



CAYMAN ISLANDS GOVERNMENT

Ministry of International Trade, Investment, Aviation and Maritime Affairs

Cayman Islands Government

Request for Proposals

For

CIG Ministry of International Trade, Investment, Aviation and Maritime Affairs

International Trade & Investments survey and strategy

Request for Proposals No.: **MITI/2019/0001**

Issued:, **2019**

Submission Deadline:, **June 24, 2019, 12:00:00 PM Eastern Standard Time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables	4
1.4 RFP Timetable	4
1.5 Submission of Proposals	5
PART 2 – EVALUATION, NEGOTIATION AND AWARD	7
2.1 Stages of Evaluation and Negotiation.....	7
2.2 Stage I – Mandatory Submission Requirements	7
2.3 Stage II – Evaluation	7
2.4 Stage III – Pricing	7
2.5 Stage IV – Concurrent Negotiations and BAFO.....	8
2.6 Stage V – Contract Negotiations.....	8
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	10
3.1 General Information and Instructions.....	10
3.2 Communication after Issuance of RFP	11
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	12
3.5 Confidential Information.....	13
3.6 Procurement Process Non-binding	14
3.7 Governing Law and Interpretation.....	14
APPENDIX A – FORM OF AGREEMENT	15
APPENDIX B – SUBMISSION FORM	16
APPENDIX C – PRICING FORM	19
A. THE DELIVERABLES	21
B. MATERIAL DISCLOSURES.....	22
C. MANDATORY SUBMISSION REQUIREMENTS	22
D. MANDATORY TECHNICAL REQUIREMENTS.....	22
E. PRE-CONDITIONS OF AWARD	23
F. RATED CRITERIA	23
APPENDIX E – REFERENCE FORM	25
APPENDIX F – LOCAL INDUSTRY IMPACT STATEMENT	26
APPENDIX G – CIG REVERSE AUCTION PROCEDURES	27

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (the “RFP”) is an invitation by the Ministry of International Trade, Investment, Aviation and Maritime Affairs (MITI) on behalf of the Cayman Islands Government (“CIG”) to prospective proponents to submit proposals for creating an **International Trade and Investment strategy for the Cayman Islands**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Cayman Islands Government requires a PR & Marketing Agency to develop a strategic overarching “Brand Cayman” marketing plan to include brand positioning, messaging, and overarching creative collateral that can be used by multiple government and private sector agencies when they promote Cayman on the global stage. The agency will be required to review all current communication and promotions conducted within or on behalf of the Cayman Islands internationally to assess [value/] current messaging and outcomes, and to signpost any conflicts or opportunities to support “Brand Cayman” going forward.

Coming out of the recommendations, a Strategic Trade Advisory Group (STAG) will be established to provide a forum for high-level strategic discussions between government, and stakeholders representing a cross-section of interests from all parts of the Cayman Islands on trade policy matters. Consideration will be given to offer a seat for two years on this advisory group to the winning bidder.

Background

On 10th December 2018 His Excellency, the Governor wrote to the Premier acknowledging the formation of a new Ministry which was agreed to be named the Ministry of International Trade, Investment, Aviation and Maritime Affairs (MITIAMA). MITIAMA will be the central Government entity responsible for monitoring and enhancing external relationships as well as identifying and attracting international trade and investment to the Cayman Islands.

MITIAMA’s purpose is to:

- Enhance the reputation of the Cayman Islands, internationally;
- Advance the economic and political interests of the government, the people and the business community, internationally and;
- Foster an investment and business friendly environment with, including acting as a single doorway for potential foreign direct investment.

1.2 RFP Contact

If a proponent is in doubt as to the true meaning of any part of this RFP or other documents contained herein, he/she may submit questions only via the Bonfire platform:

<https://cayman.bonfirehub.com/opportunities>

Questions regarding the response and submission process should be submitted in writing to :

Vinton Chinsee
vinton.chinsee@gov.ky
Chief Financial Officer

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of CIG, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with CIG for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between CIG and the selected proponent. It is CIG's intention to enter into an agreement with one or more legal entities.

