



**Request for Proposals**  
**For**  
**Owen Roberts International Airport**  
**Airfield Upgrade Financing**

Request for Proposals No.: **PPC-2019-CIAA-053-RFP**

Issued: **Tuesday January 21<sup>st</sup>, 2020**

Submission Deadline: **Friday February 14<sup>th</sup>, 2020 12:00:00 PM local time**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Cayman Islands Airport Authority (“CIAA”) to prospective proponents to submit proposals for **airside upgrade project financing of CI\$12.4 M over a maximum of 10 years as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”)**.

**There will be 2 Categories for this RFP:**

- 1. Overdraft Facility CI \$8.5 Million**
- 2. Fixed loan facility CI \$12.4M**

The CIAA is a statutory organisation under the Ministry of District Administration, Tourism and Transport.

As custodian of Cayman’s airport system, which consists of two international aerodromes, the CIAA seeks in its vision to position Cayman’s international airports as preferred gateways to the Caribbean and the Americas; while establishing the domestic entities as effective intra-island air transport linkages.

The organisation is committed to:

- the development of Cayman’s airport system by promoting and facilitating the expansion of air transportation and related industries, while ensuring the delivery of world-class service and adherence to the culture of operational excellence.
- fostering environmental responsibility.
- continuing its significant contribution to the national economy via the effective monitoring of the management and operation of the international and domestic airports.

### **Owen Roberts International Airport (ORIA)**

Owen Roberts International Airport (ORIA) commenced commercial operations in 1952 and is the main international gateway linking the Cayman Islands to destinations worldwide. It provides the main point of entry and exit to Grand Cayman, Cayman Brac and Little Cayman. It is located in the capital, George Town, approximately five minutes from the downtown area within close proximity of Seven Mile Beach, the heart of the island’s tourism, banking and financial district and the cruise terminal.

ORIA directly employs just over 200 staff and also plays a major role in the Islands’ tourism and financial sectors, annually catering to over 25,000 commercial and private aircraft movements and just under one and a half million passengers including tourists, business visitors and residents of the three Islands. ORIA is open to the public from 4:30 am to 9:00pm.

Owned and operated by the Cayman Islands Airports Authority (CIAA), ORIA, boasts a runway of 7,008 feet long by 150 feet wide and has just completed a major redevelopment and expansion of its commercial terminal facility.

The CIAA has improved its physical infrastructure through the construction and upgrade of staff,

short and long-term parking facilities and roadways which have enhanced the traffic flow. The CIAA has embarked on a major 20-year redevelopment programme which will continue over the next years with a view to providing world-class service while ensuring that its operation remains viable, further establishing it as a valuable contributor to the two pillars of the Islands' economy.

CIAA caters to commercial, domestic and Fixed Based Operator (FBO) traffic. Airlines providing weekly, daily and charter services into Grand Cayman include, Cayman Airways the national flag carrier of the Cayman Islands, American Airlines, British Airways, Air Canada, Delta Airlines, WestJet, Southwest, JetBlue, and the recently engaged Caribbean Airlines among others. The Airport is located within walking distance to a number of rental car agencies.

The General Aviation Terminal (GAT) caters to FBO traffic and is also home to the Meteorological Department which advises the Cayman Islands Government and the Hazard Management unit on weather related matters. There is one Fixed Based Operator at GAT, Island Air, who handles the majority of private aircraft movements on behalf of the Cayman Islands Airports Authority.

### **Charles Kirkconnell International Airport (CKIA)**

Charles Kirkconnell International Airport, formerly known as Gerrard-Smith International Airport, commenced operations in 1955 when Cayman Brac Airways started an air link to Grand Cayman. The Airport, which boasts a runway of 6,010 feet long by 150 feet wide, plays an important role in Cayman Brac's development as a top tourist and dive destination catering to a myriad of visitors, including residents who chose to "getaway" from the hustle and bustle of Grand Cayman.

The Airport is owned and operated by the Cayman Islands Airports Authority and has a staff complement of under 40 employees. CKIA is open to the public from 7:00 am to 7:00pm.

Overall the CIAA's 204 staff (as of Dec 2019) HR's issues are coordinated by an HR Department of 3 individuals, a CHRO, an HRM, and a Training Coordinator. Many of the systems, policies, procedures, and programmes are in need of review and updating, including the compensation structure and related polices.

