer must describe how it plans to keep and increase the clientele to the Fuel Farm including any new services or novel concepts to increase the patronage of the Operation.

4) Litigation: The Proposer shall describe any prior or pending litigation, within the last ten (10) years arising out of:

(a) the business of the Proposer, (ii) any member of a joint venture; (iii) sub-contractors or (iv) any of those entities, subsidiaries, members, affiliates or parent companies or

(b) the employment relationship between any of the foregoing entities and any of these entities’ employees.

5) Convictions, Indictments or Investigations: Has the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any joint venture, ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein? Identify any criminal convictions or civil judgments for the last ten (10) years and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation.

6) References: The Proposer shall provide customer references for similar Fuel Farms with which the Proposer and its principals and members are associated, in scope and magnitude preferably in an airport environment which the Proposer or such entities has either ongoing or completed within
the last three (3) years.

6. **Financial Capacity to Perform**

This section should include the documentation referenced hereunder for the proposing company and individual companies comprising team, members, or joint venture members that are signatories to the expenses associated with operating the Fuel Farm.

All Proposers must provide information on:

- The percentage of equity of any partnerships formed for the purpose of operating/managing the Fuel Farm
- Equity shares should be specified on the form and on additional sheets, if necessary.

All Proposers shall submit a Financial Plan, which will indicate:

- The source of funding to be used for start-up costs
- The amount of working capital and reserves the Proposer determines will be required to maintain operations.

**REFERENCES:**

The Proposer must list three (3) business references related to its business operations during the past three (3) years. The Proposer shall provide for each reference a contact name, title, phone number, fax number and email address.

**Financial Background Information:**

In order to understand the financial capabilities of each Proposer, the Authority requires that the following historical financial information and that of any joint venture or, member, or affiliated entities be included:

i) Audited or reviewed balance sheet and income statements for the last three (3) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting current financial conditions.

ii) An interim balance sheet and income statement for any period of time in excess of six (6) months of the financial statements submitted as part of (i) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred please state such fact.

Requested Information from Subsidiaries:
The Proposer must state whether the Proposer operates as a subsidiary of another Company. If so, include the appropriate financial information as requested above for both the parent and subsidiary.

**QUANTITATIVE PROPOSAL – (Part B)**

The Proposer must submit the executed Quantitative Proposal (Labeled Appendix B) in a separate sealed envelope or package (separate from the Qualitative Proposal). The Proposer must clearly mark on the sealed envelope or package “QUANTITATIVE PROPOSAL, together with the Proposer’s name, RFP Number and RFP title. The Proposer may submit the separate sealed Quantitative Proposal inside the same container or package together with the separate Qualitative Proposal. As noted previously the Qualitative and Quantitative Proposals for all 7 copies may be bound, with a
complete set placed in each of 7 separate envelopes. The Proposer’s Quantitative Proposal shall be submitted in the manner required herein. There are no exceptions allowed to this requirement. Proposers who do not submit pricing in accordance with this RFP document may be deemed non-responsive. The Quantitative Proposal must contain all information required under the Quantitative Proposal. Proposers cannot qualify, place conditions on, or add additional terms with the Quantitative Proposal. Proposers who place qualifications, conditions or additional terms with the Quantitative Proposal may be found non-responsive.

7. SUBMISSION OF REQUIRED DOCUMENTATION

The Proposer must complete, sign as required and submit the documents accordingly labeled as follows, as part of its submission of the Proposal:

Appendix A: Qualitative Proposal
Appendix B: Quantitative Proposal
Appendix C: Acknowledgment of Addenda
Appendix D: Lobbyist Registration for Oral Presentation
Appendix E-1 Single Form Execution Affidavit and Declaration Form
Appendix E-2 Condition of Award Requirement
  • Affirmation of Vendor Affidavits
  • Proof of Authorization to do Business
Appendix G: Proposal Bond Guaranty

8. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarification must be submitted in writing and sent to the Deputy Managing Director, Administration whose email address is given on the first page of this RFP and whose office is located at the Lisa Penn Lettsome Building, East End, Tortola VG 1110, British Virgin Islands. Written requests must be submitted at least fourteen (14) calendar days prior to the established due date for Proposals as such date may be extended by Addenda. The body of the email must contain the RFP Number and title, the Proposer’s name, address and telephone numbers and the Proposer’s contact person.