1.4 RFP Timetable

Issue Date of RFP	MAY 22, 2019
Deadline for Questions	MAY 31, 2019
Deadline for Issuing Addenda	JUNE 12, 2019
Submission Deadline	JUNE 24, 2019 AT 12:00 NOON
Rectification Period	3 DAYS
<u>Anticipated</u> Initial Ranking and Commencement of Concurrent Negotiations	July 5, 2019
<u>Anticipated</u> Deadline for Submission of Best and Final ("Offers BAFO")	July 12, 2019
<u>Anticipated</u> Final Ranking	July 19, 2019
Contract Negotiation Period	2 weeks
<u>Anticipated</u> Execution of Agreement	August 2, 2019

The RFP timetable is tentative only and may be changed by CIG at any time. For greater clarity, business days means all days that CIG is open for business.

1.5 Submission of Proposals

Please follow these instructions to submit via our electronic Public Portal.

Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Submission Form-Appendix B	File Type: PDF (.pdf)	1	Required
Reference Form-Appendix E	File Type: PDF (.pdf)	1	Required
Proposal Submission	File Type: PDF (.pdf)	1	Required
Local Industry Impact Statement-Appendix G	File Type: PDF (.pdf)	1	Required
Pricing Form – Appendix C	File Type: Excel (.xls)	1	Required
Form of Agreement-Proposed Contract	File Type: Word (.doc, .docx)	1	Required
Copy of Valid Trade & Business License from relevant jurisdiction	File Type: PDF (.pdf)	1	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please note that **only ONE (1) file can be uploaded for each Requested Document above**. If you upload more than one file into the same slot, the previous file will be overwritten.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

1.5.1 Proposals to be Submitted at Prescribed Location:

Proposals shall be submitted electronically at the following platform:

<https://cayman.bonfirehub.com/opportunities>

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Submission Deadline to begin the uploading process and to finalize your submission.

Important Notes:

Each Requested Document is instantly sealed and will only be visible after the Submission Deadline.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

CIG uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

1.5.3 Proposals to be Submitted in Prescribed Format

See Appendix D, Section F

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by uploading a new file/s as **only ONE (1) file can be uploaded for each Requested Document above**. If you upload more than one file into the same slot, the previous file will be overwritten.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The CIG is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

CIG will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, CIG will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that CIG issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

CIG will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of CIG as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

CIG will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III may consist of the following two sub-stages:

2.4.1 Initial Price Offering

CIG will score the submitted initial price offering of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.4.2 Reverse Auction or BAFO (Final Price Offering)

CIG may at its discretion conduct a Reverse Auction (RA) or Best and Final Offer (BAFO) process in accordance with the method set out in the Pricing Form (Appendix C). In the event that CIG conduct a RA or BAFO, this shall be considered proponent's final price offering and CIG will score the final price offering in accordance with the price evaluation method set out in the Pricing Form (Appendix C).

2.4.3 Option not to Engage in RA or BAFO

If after the evaluation of the initial price offering CIG chooses not to engage in the RA or BAFO process, CIG may proceed directly to selection of top-ranked proponent.

2.5 Stage IV – Concurrent Negotiations and BAFO

2.5.1 Initial Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be initially ranked based on their total scores.

2.5.2 Concurrent Negotiations and BAFO Process

CIG intends to invite multiple proponents to enter into concurrent negotiations. In the event of tie in the eligible rankings, both proponents will be invited. During these concurrent negotiations, CIG will provide each proponent with any additional information and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to CIG.

2.5.3 Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be evaluated against the rated criteria set out in under Final Evaluation Criteria in Section F of the RFP Particulars (Appendix D) and will be assigned a final ranking using the same process set out above. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with CIG. In the event of a tie, the successful proponent will be determined by a simple random method chosen in CIG's sole discretion. The tied proponents will be notified in advance of the date and time for the tie breaker and the method of selection. This tie breaker will be conducted in front of witnesses and a representative of each of the tied proponents will be invited to attend.

