

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**A MANAGEMENT COMPANY**

**FOR THE**

**VIP LOUNGE**

**RFP No. AA7836**

**THE PRE-PROPOSAL CONFERENCE  
IS SUBSTITUTED WITH  
THE RAISING OF QUESTIONS  
EMAIL QUESTIONS TO MRS. LUCE HODGE-SMITH BELOW BY  
THURSDAY 25<sup>TH</sup> JUNE, 2020**

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

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

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN  
FRIDAY 10<sup>TH</sup> JULY 2020 BY 2:00 PM, LCOAL 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 CONTACT PERSON ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE BVI AIRPORTS AUTHORITY LIMITED IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

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**REQUEST FOR PROPOSAL (“RFP”) FOR  
A MANAGEMENT COMPANY FOR THE  
VIP LOUNGE  
AT THE TERRANCE B. LETTSOME INTERNATIONAL AIRPORT, BEEF ISLAND  
RFP NO. AA7836**

**I. GENERAL INVITATION**

**1.1 Purpose of the Request for Proposal**

**1.2**

The BVI Airports Authority Limited (hereafter abbreviated as “Authority”), through this Request for Proposal (hereafter abbreviated as “RFP”), extends an invitation to experienced Management Companies for the management/operations of its VIP Lounge at the Terrance B. Lettsome International Airport (EIS), Beef Island. 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 2<sup>nd</sup> 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 Work, for the above referenced Management Agreement.

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.

### **1.3 Access to this RFP**

All materials related to the 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 The BVI Airports Authority Limited.

**“BVIAA”** means The BVI Airports Authority Limited

**“Board”** shall mean the Board of Directors, The 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.

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

**“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.

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

**“Proposal”** shall mean a Proposer’s written response to this Solicitation document

- 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.

**“Service Provider”** means the Management Company hired for the VIP Lounge

**“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 VIP Lounge operation 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.

## **Section 2. PROJECT SPECIFIC DEFINITIONS**

**“Improvements”** refer to those existing facilities on the Premises under the Service Agreement as defined.

**“Transition Expenses”** refer to those items, the purchase and upfront payment of which the Authority will be responsible for.

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

#### **3 (1). INTRODUCTION/BACKGROUND**

The BVI Airports Authority Limited requires the services of a qualified firm to enter into a Service Agreement for the management of its VIP Lounge at the Terrance B Lettsome International Airport. The Authority is soliciting the proposals of experienced companies interested in entering into a three (3) year contract with the option, at the sole discretion of the Authority, to extend the contract for two (2) one (1) year periods, which may be granted individually or concurrently at the sole discretion of the BVIAA Board.

The Premises to be utilized by the Successful Proposer were recently improved by The BVI Airports Authority Limited.

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

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 1<sup>st</sup> March 1966 saw the arrival of the 53<sup>rd</sup> 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 (2<sup>nd</sup> December 1967) when there was the “Great Fly In and Air Show”.

On Saturday 12<sup>th</sup> April 1969 the Beef Island Airport was officially opened.

11<sup>th</sup> 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 7<sup>th</sup> March 2002 the Beef Island Airport was renamed the Terrance B. Lettsome International Airport

On 15<sup>th</sup> August 2005 the BVI Airports Authority 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). VIP LOUNGE LOCATION**

The VIP Lounge facilities are situated within the Departure Hall of the Terminal Building of the Terrance B. Lettsome International Airport

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

**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:**

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

- a. Operate, manage and staff a VIP lounge inside the main terminal at EIS as a service to premium passengers.
- b. The lounge, measuring approximately 624 square feet, will be constructed and furnished by the BVIAA.
- c. Besides offering more comfortable seating, the lounge will provide complimentary alcoholic and non-alcoholic beverages, and light snacks which may include fruit, cheese, soup, small sandwiches, pastries and breakfast items. Other amenities will include flight information monitors, televisions, newspapers, and magazines, and complimentary wireless Internet access.

#### **2. Additionally, passengers will be advised when their flights are called to board and will be escorted to the gate to the front of the line.**

#### **3. Transition Expenses**

Background and Drug Checks (Recruiting); Operating Supplies (Liquor, Linen Napkins, Cutlery, Ceramic Dishes, Teacups, Mugs, Coffee Machine, Stove/Oven,

Utensils, Freezer, Microwave Oven; Service Cart etc.); Office Supplies; Entry Keys or Card; Radios; Flags; Flashlights; Cones (to cover any wet floor areas); Safe/Vault; Credit Card Machine; Bank Account Set-up Charges;; Signage; Dry Chemical Fire Extinguishers; Computer/Printer/Application Software; Flight Information Display "FIDS" Monitors; Televisions; IT Setup; Website Design/Implementation; Furniture; Office Space for Storage.; Other Transitional Supplies (as may be mutually agreed upon)