The Authority will issue response to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the deadline for Proposals. The Proposer must not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and a addendum issued, the last addendum issued on the subject in question shall prevail.

It is a Proposer’s responsibility to ensure receipt of all addenda. The Proposer should verify with the Deputy Managing Director, Administration, prior to submitting a Proposal, that all addenda have been received. The Proposer is required to acknowledge the number of addenda received as part of their Proposal.

9. RESPONSIBILITY OF PROPOSER

It is the sole responsibility of the Proposer to become thoroughly familiar with the RFP requirements and all terms and conditions of the Agreement affecting the Proposer’s performance under this RFP. Pleas of ignorance by the Proposer of conditions that exists, or that may exist, will not be accepted as a basis for varying the requirements of the Authority.
It shall be the responsibility of the Proposer to examine the entire RFP document and Agreement and to become fully informed of the conditions to be encountered from the Agreement resulting from this RFP.

10. **PRE-PROPOSAL CONFERENCE**

In lieu of a Pre-proposal Conference, questions may be directed **No Later Than Friday 12th June 2020** to the contact person, Mrs. Luce Hodge Smith, at email lhodgesmith@bviaa.com. Such emails should be limited to fulfilling the intended purpose of the Pre-Proposal Conference, which was to review the scope of response requirements, and to afford Proposers an opportunity to seek clarifications prior to the due date of Proposals. Responses to email questions will be confirmed by an addendum, and the Proposers are advised not to rely on oral responses of the Authority or other parties.

All Proposers will be notified in writing when the Authority makes an award recommendation to the Board of Directors, BVI Airports Authority Limited.

The **Contact Person** for this RFP is:

- **Name:** Luce Hodge-Smith
- **Title:** Deputy Managing Director, Administration
- **Name of Agency:** BVI Airports Authority Limited
- **Physical Address:** Lisa Penn Lettsome Building, East End, Tortola VG1120, BVI
- **Mailing Address:** P.O. Box 4416, Road Town, Tortola VG1110, BVI
- **Telephone No.:** 1(284) 394-8000
- **Email:** lhodgesmith@bviaa.com

11. **PROPOSAL GUARANTEE DEPOSIT**

Each Proposal shall be accompanied by a Proposal Guarantee Deposit of US$1,000.00. The Deposit shall be in the form of a cashier’s check or bank draft drawn on any state or national bank ONLY, payable to BVI Airports Authority Limited. No other form of Deposit will be accepted.

All checks and bank drafts will be deposited by the Authority into an account to be held by the Authority without interest payable to the Proposer. Such proceeds will be returned to the unsuccessful Proposers after the Authority and the Successful Proposer have executed the Service Agreement.

The Agreement will be signed by the Successful Proposer prior to submission of the Agreement to the Board for approval. After the award of the Agreement to the Successful Proposer, the Proposal Guarantee Deposit of such Proposer will be held pending receipt of evidence of insurance as required by the Agreement. If a Successful Proposer fails to:

(a) provide evidence of the insurance within twenty (20) calendar days after notice of the award by the Board of Directors or,

(b) begin operations as required by the Agreement,

the Proposal Guarantee Deposit will be forfeited to the Authority as liquidated damages to compensate the Authority for the delay and administrative services resulting from such failures. The Authority shall also be entitled, but not obligated, to award an Agreement to any other Proposer as determined to be in the best interest of the Authority. Forfeiture of the Proposal Guarantee Deposit will not preclude the Authority from resorting to all additional legal remedies that arise from the Successful Proposer’s refusal to comply with its obligation under the RFP and/or the Agreement.