#### **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 EASi:

Ashleigh Pickens  
[apickens@eauctionservices.com](mailto:apickens@eauctionservices.com)

Proponents and their representatives are not permitted to contact any employee, officer, agent, elected or appointed official and or other representatives of CIAA, 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 required to enter into an agreement with CIAA for the provision of the Deliverables in the form attached as Appendix A to the RFP (the "Agreement"). CIAA reserves the right to award multiple contracts due to the nature of this RFP. The term of the Agreement is to be for a period of up to 10 years, with an option in favour of CIAA to close out the Agreement on the same terms and conditions earlier without incurring any further penalties.

### 1.4 RFP Timetable

Issue Date of RFP	Tuesday January 21, 2020
Deadline for Questions	Wednesday February 5, 2020 12:00 Noon EST (GMT-5)
Deadline for Issuing Addenda	Friday February 7, 2020
Submission Deadline	Friday February 14, 2020 12:00 Noon EST (GMT-5)
Rectification Period	Three (3) Business Days from Notification of Rectification
Anticipated Initial Ranking of Proponents	Friday February 28, 2020
Anticipated Execution of Agreement	April 2020
Irrevocability Period	120 days

The RFP timetable is tentative only and may be changed by CIAA at any time.

### 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	Instructions
Proposed Contract - Appendix A	File Type: Word (.doc, .docx)	1	
Submission Form - Appendix B	File Type: PDF (.pdf)	1	
Pricing Form - Appendix C	File Type: PDF(.pdf)	1	
References Form – Appendix E	File Type: PDF (.pdf)	1	
Appendix F - Local Industry Impact Statement	File Type: PDF (.pdf)	1	
Trade & Business License	File Type: PDF (.pdf)	1	

Proposal	File Type: PDF (.pdf)	Multiple	If Submitting for both Categories, a Document will need uploaded into each defined Category to be scored separately
Financial Proposal	File Type: PDF (.pdf)	Multiple	If Submitting for both Categories, a Document will need uploaded into each defined Category to be scored separately
Regulatory and Audited Financial Information	File Type: PDF (.pdf)	1	
Credit Committee's Approval	File Type: PDF (.pdf)	1	
Financial Projections	File Type: PDF (.pdf)	1	
Details of Credit Rating	File Type: PDF (.pdf)	1	
Detailed Financing Options	File Type: PDF (.pdf)	1	
Customer Service	File Type: PDF (.pdf)	1	

### 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 document 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?**

CIAA uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto: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 G for proposal submission format.

### **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 CIAA is under no obligation to return withdrawn proposals.

### **1.5.6 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of 120 days running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

CIAA will conduct the evaluation of proposals in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, CIAA will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent 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 CIAA issues a rectification notice to the respondent. The mandatory submission requirements are listed 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**

CIAA will review the submissions 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 CIAA as to whether a quotation 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**

CIAA will evaluate each qualified quotation on the basis of the rated criteria as set out in Appendix D, Section F of the RFP.

### **2.4 Stage III – Pricing**

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

#### **2.4.1 Initial Price Offering**

CIAA 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)**

CIAA 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) for collection of pricing. In the event that CIAA conduct a RA or BAFO, this shall be considered proponents' final



price offering and CIAA 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 CIAA chooses not to engage in the RA or BAFO process, CIAA may proceed directly to selection of top-ranked proponent.

#### **2.5 Selection of Top-Ranked Proponent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of CIAA, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be determined by a simple random method chosen in CIAA'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.

#### **2.6 Notice to Proponent and Execution of Agreement**

Notice of selection by CIAA to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of CIAA and may be waived by CIAA.

#### **2.7 Failure to Enter into Agreement**

In addition to all of CIAA's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, CIAA may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

#### **3.1.2 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.

#### **3.1.3 Proposals in English**

All proposals are to be in English only.

#### **3.1.4 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.

#### **3.1.5 References and Past Performance**

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

#### **3.1.6 Information in RFP Only an Estimate**

CIAA 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.

#### **3.1.7 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.

### **3.1.8 Proposal to be Retained by CIAA**

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

### **3.1.9 No Guarantee of Work or Exclusivity of Contract**

CIAA makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement will not be an exclusive contract for the provision of the described deliverables. CIAA reserves the right to contract with others for goods and services related 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 shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. No such communications are to be directed to anyone other than the RFP Contact. CIAA is under no obligation to provide additional information, and CIAA shall not be 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. CIAA shall not be 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 CIAA, 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 CIAA. 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 CIAA determines that it is necessary to issue an addendum after the deadline for Issuing Addenda, CIAA may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, CIAA 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. The response received by CIAA shall, if accepted by CIAA, form an integral part of the proponent's proposal.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once the Agreement is executed between CIAA 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 CIAA'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**

CIAA may disqualify a proponent for any conduct, situation or circumstances, determined by CIAA, 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**

CIAA may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if CIAA 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 CIAA; 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**

CIAA 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 CIAA, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of CIAA**

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

- (a) is the sole property of CIAA 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 CIAA; and
- (d) must be returned by the proponent to CIAA immediately upon the request of CIAA.