**4. Promote and secure contracts for the use of the Lounge through:**

- a. Airline contracts on behalf of their passengers
  - b. Tour operators and travel agents on behalf of their customers
  - c. Service to walk-in passengers on a pay-per-use basis which may be on an hourly or 1-day pass basis.
  - d. Corporations for use as a benefit/perk to their executives
  - e. Other promotional activities as deemed beneficial
5. Advise BVIAA on user rates, which rates may be established by the BVIAA
  6. Maintain facility and equipment in a clean, operable and opening-day-fresh manner at all times.
  7. Ensure the dry chemical extinguishers are regularly inspected and maintained.
  8. Staff the VIP lounge with employees who must be capable of securing an airport ID, and which said employees shall, at all times, provide friendly, yet professional and courteous service. Personnel while on duty shall be clean, neat in appearance, and properly uniformed at all times, except management and administrative personnel who may wear professional attire. Personnel uniforms shall identify the name of the VIP Lounge and that of the employee. The VIP Lounge shall have properly trained and qualified employees on each shift to provide customer services and support.
  9. Operate the VIP lounge in a manner that maximizes income to the BVIAA without compromising on customer service excellence.

**3. MINIMUM QUALIFICATION REQUIREMENTS**

The Proposer must provide evidence that it meets the following minimum qualifications

A) Proposer's experience including:

- Its plan to staff and equip the Lounge
- 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 operating and managing either an airline lounge, an airport VIP lounge, a hotel, medium to large size restaurant or other related hospitality-

sector establishment.

- Evidence of the Proposer's proven track record in attracting and maintaining client base at an international airport, hotel or iconic restaurant
  - Documentation showing the Proposer's ability to provide required staff to run the Lounge
- B) 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, notices of default or notices of breach of agreement in regard to its business activities in the five (5) year period preceding the response date of the Proposer to this RFP. If 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 managing all aspects of a successful customer service-oriented business, which may include an international airport, hotel or iconic restaurant. 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 VIP Lounge or executive management team must have at least ten (10) years' experience in providing similar hospitality services at an international airport, hotel or iconic restaurant 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 hospitality services at an international airport, hotel or iconic restaurant. 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) or equivalent 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.

#### **4. PAYMENTS UNDER THE AGREEMENT**

- A. **REIMBURSABLE AGREEMENT** Under the Agreement, eligible expenses shall be fully reimbursable to Service Provider. Service Provider shall provide an annual (or portion thereof when partial year) operating budget to the BVIAA for approval of eligible expenses.
- B. Expenses that are not eligible for reimbursement include any items not approved in the annual budget; overhead (including but not limited to any part-time or full-time personnel who are not engaged in the day-to-day operation of the VIP Lounge – at the premises at the airport); Service Provider's general liability and professional liability insurance; lobbying and marketing expenses not directly related to the operation of the VIP Lounge.
- C. On a twice monthly basis, the Service Provider shall invoice BVIAA by the 20<sup>th</sup> and 5<sup>th</sup> of each month, for expenses incurred from the 1<sup>st</sup> to the 15<sup>th</sup> and from the 16<sup>th</sup> to the end of the month respectively, complete with all receipts substantiating each request for payment. Such expenses shall be consistent with the BVIAA approved budget.
- D. **MANAGEMENT FEE** BVIAA shall pay an annual fee to the Service Provider

consisting of 24 equal payments payable twice per month within 15 days of invoice.

#### **E. INCOME INCENTIVE**

- 1) For each year under the contract, the Service Provider shall be paid an Income Incentive Bonus equaling five percent (5%) of any annual income derived from the operation, after Reimbursable Expenses, other BVIAA VIP Lounge expenses, and Management Fee are deducted from the annual revenue, produced under the Agreement. Said bonus shall be paid in a lump sum by January 31st of each year following the end of any year under the Agreement.

### **Section 2 RFP Submittal Process**

#### **1.1 RFP Availability**

Copies of this Solicitation can be obtained through the Authority's Contracts, 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 US\$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 Contracts, 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.

#### **1.2 Proposal Submittal**

Two (2) originals and five (5) copies, a total of seven (7) for 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:

Contracts Division  
BVI Airports Authority Limited  
Attn: Mrs. Luce Hodge-Smith  
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.

## **6. 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, eighty percent (80%) 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 vendors and employees in the management and operation of the VIP Lounge.
- ii. Quantitative Evaluation: The remaining twenty percent (20%) of the evaluation shall be weighted toward the financial offer to BVIAA, as determined by the requested annual Management Fee. The proponent that proposes the lowest Management Fee ("Fee") shall receive the full 20 points possible in the RFP's evaluation of financial offer. The Fees proposed above that of the lowest offer, will be awarded that proportion of the 20 possible points that is commensurate with the percentage difference between the lowest Fee proposed and the higher proponent's Fee. For example, if the lowest proposed Fee (Proponent "A") is \$60,000 that proponent would be awarded the full 20 possible points.

However, if another proponent (Proponent B) proposes \$80,000, Proponent B would be awarded 15 of the possible 20 points, calculated as follows:

$$(20 \text{ points possible}) \times (\$60,000 \div \$80,000) = 15 \text{ points}$$

- iii. The service agreement will be awarded to the Proposer who achieves the highest

points on the combined Qualitative and Quantitative Proposals.