Any Proposal that is not accompanied by the required Proposal Guarantee Deposit, as of the Proposal Due Date, shall be considered non-responsive and ineligible for award.
12. MODIFIED PROPOSALS

Any modification to the Proposal by the Proposer shall be submitted to the Deputy Managing Director, Administration prior to the Proposal Due Date and Time. The Proposer shall submit, in a sealed envelope, the modified Proposal and a letter, on company letterhead and signed by a representative of the Proposer stating that the modified Proposal supersedes the previously submitted Proposal to the extent set forth in the modified Proposal. No modifications of a Proposal shall be accepted after the Proposal Due Date and Time. The Evaluation/Selection Committee will only consider the latest version of the Proposal, provided it meets the foregoing requests.

13. WITHDRAWAL OF PROPOSAL

A Proposal may only be withdrawn in writing and must be addressed to the Deputy Managing Director, Administration prior to the Proposal Due Date and Time.

A. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and Time are late and will not be opened or considered. Modifications received after the Proposal Due Date and Time are also late and will not be opened or considered. The responsibility for submitting a Proposal to the Deputy Managing Director, Administration on or before the Proposal Due Date and Time is solely and strictly that of the Proposer. The Authority is not responsible for delays caused by any form of delivery utilized by the Proposer, including BVI/U.S. mail, package, courier service or any other occurrence.

14. RFP POSTPONEMENT/REJECTION/CANCELLATION

The Authority may, at its sole and absolute discretion reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel, at any time this RFP process; or wave any irregularities in this RFP or in the Proposals received as a result of this RFP; or permit Proposers to submit documentation as directed by the Authority except where this RFP specifies that failure to provide specific documentation automatically renders the Proposal non-responsive.

15. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of a Proposal to the Authority, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received or for any other effort required of or made by the Proposer in preparation of its Proposal or in compliance with any requirement of the RFP or the resulting Agreement.

16. PROVISIONS OF LAW AFFECTING SOLICITATION

Criminal Record Declaration

The Successful Proposer is not to employ or continue to employ any person who has been or is convicted of any offence under The Drugs (Prevention of Misuse) Act 1988 or the Drugs Trafficking Offences Act 1992 (or any amendments thereto) unless such convictions are spent and, to inform the Authority of any changes to employees having access to the restricted areas at the Airport.

Failure to disclose any such conviction may result in the debarment of the Proposer who knowingly fails to make the required disclosure or to falsify information.

Following contract award, if a principal of the contracting entity is convicted of a felony, the Authority may terminate the Contract.
17. CONDITION OF AWARD REQUIREMENTS

The documents listed hereunder are condition-of-award requirements and may be submitted with the Proposal. If a Proposer does not submit said condition of award documents with its Proposal, the Proposer should state in its Proposal when such documents will be provided, which shall be no later than seven (7) calendar days following notification of the Authority’s intent to recommend the Proposer’s Proposal for award.

A) Proof of Insurance that will apply as of the commencement of the anticipated Agreement date.

B) Proof of Authorization to do business. The Successful Proposer must attach a copy of the Certificate of Incorporation, Certificate of Good Standing and, Resolution authorizing the execution of the Service Agreement.

18. CONFLICT OF INTEREST AND CODE OF ETHICS

No Authority employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity, in which the employee or any member of his or her immediate family has a controlling financial interest with the Authority, or any person or agency acting for the Authority, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the Authority, (2) the employee has not participated in determining the subject contract requirements or awarding the contract, (3) the employee’s job responsibilities and job description will not require him/her to be involved with the Contract in anyway, including but not limited to its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his/her immediate family to enter into a contract with the Authority or any person or agency acting for the Authority, if the employee works in the Unit that will enforce, oversee or administer the subject contract.

An affected employee of the Authority shall seek a conflict of interest opinion from the Authority’s HR Department prior to submittal of a bid, response or application, of any type, to contract with the Authority by the employee or his/her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents.

If the affected employee or his/her family member chooses to respond to a solicitation to contract with the Authority, such employee shall file with the Deputy Managing Director, Administration a statement disclosing the employee’s interest or the interest of his/her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid response, or application of any type to contract with the Authority. Along with the disclosure form, the affected employee shall file with the Deputy Managing Director, Administration a copy of his/her request for an ethics opinion from the HR Department and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the HR Department and any opinion waiver must be submitted with the response to the solicitation contract with the Authority.

19. RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interests and collusion. The Proposer is presumed to be familiar with all relevant laws, ordinances, rules, regulations, operational directives and other Authority procedures that may in any way affect the goods and services offered.
A. NON-EXCLUSIVITY

This RFP is nonexclusive in character and in no way prevents the Authority from entering into an agreement with any other parties for the sale or offering of competitive services, products or items by others in other locations at the Airport during the term of the Agreement.

B. COLLUSION

A firm recommended for award as a result of a competitive solicitation for any Authority purchase of supplies, materials and services, purchase, lease, permit, concession or management agreement shall submit an affidavit stating either that the firm is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties which proposed in the solicitation; and attesting that the firm’s proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the firm has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer. In the event a recommended firm identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended firm shall be ineligible for award unless that presumption is rebutted. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

20. EVALUATION PROCESS

PROCESS OVERVIEW

Each proposal will be evaluated by an Evaluation/Selection Committee (“Committee”) appointed by the Authority’s Board of Directors. It is the responsibility of the Committee to ensure a Proposal submittal complies with all the requirements of this RFP and to assess it accordingly. The Committee may take action as long as a quorum (51% + or more of the members), participate in such action.

REVIEW OF PROPOSALS FOR RESPONSIVENESS AND RESPONSIBILITY

Each Proposal will be preliminarily reviewed by the Committee for a determination of compliance with the submission requirements outlined in the RFP. A responsive Proposal is one which meets the minimum qualification requirements, follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is timely and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive by the Authority.

The Committee may then evaluate the Proposer’s Proposal to determine if the Proposer is responsible. In making this determination, the Committee shall have the right to investigate the management, operational experience, reputation and business judgment of the Proposers, their affiliates, members and/or parent company(s), including of investigations of the officers, directors, principals and stockholders and to review and investigate all contracts the Proposer has performed for the Authority or others. The Proposer agrees to provide, upon request, any additional information that may be required by the Committee or the Authority. In addition, the Committee reserves the right to inspect the facilities at which the Proposer conducts its business and provides services.

21. EVALUATION CRITERIA

Criteria has been established based upon the goal and objectives as provided in the RFP. Based on the Committee’s evaluation of the written Qualitative Proposal and oral presentations, if required, the Committee shall rate and rank the responsive and responsible firms on their Proposals based on the
Evaluation Criteria listed below. The Evaluation Criteria listed below are not of equal value or decision weight nor are they necessarily ranked in order of importance. The Evaluation Criteria are itemized with their respective weights for a maximum total of one hundred (100) points per each voting Committee member, for all Evaluation Criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its Proposal as determined by each Committee member in accordance with the criteria listed below.

If there is only one (1) responsive, responsible Proposer, the Committee may, following evaluation of the Quantitative Proposal, recommend to award or negotiate an Agreement or to reject the sole responsive, responsible Proposal.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Proposer’s experience, qualifications, capabilities and past performance in providing the type of services described in this RFP</td>
<td>25</td>
</tr>
<tr>
<td>2 Proposer’s approach to providing the services for the Management/Operation of the Fuel Farm as described in this RFP and additional services to be provided, as well as additional revenue sources from these additional services</td>
<td>15</td>
</tr>
<tr>
<td>3 Experience and qualifications of individuals, including subconsultants/subcontractors/outside contractors that will be assigned to this project.</td>
<td>15</td>
</tr>
<tr>
<td>4 Proposer’s approach to the use of local vendors and employees</td>
<td>5</td>
</tr>
<tr>
<td>5 Financial Capacity</td>
<td>10</td>
</tr>
<tr>
<td>Subtotal: Qualitative Criteria Total (Maximum)</td>
<td>70</td>
</tr>
<tr>
<td>Quantitative Criteria Total (Maximum)</td>
<td>30</td>
</tr>
<tr>
<td>TOTAL EVALUATION CRITERIA</td>
<td>100</td>
</tr>
</tbody>
</table>

22. QUANTITATIVE PROPOSAL EVALUATION

After the Evaluation/Selection Committee evaluates the Qualitative (Technical) Proposal) in light of the oral presentation (if necessary), it will then evaluate the Quantitative Proposal(s).