### **3.5.2 Confidential Information of Proponent**

All proposals and other information submitted to CIAA in relation to this RFP become property of CIAA 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 CIAA. 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 CIAA 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 Reserved Rights and Limitation of Liability**

### **3.6.1 Reserved Rights of CIAA**

CIAA reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;

- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to CIAA;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

- (a) neither CIAA nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of CIAA's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

### **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 shall not be construed as intending to limit the pre-existing rights of CIAA; and
- (c) are to be governed by and construed in accordance with the laws of 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 CIAA

The following terms are to be included in any eventual Agreement between the CIAA 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. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C).

### 3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 5. Addenda

The proponent is deemed to have read and accepted all addenda issued by CIAA prior to the deadline for Issuing Addenda. The onus is on proponents to make any necessary amendments to their proposals based on the 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: \_\_\_\_\_. Proponents who fail to complete this section 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 CIAA 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 contemplated 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 CIAA 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:

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**8. Proposal Irrevocable**

The proponent agrees that its proposal shall be irrevocable for a period of days following the Submission Deadline.

**9. 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 CIAA to the advisers retained by CIAA to advise or assist with the RFP process, including with respect to the evaluation this proposal.

**10. Execution of Agreement**

The proponent agrees that in the event its proposal is selected by CIAA, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

<hr/> Signature of Witness	<hr/> Signature of Proponent Representative
<hr/> Name of Witness	<hr/> Name of Proponent Representative
	<hr/> Title of Proponent Representative
	<hr/> Date
	I have the authority to bind the proponent.

## APPENDIX C – PRICING FORM

**Pricing shall be included with your RFP response at this time. Pricing submitted with the RFP response shall be considered the initial price offering.**

### 1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Caymanian Dollars (KYD) inclusive of all applicable processing fees, duties and taxes clearly distinguishable.
- (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,

### 2. Evaluation of Pricing

Pricing is worth **90 points** of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

1	<i>Financing costs (interest basis and margin, issue price/discount rate)</i>	80 points
2	<i>Ancillary fees (arrangement fee and standby fee)</i>	5 points
3	<i>Other (legal fees and stamp duty, currency conversion etc.)</i>	5 points

### 3. Pricing Form

Proponent's may show multiple versions of the pricing form with blended options to ensure clarity in the **Financial Proposal** section of this document.

**Pricing must be clear for each Financing Facility and Grand Total.**

See Next Page...

Overdraft Facility CI \$8.5 Million	Total Cost for Facility
<i>Financing costs (interest basis and margin, issue price/discount rate)</i>	\$
<i>Ancillary fees (arrangement fee and standby fee)</i>	\$
<i>Other (legal fees and stamp duty, currency conversion etc.)</i>	\$
<b>Grand Total</b>	<b>\$</b>

Fixed loan facility CI \$12.4M	Total Cost for Facility
<i>Financing costs (interest basis and margin, issue price/discount rate)</i>	\$
<i>Ancillary fees (arrangement fee and standby fee)</i>	\$
<i>Other (legal fees and stamp duty, currency conversion etc.)</i>	\$
<b>Grand Total</b>	<b>\$</b>

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

CIAA is desirous of entering into contractual agreements for the purpose of acquiring external capital funding of C\$12.4M over a maximum of 10 years for the ORIA airfield upgrade as specified below.

#### Background:

The ORIA, airfield upgrade base project consists of five sub projects as follows:

