

REQUEST FOR PROPOSAL (RFP)
FOR AN
ONLINE TRAVEL AUTHORIZATION
AND SCREENING MANAGEMENT SYSTEM

RFP No. AA012021

IN LIEU OF A PRE-PROPOSAL CONFERENCE

QUESTIONS MAY BE DIRECTED BY EMAIL
TO THE CONTACT PERSON BELOW
NO LATER THAN MONDAY 16TH AUGUST 2021

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

CONTACT PERSON: Luce Hodge-Smith, Deputy Managing Director, Administration
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PROPOSALS ARE DUE DIGITALLY NO LATER THAN

WEDNESDAY 1st SEPTEMBER 2021 BY 2:00 PM, LOCAL TIME

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. BVI AIRPORTS
AUTHORITY LIMITED IS NOT RESPONSIBLE FOR DELAYS CAUSED BY INTERNET
CONNECTION OR CAUSED BY ANY OTHER OCCURRENCE.

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I. GENERAL INVITATION

I.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 those competent and professional organizations/firms having proven expertise in online Design, Development, Implementation and Maintenance of Web-enabled and mobile applications using latest available technologies capable of providing a cloud-based system that’s either newly designed, or a modification and customization of the vendor’s existing system, for 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 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 a cloud-based system outlined in the Scope of Work, Section 3(5) for the above referenced online travel authorization system.

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 organizations for any expenses incurred in preparing proposals in response to this request. The selected Respondent(s) (hereinafter “Businesses”) 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

“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.

“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.

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

“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(5) of this Solicitation.

“Service Provider” means the Business awarded the Contract as a result of this RFP.

“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.

“TBLIA” shall mean Terrance B. Lettsome International Airport

“Turnover Date” shall mean the date approved by the Authority for the Successful Proposer to commence the work of providing the referenced cloud based Online Travel Authorization and Screening Management System.

“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 existing travel authorization system of the Authority under the Service Agreement as defined.

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 an Agreement for the provision of a cloud-based system that’s either newly designed or a modification and customization of the vendor’s existing system, for the Terrance B. Lettsome International Airport (EIS), Beef Island, British Virgin Islands.

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). LOCATION

The **Online Travel Authorization System** is to be cloud based stored managed and processed on a network of remote servers hosted on the internet.

3.(4). TERM

3.4.1 TERM: The term of the Lease Agreement shall be one (1) year in the first instance with an option for renewal upon satisfaction with the system thus provided. The successful Respondent will have the sole responsibility to deploy and maintain the system.

3.4.2. STRUCTURES AND IMPROVEMENTS AT TIME OF TERMINATION: Improvements made to the System shall remain the property of the Lessor. Upon termination, whether at the expiration of the term, or earlier in the event of default, the Lessee shall leave structures or improvements on the System, and they shall become the property of BVIAA without compensation to the Lessee.

3 (5). VISION AND MISSION 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 Limited shall develop and operate a safe, efficient and economically viable system of airports within the Virgin Islands.

3 (6). SCOPE OF SERVICES:

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

- Travel Authorization management software that provides robust reporting, application process, and administrative management functionality.
- User-friendly and responsive public interface and intuitive, easy-to-use staff interface Application, technical, and administration training. Ongoing, 24x7 support and maintenance.

The General Requirements listed hereunder, include, but are not limited to the following:

1. Online application that can be accessed 24 hours a day, 365 days a year.
2. Clear, concise, and easy to use interface design.
3. Intuitive interface for Airport, Health, Tourism, Ports Authority and the travelling public.
4. Smart forms that eliminate errors.
5. Secure and integrated online payment of the various service fees.
6. Ability to supply refunds online to avoid writing cheques back to applicants when required.
7. Image capture - ability to upload traveler's photo.
8. Securely upload various health and travel-related documents.
9. A customer service offering to support applicants needing assistance in completing their online form.
10. The status of any request is updated in real-time for the applicant's reference.
11. Automatic messaging to applicant indicating if the applicant is required to provide further information.
12. Automatic messaging of status change/update of applications.

13. System generates approval to applicant.
14. System generates an application number.
15. Robust reporting system for administrators
16. API for integration with Immigration and Health systems
17. Administrative search filter
18. Regular innovation/change request process.
19. Analytics.
20. Ability to generate reports including but not limited to traveler and statistical information.

3 (7). OBJECTIVES

The objectives of the development include the following scope:

Effective management of individuals requesting travel authorization to the BVI.

- Scalable, secure responsive online system for travel authorization management (application, admin review, automatic status updates, approval certification output) to be integrated with existing systems such as immigration and e-Commerce.