2.5.4 Option not to Engage in BAFO

After the completion of Stage III, CIG may choose not to engage in the concurrent negotiations and BAFO process and may proceed directly to contract negotiations with the top-ranked proponent.

2.6 Stage V – Contract Negotiations

2.6.1 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of CIG or the proponent(s) and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between CIG and the selected proponent(s). Negotiations may include requests by CIG for supplementary information from the proponent(s) to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by CIG for improved pricing or performance terms from the proponent(s).

2.6.2 Time Period for Negotiations

CIG intends to conclude negotiations and finalize the agreement with the top-ranked proponent(s) during the Contract Negotiation Period, commencing from the date CIG invites the top-ranked proponent(s) to enter negotiations. Any proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.6.3 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, CIG may discontinue negotiations with a top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until agreement(s) are finalized, until there are no more proponents remaining that are eligible for negotiations or until CIG elects to cancel the RFP process.

2.6.4 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 References and Past Performance

In the evaluation process, CIG may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with CIG or other institutions.

3.1.5 Information in RFP Only an Estimate

CIG and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by CIG

CIG will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

CIG makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. CIG may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. CIG is under no obligation to provide additional information, and CIG is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CIG is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If CIG, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CIG. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If CIG determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CIG may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, CIG may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). CIG may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by CIG and a proponent, the other proponents will be notified directly in writing of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any

debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with CIG's procurement protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

CIG may disqualify a proponent for any conduct, situation or circumstances, determined by CIG, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix B).

3.4.2 Disqualification for Prohibited Conduct

CIG may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if CIG determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of CIG; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

CIG may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CIG, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of CIG

All information provided by or obtained from CIG in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of CIG and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables, except as required by law or by order of a court;
- (c) must not be disclosed without prior written authorization from CIG; and
- (d) must be returned by the proponent to CIG immediately upon the request of CIG.

3.5.2 Confidential Information of Proponent

All proposals and other information submitted to CIG in relation to this RFP become property of CIG and, subject to the provisions of the Freedom of Information Law (2015 Revision), will be held in confidence.

A proponent should identify any specific information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is expected to be maintained by CIG. The confidentiality of such information will be maintained where it is legally protected, or by order of a court.

Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by CIG to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of any information, including personal information, pursuant to this RFP, questions should be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Process Contract and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any contract-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor CIG will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and CIG by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CIG to enter into an agreement for the Deliverables.

3.6.4 Cancellation

CIG may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws the Cayman Islands.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

Proponents are required to submit their proposed Form of Agreement or Contract for Review & Evaluation by the CIG.

The following terms are to be included in any eventual Agreement between the CIG and the Successful Proponent. Although the final wording of the provisions may be subject to negotiation, Proponents should be prepared to enter into an Agreement to include the provisions as described below:

1. The Contract shall be governed by the laws of the Cayman Islands and the courts of the Cayman Islands shall have exclusive jurisdiction over all matters governing this Contract.
2. The parties agree that the procedures under this article are governed by the Cayman Islands Arbitration Law, 2012.
 - a. Where an issue arises between the parties to the Contract, the Claimant party shall communicate in writing to the Respondent party the particulars of the issue and the remedy sought.
 - b. The Respondent party shall be given 10 (ten) days within which to respond in writing to the particulars of the issue.
 - c. If the Claimant party is dissatisfied with the response, then the issue shall be resolved by arbitration in accordance with the provisions of the Cayman Islands Arbitration Law, 2012.
 - d. In the conduct of the arbitral proceedings, it is agreed by the parties that-
 - The language of the arbitration shall be in English
 - The seat of the arbitration shall be the Cayman Islands
 - The appointing authority, may, based on mutual agreement, be chosen by the parties or in the absence of such agreement, the court may designate an appointing authority
 - e. The “Appointing Authority” is to be given the meaning as defined in section 2 of the Arbitration Law, 2012.
 - f. The parties agree that “issue” in relation to a contract includes but is not limited to:
 - A dispute;
 - A controversy;
 - A claim
 - A breach
 - Termination; or
 - invalidity
 - g. The parties agree that fees of the arbitrator and fees directly connected to the arbitration shall be equally borne by the parties.
 - h. The parties also agree that legal costs and costs incurred by each party in respect of the arbitration shall be borne by each party.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CIG and the proponent unless and until CIG and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by CIG prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ . If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CIG in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of CIG within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby acknowledges that any information provided in this proposal, even if it is identified as being supplied in confidence, is subject to the provisions of the Freedom of Information Law (2015 Revision), and may be disclosed where required by law or by order of a court. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CIG to the advisers retained by CIG to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING FORM