- **Existing runway strengthening.** The runway scope of works was identified in the ORIA 2032 Master Plan to ensure that ORIA complies with International Civil Aviation Organization (ICAO) safety requirements and that the runway is able to accommodate larger aircraft, specifically the British Airways B777 series aircraft. The project will rehabilitate the entire runway and add an overlay that will fully address the current needs in line with current and possible future aircraft loadings.
- **Existing runway extension of 406 ft. (West (08) end).** A Runway End Safety Area (RESA) was installed at the end of Runway 26 in 2016 and to accommodate the installation, the runway length was reduced by 403ft reducing the Take-Off Run Available (TORA) by this distance. This reduction in runway length reduced the weight capacities of aircraft and limited longer flight distances. Additionally, the existing turn pad is too small and does not conform to ICAO Annex 14. The current turn pad is irregular and does not account for an appropriate runway strip and graded area in the runway system, therefore does not meet the stringent requirements of Annex 14.
- **Removal of ponds at the west end of the airfield.** There are currently 9 fresh water ponds on the airfield. Surveys have concluded that the ponds are no more than 10ft deep. The wildlife that these ponds attract has been identified by the Civil Aviation Authority as a significant risk.
- **Establishing a robust airfield perimeter access road.** The current perimeter road is poorly graded and located. The perimeter road has a dual function.
  - The road is essential for maintenance and safety and security vehicular traffic to allow these critical inspections.
  - The second function is for emergency vehicles.
- The perimeter road will be constructed using asphalt that was removed from the runway during the rehabilitation project
- **Expanding the aircraft ramp in an easterly direction to accommodate 2 Code C (or one Code E) stands.** During peak period of operations, the apron is congested requiring aircraft to hold on taxiways or in the air. There is a definite business need to expand the ramp to provide two additional stands for code C aircraft or one stand for the much larger code E aircraft.

The above projects are scheduled as per the current Airport Master Plan with proposed variations works identified as follows:

- **Increase ramp space at the General Aviation (GA) terminal** - In the last two years in particular, demand for parking space at the GA ramp has been increasing. The proposed expansion will provide additional parking for high net-worth customers and significantly reduce the potential for incidents to occur on the ramp that will impact operational safety and alleviate some liability concerns.
- **Code E parallel taxiway from runway 27 to taxiway Delta** - This proposal for a code E taxiway that will be from the main terminal ramp to the runway 26 (east) end and allows for all commercial aircraft traffic to remain off the runway while taxiing for take-off from runway 26. Currently, commercial traffic will taxi from the main terminal ramp along the main runway to position for take-off.
- **Commercial ramp additional extension** - Proposed expansion of the ramp in an easterly direction to accommodate two additional stands for code C aircraft or one stand for a code E aircraft.

## **B. MATERIAL DISCLOSURES**

For the term of the agreement, CIAA seeks a proposal for a period of 10 year, with an option in favour of CIAA to end the agreement on the same terms and conditions without any additional penalty.

**Financing Structure:** CIAA will select the bid that best suits its cashflow requirements at minimum cost.

The financing procurement process will be conducted in accordance with Section 34 of the Public Management and Finance Law (2018 Revision), Part IX of the Financial Regulations (2018 Revision) and Schedule 1 of the Procurement Law, 2016.

### **B.1 Category Bidding Requirements**

CIAA reserves the right to award multiple contracts due to the nature of this RFP

There will be 2 Categories for this RFP:

1. Overdraft Facility CI \$8.5 Million
2. Fixed loan facility CI \$12.4M

### **B.2 LOAN SPECIFICATIONS**

The requirements of the financing are as follows:



### **B.2.1 Facility Amount**

Tenderers are required to submit proposals for the Long-term financing of CI\$12.4 ,000,000.00 and an overdraft facility capped at \$8,500,000. Tenders are to be submitted for the entire financing facility.

### **B.2.2 Drawdown of Facility**

The Cayman Islands Airport Authority is anticipating that the proceeds from the facility will be accessible by April 2020.

The CIAA reserves the right to draw down less than the CI\$12,400,000.00 fixed loan facility or utilize the CI\$8,500,000 overdraft facility.

### **B.2.3 Term**

Submissions should include a proposal for a 10-year term.

The term of the facility shall commence from the date of signing of the loan agreement.

### **B.2.4 Repayment of the Facility**

The facility will be repaid in monthly installments over the life of the facility as agreed. Interest will be paid monthly on the reducing balance of the facility. The CIAA reserves the right to repay the debt, in part, or whole without being subject to early repayment interest penalties or make-whole clauses.

### **B.2.5 Denomination of Facility**

The facility must be denominated in Cayman Islands Dollars

### **B.2.6 Facility Security**

The facility is unsecured.

### **B.2.7 Interest Rate Options**

The Cayman Islands Government requires the option to drawdown on a fixed interest rate basis, with the option to subsequently consolidate any amounts withdrawn. The option to fix the rate, in advance, on future drawings (forward rate agreement) is also required to allow for the locking-in of future rates in advance for a specified term.

### **B.2.8 Tax Risk**

The CIAA will not accept any tax risk relating to any proposed funding structure.

### **B.2.9 Variation of Interest Rate**

The CIAA will not accept any increase in the interest rate charged on the facility over its life arising from any change in, or introduction of, any tax or levy.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **C.1. Submission Form (Appendix B)**

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

### **C.2. Proposed Contract (Appendix A)**

Each proposal must include a Proposed Contract (Appendix A) completed according to the instructions contained in the form.