Ability for travellers to submit a travel request online.

- Online application and processing of resident and non-resident travellers to the British Virgin Islands via web portal and mobile application (iOs and Android)

Robust administrative and reporting features cross-government agencies.

- Administrative rights based on user type.
- Ability to automatically route the travel request to the appropriate approval person(s) within each BVIAA and approved Government Agencies. Multiple levels of approval required.
- Ability for approvers to review, approve, reject, or request additional information via the administrative portal.
- Ability for requests to be categorized based on pre-defined workflow status.
- Ability for an approved request to be cancelled.
- Ability for log tracking on Travel Requests to capture who changed a travel request, when it was changed and what was changed.

3 (8) SUPPORT:

- Provide and manage System Testing.
- Provide Training to BVIAA Staff.
- Manage deployment and roll-out of the system.
- Migration of existing data

MOBILE APP Requirements

1. All features of the customer-facing portal
2. Scannable code
3. Symptom tracker
4. Geofencing

Milestone	Date Due	Time
Issue RFP to suppliers	Aug 2, 2021	4:00 pm (est)
Questions submitted via email	Aug 16, 2021	4:00 pm (est)
BVIAA responds to questions	Aug 17, 2021	4:00 pm (est)
Written proposals submitted	Sept 1, 2021	2:00 pm (est)
Supplier selected	Sept 30, 2021	4:00 pm (est)
Negotiations completed	Oct 7, 2021	4:00 pm (est)
Contract executed and purchase order issued	Oct 15, 2021	4:00 pm (est)

3(9) PHASES:

1. Requirement Phase
Study, Requirement understanding and Analysis with respect to developing Online Travel Authorization System for BVIAA <ul style="list-style-type: none">● Requirement gathering through consultation with BVIAA.● Finalisation of Software and Database configuration.● Finalization of data migration and changeover strategy for smooth changeover.
2. Design, Development Phase
Design, Development, Implementation and Maintenance of proposed online system.
3. Testing and Refining

The bidder shall thoroughly test the system for load, quality, and performance along with proper functioning before deployment of the software on production environment and submit test reports to the BVIAA project team lead.

- a) In addition to the above, BVIAA may hire services of a third party to certify the system for load, quality and performance at its own cost to ensure proper functioning of the system. The suggestions given by the third party, if any would be mandatory for the bidder to implement and to incorporate and to execute the same from time to time.
- b) Final Approval/User Acceptance of the system shall be given by BVIAA after the testing and successful implementation.
- c) The system thus developed and tested shall be hosted and maintained at a Data Centre specified by BVIAA.
- d) The bidder shall be required to provide performance tuning parameters and configuration of the Server on which the system would be hosted for efficient working of the System.

4. Implementation and Deployment

The successful implementation of the system means:

1. Sign off of UAT
2. Security Audit
3. Successful Implementation on Production Server
4. Handover of actual running software

3 (10) BROAD REQUIREMENTS

- The System shall have options for multiple levels of administrative control having varied rights for all the modules so that they are able to perform functions pertaining to their respective Agency/Domain as per their assigned rights.
- The System should be robust, responsive and support at least 1000 concurrent users per instance and scalable as per need.
- The Successful Respondent shall carry out the Data migration/Porting of existing data into the new system.
- Train concerned staff/officers for successful management and maintenance of the developed system.
- Bidder shall have the System's Security audited at its own cost.
- The selected Respondent would be required to provide Warranty, Maintenance, and Technical Support from the date of issue of completion, and ongoing maintenance of System with technical support as and when required. Warranty includes minor additional requirements/minor changes apart from regular maintenance. The free warranty period would be of ONE (1) year after the successful implementation of the System on production server.

4. MINIMUM QUALIFICATION REQUIREMENTS

The Proposer must provide evidence that meets the following minimum qualifications thereby completing Appendix A:

A)

- Documentation showing that the Proposer (or its Owner or one of its corporate management staff have at least five (5) years' experience providing online design, development, implementation, and maintenance of Web-enabled mobile application using latest available technologies capable of providing a cloud-based system.
- Evidence of the Proposer's proven track record in attracting and maintaining client base using similar technology.
- Documentation showing the Proposer's ability to provide required staff to run the facility and be prepared for area events.

B) 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.

C) The business entity constituting the Proposer must have at least five (5) years' experience in providing online design, development, implementation, and maintenance of Web portal and mobile application using latest available technologies. 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 intends 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 this project must have at least five (5) years' experience in providing Web portal and mobile application 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 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 web enabled mobile application. At least one such person shall be readily available, at all times. The Proposer shall document this experience in its Qualitative (Technical) Proposal.