The sealed Quantitative Proposals of the responsive/responsible Proposers will be opened at the same meeting at which oral presentations were scheduled for the Qualitative (Technical) Proposal, or at any other public meeting scheduled by the Committee. Price will be considered separately and only after the evaluation of the Qualitative (Technical) Proposal has been completed by the Evaluation/Selection Committee.

The Quantitative Proposals submission will be assigned a maximum of 20 points per each voting Evaluation/Selection Committee member. The Quantitative Proposal will be evaluated as provided above in Section 2, 2 A ii.

23. OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the Quantitative Proposal score to the Qualitative (Technical) Proposal evaluation score to obtain a total score by which the overall ranking shall be determined. The total maximum achievable evaluation points for both Qualitative (Technical) and Quantitative Proposals is 100.

Following the evaluation and overall ranking of the proposals, the Evaluation/Selection Committee will recommend to the Board of Directors of the Authority that an Agreement be awarded to the
highest ranked responsive and responsible Proposer or that an Agreement be negotiated with the highest ranked responsive and responsible Proposer.

24. **CONTRACT AWARD**

The Agreement shall be awarded to the Proposer whose Proposal shall be deemed by the Board of Directors to be in the best interest of the Authority. The Board’s decision of whether to make the award and which Proposal is in the best interest of the Authority shall be final.

Following the filing of the Evaluation Selection Committee’s recommendation with the Corporate Secretary of the Board and prior to the Board’s consideration of such recommendation, the Proposer must execute the Agreement within seven (7) calendar days after such Agreement is presented to the Proposer. Upon notification of award recommendation, the Proposer must provide evidence of comprehensive general liability insurance with minimum limits, per occurrence and in the aggregate, of $10,000,000.00 as required by the Agreement.

the Proposer must execute the Agreement within seven (7) calendar days after such Agreement is presented to the Proposer. Upon notification of award recommendation, the Proposer must provide evidence of comprehensive general liability insurance with minimum limits, per occurrence and in the aggregate, of $10,000,000.00 as required by the Agreement. If a Successful Proposer fails to: (a) provide evidence of the insurance within twenty (20) calendar days after notice of the award by the Board of Directors or, (b) begin operations as required by the Agreement, the Proposal Guarantee Deposit will be forfeited to the Authority as liquidated damages to compensate the Authority for the delay and administrative services resulting from such failures.

A. **FAILURE TO COMPLETE CONTRACT AWARD REQUIREMENTS**

If a Successful Proposer fails to:

(a) provide evidence of the insurance within twenty (20) calendar days after notice of the award by the Board of Directors or,

(b) begin operations as required by the Agreement,

the Proposal Guarantee Deposit will be forfeited to the Authority as liquidated damages to compensate the Authority for the delay and administrative services resulting from such failures.

Additionally, such failure to furnish the required evidence of insurance or to execute the required documents, as referenced in the Contract Award section may constitute a repudiation of the Proposer’s submittal, and may result in the annulment of the award and the award may then be made to the next ranked responsive and responsible Proposer, or all remaining Proposers may be rejected, and the RFP re-advertised.

B. **NOTICE OF AWARD FOR THE FUEL FARM DEVELOPMENT AGREEMENT**

Notice of award for the Fuel Farm Development Agreement will be in writing, signed by the Issuing Authority to each competing bidder or proposer announcing the proposed award, and a copy shall be deposited with the Corporate Secretary of the Board on the same day it is mailed.
25. REPRESENTATIONS TO BOARD INCLUDED IN SERVICE AGREEMENT

The Proposer responding to this RFP acknowledges and agrees that, any representation of the Proposer made to the Authority during the Board’s consideration of the Proposer’s response to this RFP (herein the Response) whether made by the Proposer or any representative of the Proposer at the time the Board is considering the award of a contract to the Proposer, shall be deemed incorporated into the Proposer’s Response and that the award of the Agreement to the Proposer shall be deemed to include acceptance of the Proposer’s Response as well as any such representation.