Pricing shall be included with your RFP at this time. Pricing submitted with the RFP response shall be considered the initial price offering. The initial offering will be a “placeholder bid” / “starting price” in the event that a reverse auction or a last best and final offer is conducted at a later date as determined by CIG.

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Caymanian Dollars (KYD), inclusive of all applicable duties and taxes.
- (b) Rates quoted by the proponent must be all-inclusive and must include all bonding costs, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 29 points of the total score.

3. Billing

Services shall be billed per unit price as specified below (e.g. per evaluation, per report, etc.) upon completion and delivery of the specified service.

4. Pricing Form

Initial Contract Term

Deliverable Category	Pricing Structure	Instructions	Estimated Quantity Initial Contract Term	Initial Price Offer (Unit Price)	Initial Price Offer (Extended) Initial Contract Term
Survey/engagement results and analysis of key stakeholders, (both public and private sector)	Deliverable including two presentations and a detailed report to management/decision makers	This cost is to cover survey of key stakeholders including those in appendix D	1	\$	\$
An International Trade and Investment strategy for the Cayman Islands	Deliverable including two presentations of the proposed strategic plan and a detailed written plan with summary for management/decision makers	This cost to cover the delivery of a detailed strategy including timelines, projected costs of the strategy and summary	1	\$	\$
Initial Contract Term Total Cost					\$

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Completion of all requirements per the terms of this proposal as documented herein throughout the term of the contract.

Requirements

REQUEST FOR PROPOSAL:

- **Survey/engagement results and analysis of key stakeholders, (both public and private sector)**

A complete survey and analysis of all of the trade and investment that Cayman attracts, facilitates or interacts with globally. This includes services and goods, imports, exports and facilitation of global trade (financial services). The report should give a comprehensive view of Cayman's international footprint in each sector Cayman participates in, including financial services - broken down into relevant sections, Maritime and aviation (including registrations), tourism, healthcare, entertainment, sports, etc.

The consultant will be required to produce a proposed approach which should be accepted by management. At the conclusion of the survey a draft report will be presented to the Chief Officer and his team. After discussions and adjustments if necessary, the final product will be presented to a wider audience along with a completed detailed report.

Entities that will need to be engaged with and reviewed during the contract period will be at a minimum: (non-exhaustive list)

- The Office of the Governor
 - Ministry of Financial Services and Home Affairs
 - Ministry of Transport, Tourism and District Administration
 - Department of Tourism
 - Cayman Airways
 - Cabinet Office - Director of Government Communications
 - Monetary Authority of the Cayman Islands
 - Department of Commerce and Investment
 - Cayman Finance
 - Maritime Authority of the Cayman Islands
 - Civil Aviation Authority of the Cayman Islands
 - Cayman Islands Real Estate and Brokers Association
 - Cayman Islands Tourism Association
 - Individual Large Hotels and Condos, if not covered by CITA
 - Cayman Enterprise City
 - Technology Park Cayman
 - Health City Cayman Islands
 - Dart Cayman Islands
- **An International Trade and Investment strategy for the Cayman Islands.**
Based on the results of the survey, the consultant will work with the government in formulating a strategic plan for trade and investments internationally. The strategy

should include proposed implementation time lines, alternatives and indicative costs and resources required. At the conclusion of the strategy formulation and discussions, presentation of a draft report will be presented to the Chief Officer and his team. After discussions and adjustments if necessary, the final product will be presented to a wider audience for socialisation along with a completed detailed report.