D) 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 management accounts. 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.

- E) 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.

Section 2 RFP Submittal Process

1.1 RFP Availability

Copies of this Solicitation can be obtained via email through the Contact Person, listed on page 1 of this RFP.

Proposal Submittal

An 8.5 x 11" inch pdf sent via email of the complete 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 Proposal must state the Proposer's name, address, telephone number and RFP number, RFP title and Proposal due date. All Proposals must be digitally delivered to:

rfp@bviala.com

The Qualitative 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.

2. Evaluation Criteria

- i. Proposals shall be evaluated based upon:

Customer service excellence being the priority sought by BVIAA and shall take into consideration such criteria as experience and financial capacity etc.
- ii. The Online Travel Authorization System Agreement will be awarded to the Proposer who achieves the highest score.

3. Content of Proposal

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

All materials 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 the Qualitative Proposal, Project Timing Proposal, Project Cost Proposal and Technical Proposal as follows:

3.1 Qualitative Proposal

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.

Project Timing Proposal:

Based on the approach and staffing outlined below, provide a project timeline that commences with a contract award date of 10/15/2021. This timeline should identify all major project milestones and indicate the dates associated with the project deliverables

Provide the total number of hours associated with the following tasks/resources:

- Total Project Hours
- Project Management
- Software Engineering/Development needed for Customizations
- Testing & QA

Project Cost Proposal:

Provide a cost proposal that includes the total cost to be charged as well as the cost broken down by the following categories:

Online Travel Authorization System

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- Initial Software Cost by Module
- Customization
- Installation and Configuration
- Post Project Support
- Training
- Any Recurring Costs

4. Technical Information

- 1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing the Services. The Proposer shall also describe its approach to project organization and management and the responsibilities of the 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 Online Travel Management Systems (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. For each comparable Agreement the Proposer should identify: (i) the Parties involved, (ii) a description of the work performed; (iii) Contract duration; and (iv) the contact person and telephone number of reference.

Additional Experience: The Proposer shall describe any other experiences or information related to the Services (training, awards, certifications etc.).

- 2) Past Performance: List contracts similar in nature to the contract referenced herein which the Proposer has performed in the last three (3) years.
- 3) 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.

- 4) **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.
- 5) **References:** The Proposer shall provide customer references for similar Online Travel Authorization Management Systems 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 developing this Online Travel Authorization Management System.

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

1. 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.

2. 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) Management accounts for the last three (3) fiscal years reflecting current financial conditions; if there are no management accounts available then provide the last three (3) annual tax returns.
- ii) An interim balance sheet and income statement for any period of time in excess of six (6) months of the management accounts 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.

7. SUBMISSION OF REQUIRED DOCUMENTATION

Online Travel Authorization System

RFP No. AA012021

The Proposer must complete, sign as required and submit the following documents accordingly labeled Appendix A through D as part of its submission of the Proposal:

Qualitative Proposal - Appendix A
Technical Proposal - Appendix B
Timing Proposal - Appendix C
Cost Proposal - Appendix D

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 Administration Building, Terrance B. Lettsome International Airport, Beef Island, VG 1120, 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 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.

10. PRE-PROPOSAL CONFERENCE

In lieu of a Pre-proposal Conference, questions may be directed to the contact person, Mrs. Luce Hodge Smith, at email lhodgesmith@bviala.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
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@bviaa.com

11. PROPOSAL GUARANTEE DEPOSIT

Each Proposal shall be accompanied by a Proposal Guarantee Deposit of US\$200.00. The Deposit shall be in the form of a cashier's check, bank draft drawn, or bank wire, payable to BVI Airports Authority Limited. No other form of Deposit will be accepted.

All checks and bank wires 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.

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 digitally, 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 PROPOSALS

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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.

19. CONFLICT OF INTERESTS 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 of 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, 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.

20. 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.

21. 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.

22. 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.

23. EVALUATION PROCESS

23.1 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), participates in such action.

23.2 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.

23.3 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/Operation/Maintenance of the System as described in this RFP and additional services/updates to be provided	25
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	15
5	Proposed Price	20
	Technical Criteria Total (Maximum)	100

23.4 OVERALL RANKING: The Evaluation/Selection Committee will then determine the overall ranking the total maximum achievable evaluation points for which 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.

25. 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.

26. NOTICE OF AWARD FOR ONLINE TRAVEL AUTHORIZATION AND MANAGEMENT SYSTEM

Notice of award, for the Online Travel Authorization and Management System 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.

27. REPRESENTATION 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.