## **CONTENTS 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:

### **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 Qualitative 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.

## **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 or supervisors who will oversee 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.

## **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 VIP Lounge Management (similar in scope of services to those requested herein), hotel, restaurant or comparable hospitality business which the Proposer has either operated or has ongoing or completed within the past ten (10) years, if contract. For each comparable VIP Lounge 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 or Annual Sales/Revenue of current Operation; (iv) Contract duration if applicable (v) the airport, hotel, restaurant or business contact person and telephone number of reference and (vi) 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 or facilities that the proposer has operated.
- 3) Planned Growth: The Proposer must describe how it plans to keep and increase the clientele to the VIP Lounge including any new services or novel concepts to increase the patronage of the Lounge.
- 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 VIP Lounges or hospitality related operations 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.

### **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 VIP Lounge.

All Proposers must provide information on:

- The percentage of equity of any partnerships formed for the purpose of managing the VIP Lounge services.
- Equity shares should be specified on the form and on additional sheets, if necessary.

Proposer 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.
- The projected BVIAA expenses for furniture, fixtures (if any) and equipment.

## **REFERENCES:**

The Proposer must list three (3) business references related to its business operations during the past three (3) years. 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; if there are no audited or reviewed financial statements available then provide the last three (3) years of unaudited annual income statements and accompanying tax returns for the proposing entity.
- 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 FORM – (Part B)**

The Proposer must submit the executed Quantitative Proposal in a separate sealed envelope or package (separate from the Qualitative Proposal). 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 in 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 following documents 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 Authority's designated Contact Person 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 any addenda 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 Contact Person, 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 Service Agreement resulting from this RFP.

## **10. PRE-PROPOSAL CONFERENCE**

Proposers are advised, in lieu of the Pre-Proposal Conference, to direct all questions, pertaining to this RFP, via email to the Contact Person Mrs. Luce Hodge-Smith at email lhodgesmith@bviala.com **NO LATER THAN THURSDAY 25<sup>TH</sup> JUNE 2020**. The purpose of the Pre-Proposal Conference 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 questions raised via email will be confirmed by an addendum.

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 VG1110, BVI

Mailing Address: P.O. Box 4416, Road Town, Tortola VG1110, BVI

Telephone No.: 1(284) 394-8000

Email: lhodgesmith@bviala.com

## **11. PROPOSAL GUARANTEE DEPOSIT**

Each Proposal shall be accompanied by a Proposal Guarantee Deposit of \$200.00. 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 Service Agreement will be signed by the Successful Proposer prior to submission of the Service 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 **comprehensive general liability insurance with minimum limits, per occurrence and in the aggregate, of \$3,000,000.00 as required by the Agreement**. If a Successful Proposer fails to:

(a) provide evidence of the referenced 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 Service 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 Contact Person prior to the Proposal Due Date and Time. The Proposer shall submit, in a sealed envelope, the modified Proposal forms 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 Contact Person, BVI Airports Authority Limited 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 Contact Person, BVI Airports Authority Limited 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 Service 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 Agreement.

## **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 of **1<sup>st</sup> August 2020.**
- 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 Contact Person 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 Corporate Secretary to the Board 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. TECHNICAL CRITERIA EVALUATION PROCESS**

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 (Technical) Proposal and oral presentations, if required, the Committee shall rate and rank the responsive and responsible firms on their Proposals based on the Technical Criteria listed below. The Technical Criteria listed below are not of equal value or decision weight nor are they necessarily ranked in order of importance. The Technical Criteria are itemized with their respective weights for a maximum total of one hundred (100) points per each voting Committee member, for all Technical 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.

	Technical Criteria	Maximum Points
1	Proposer's experience, qualifications, capabilities and past performance in providing the type of services described in this RFP	25
2	Proposer's approach to providing the services for the Management of the VIP Lounge as described in this RFP and additional services to be provided, as well as additional revenue sources from these additional services	15
3	Experience and qualifications of individuals, including subconsultants/subcontractors/outside contractors that will be assigned to this project.	15
4	Proposer's approach to the use of local vendors and employees	10
5	Financial Capacity	15
	Technical Criteria Total (Maximum)	80

## **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 6 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 a Service Agreement be awarded to the highest ranked responsive and responsible Proposer or that a Service Agreement be negotiated with the highest ranked responsive and responsible Proposer.

### **24. CONTRACT AWARD**

The Service 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 Service Agreement within seven (7) calendar days after such Agreement is presented to the Proposer. Upon notification of award recommendation, the Proposer must provide satisfactory documentation showing that it can provide the required insurance within the time specified in the Agreement.

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

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 result in forfeiture of any deposits and bonds provided pursuant to this RFP. 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 VIP LOUNGE SERVICE AGREEMENT**

Notice of award for the VIP LOUNGE Service 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 Service Agreement to the Proposer shall be deemed to include acceptance of the Proposer's Response as well as any such representation.