B. MATERIAL DISCLOSURES

- B.1 Specifications: Awarded vendor is to provide all services as specified in Appendix D, Section A (“The Deliverables”) of this RFP.
- B.2 The successful proponent will be required to possess a valid Trade & Business License from the jurisdiction in which proponent operates.
- B.3 The successful proponent will be required to carry and show evidence of Professional Indemnity Insurance coverage prior to contract award.
- B.4 Current legislation does not require work permits for non-resident team members who are on-islands for less than ten (10) days on the condition that only such activities under contract are engaged in and no other activity is carried out that would otherwise require a work permit. The proponent shall **not** include in its rates for work permits for any overseas employees engaged in the work, unless it is anticipated that they would need to be on-islands for a period exceeding ten (10) days. www.immigration.gov.ky

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form - Appendix B

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Form of Agreement (Appendix A)

Each proposal must include a proposed Form of Agreement / Contract per the instructions contained in the Appendix A.

3. Other Mandatory Submission Requirements

- 3.1 Each proposal must include a copy of Proof of training in HAY job evaluation.
- 3.2 Each proposal must include a copy of a valid Trade & Business License from the jurisdiction in which proponent operates.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

1. Each proposal must include proponent's proof of insurance requirements; not less than CI\$100,000.

F. RATED CRITERIA

The following sections set out the categories, weightings and descriptions of the rated criteria for both stages of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

#	Rated Criteria	Weighting	Threshold
Part 1 – Rated Criteria			
1	Company's experience of similar project type and size, which specifically means contracts of similar type and size within the public and/or private sectors.	20	10
2	Company's approach/project plan for how the deliverables will be achieved	20	15
3	Time scale for delivery and completion.	10	N/A
4	Supervisory Staff qualifications and experience – which means the experience of the project Supervisor and staff who are proposed to work on this contract and have supervised projects of the types covered in (1) and (2) above.	10	5
5	Overall quality of proposal – the bidder has demonstrated that they understand the proposed vision for the tender and have complied with all of the tender requirements.	5	N/A
6	Local Impact Assessment	1	N/A
7	Company's approach/plan for how skills will be transferred to MITI designates during the project	5	N/A
	Rated Criteria Sub-Total	71	45/71
Part 2 - Price			
8	Price	29	N/A
	Total	100	100

F.1 Company Experience – Project Type and Size

Proposal Response shall include three examples of projects similar in type and size to the project requirements specified in Appendix D, Section A “The Deliverables”. References provided in Appendix E may also be utilized to verify the proponent’s qualifications for this criterion.

F.2 Company Approach / Project Plan for How Deliverables Will Be Achieved

Proposal Response shall describe in detail how the proponent will approach and plan for the project requirements specified in Appendix D, Section A “The Deliverables and how the deliverables will be achieved.

F.3 Time Scale for Delivery and Completion

Proposal Response shall include a detailed time scale for completion and delivery of the project requirements specified in Appendix D, Section A “The Deliverables”.

F.4 Supervisory Staff Qualifications and Experience

Proposal Response shall include an overview of the Supervisory Staff and resumes for each team member.

F.5 Overall Quality of Proposal

F6 Local Industry Impact Statement

Each proposal should include a Local Industry Impact Statement completed in accordance with the instructions contained in Appendix F.

F.7 Company Approach / Project Plan for Skills will be Transferred to MITI Staff During the Project

Proposal Response shall describe in detail how the proponent will approach and plan for skills to be transferred to MITI staff during the project.

Proposal Submission Format

The Proponent should provide their understanding of the full scope of the proposed solution and criteria as specified above in a clear and concise manner.

The submission for this part shall be no more than fifty (50) pages (single sided, minimum 10 pt. font) or five (5) pages (double sided, minimum 10 pt. font) pages. Appendices, organizational charts, diagrams and personnel resumes are not to be considered in the number of pages.

APPENDIX E – REFERENCE FORM

Each proponent is required to provide three (3) references from clients who procured similar services from the proponent in the last 5 years. One of the references must be from a local, state or federal government.

The CIG reserves the right to contact only the references of the short-listed proponents.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX F – LOCAL INDUSTRY IMPACT STATEMENT

Introduction

The Cayman Islands Government is committed to maximising opportunities for local businesses in competing for, and winning, Government procurements. As part of this commitment, suppliers are required to provide a statement of industry impact as part of their submission. This statement is aimed at enabling suppliers to outline how their proposed supply of goods/services will provide a positive impact on the local industry.

Your local industry impact statement is an essential part of your submission and will be used by the agency to evaluate your submission. The statement will contribute a minimum of 5% of the procurement evaluation. Suppliers that fail to submit a statement will not receive a score in relation to this criterion.

Local industry impact statement

Please provide comment on how your submission will positively impact on the local industry/economy. You do not need to answer all of the questions below and your submission is not limited to these issues (which are provided as prompts). You will need to ensure you can verify the information you submit and where possible should provide actual numbers of staff/values of goods and/or services in your statement.

What is the direct local impact of your business?

Examples: Are you a local supplier (how many people do you employ, where is your business located, what is the ownership)? How many people do you employ in Cayman? Would any new jobs be created by the proposed contract?

What is the direct local impact of your submission?

Examples: How much of the goods and services in your submission will be provided by/sourced from local suppliers (this includes goods/services you provide as well as goods/services procured/produced from suppliers/sub-contractors/partners)?

What is the indirect local impact of your submission?

Examples: Will you source components of your offer from other local SME companies/sub-contractors or is there new work to be undertaken locally as a result of you fulfilling the contract or workers travelling to the local area to undertake the work? How much?

Other, broader local impacts of your submission?

Examples: Your supply may lead to: new skills being developed locally; trainees/apprentices being appointed; cross transfer skills to a local partner/sub-contractor; your company (if you are not local) setting up an office/employing local staff; scale for you to take your products/services interstate/overseas; local community sponsorship etc.

Completed and endorsed

.....
(Name and position – print)

.....
(Signature)

...../...../.....
(Date)

APPENDIX G – CIG REVERSE AUCTION PROCEDURES

- Reverse Auctions allow government and other commercial businesses to obtain pricing information from vendors on a web-based online platform where multiple vendors are able to submit descending pricing, multiple times within a proscribed time period. Quite simply, if you have an internet connection then you are able to participate in a Reverse Auction.
- During the RFP process the vendor will submit their initial price offering along with their response. The initial price offering will be considered the “placeholder bid” or “starting price” utilized at a later date by the vendor on the Reverse Auction Platform.
- The Cayman Islands Government (CIG) will review the documents you submit and score them for the non-price criteria outlined in the RFP. They will then notify Electronic Auction Services, Inc. (EASi) as to which vendors will be participating in the Reverse Auction and will provide us with vendors contact names and information.
- EASi will contact each vendor to schedule an in-depth 20-30 minute training session with the vendor representative who will be submitting pricing on the day of the Reverse Auction. This training session will typically take place 1 or 2 days in advance of the Reverse Auction date and allows vendors to familiarize themselves with the platform and to ask questions.
- The afternoon/evening prior to the Reverse Auction event date EASi will send an email to each vendor notifying them that they can now submit their placeholder/opening bids. These are your initial bids and are required to be submitted prior to the start of the bidding event in order to properly reflect your initial bid rankings.
- The vendor interface will be configured such that one vendor will not know the identity, or pricing, of competing bidders until the event is complete.
- During the auction the vendor may submit multiple prices and/or markups depending on the line item. The final price and/or markup entered will be your final offer. The event will begin with a pre-determined amount of time, with extension periods built in to allow vendors to continue entering prices until they are at a desired ranking/price point.
- During the auction the vendor’s overall submission may be ranked using an “RFP Scored Ranking” method. This method works by combining both price and non-price scores. Vendor’s price score is calculated using a formula that computes a proportion of a maximum number of points. The proportion is based on the vendor’s price relative to the lowest price. The lowest price submission always receives the maximum number of points. The non-price score is the sum of all rated criteria scores.