### **C.3 Appendix E – Reference Form**

Previous experience and work history. Three references should be provided in Appendix E. One of the references should preferably be from a government entity or regional airport of similar size.

### **C.4 Appendix F - Local Impact Assessment**

The Proponent should identify factors that take into account the broader socio-economic impact as it relates to benefits to the local Cayman Islands economy should they become the successful proponent.

An example is impact on business and local community, how many if any jobs would be expected to come from it, or any other factors that you see as relevant to benefit the local economy.

See Appendix F for additional information

### **C.5. Other Mandatory Submission Requirements**

#### **C.5.1 Trade & Business License**

Each **proposal must include a copy** of a valid Cayman Islands Trade & Business License or certificate of good standing from the Cayman Islands Monetary Authority (CIMA), Companies Registry, Health Insurance Commission, Pensions and Immigration.

#### **C.5.2 Regulatory and Audited Financial Information**

Regulatory and Audited Financial Information required for the previous 3 years. Year to date financials statements required at the time of submission

#### **C.5.3 Credit Committee's Approval**

Tenderers are required to obtain their credit committee's approval in advance for the facility amount for which they are submitting an offer. Evidence of this approval must be submitted with your tender along with a declaration stating that the information provided in the tender document is true and correct, and the signatories are duly authorized.

#### **C.5.4 Financial Projections**

Financial Projections including cashflows over the projected life of the financing proposal required.

#### **C.5.5 Details of Credit Rating**

Details of credit rating and line of credit facilities and loan portfolio performance over the past 3 years and projection for the next 5 years required.

#### **C.5.6 Detailed Financing Options**

Detailed financing options and or blended financial to be proposed for the CIAA in this section.

#### **C.5.7 Customer Service**

Proponent's Proposal Submission should include a detailed overview of the proponent's customer service program including, but not limited to, personnel, customer service request response times, available hours, and any software and tracking tools available to the customer.

### **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

### **E. PRE-CONDITIONS OF AWARD**

- Proof of Liability Insurance (Professional Indemnity Insurance of at least CI\$1.0 million from an A rated insurer held in the name of the firm;)
- Proof of compliance with Cayman Islands Health Insurance Commission requirements
- Proof of compliance with Cayman Islands Labour and Pension Law
- Proponent must provide proof of good standing with CIMA and General Registry
- Must be certified by CIMA as an A-class bank in the Cayman Islands.

## F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria 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.

#	Category	Weighting
<b>Part 1 – Rated Criteria</b>		
1	<i>Reporting requirements (debt ratios, CIG ratings, negative pledges, breach requirements/recourse provisions)</i>	5
2	<i>Service levels (accessibility and notice period for drawdown)</i>	5
	<b>Subtotal</b>	<b>10</b>
<b>Part 2 – Pricing / Financial Proposal</b>		
1	<i>Financing costs (interest basis and margin, issue price/discount rate)</i>	80
2	<i>Ancillary fees (arrangement fee and standby fee)</i>	5
3	<i>Other (legal fees and stamp duty, currency conversion etc.)</i>	5
	<b>Subtotal</b>	<b>90</b>
	<b>Total</b>	<b>100</b>

### Part 1 – Rated Criteria

Provide in **Proposal Submission** the detailed response to Appendix D – RFP Particulars, sections A in a clear and concise manner. The submission for this part shall be no more than ten (10) 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.

Proponent's **Proposal Submission** shall be presented in a professional, clear, coherent, logical, unambiguous manner allowing the ease of understanding by an ordinary individual. Appendices should be incorporated where necessary to support and illustrate proposal.

Proponents Proposal Submission should cover both Reporting Requirements and Services Levels as described in Table above.

### Part 2 – Financial Proposal

#### To be used in conjunction with Appendix C – Pricing Form

Proponents **Financial Proposal** must detail interest rates, ability to finance projects, penalties and set up charges, financial options/blends, requirements for collateral and guarantees. Proponent's Proposal Submission shall demonstrate the ability to meet or exceed the specification in Appendix D – (Section A). The CIAA reserves the right to consider variations from the specifications with due regard to their importance.

Proponents are required to state their standard notice period required to make the funds available; especially as it relates to the bank OD.

The **Interest rate** and **cost of issuance** and period interest are to be included in the amount financed and amortized over the term of the financing. You are requested to **quote firm prices** for the facility in the form of a fixed margin over one of the following benchmarks:

- One-month Libor
- US Federal Reserve Interest Rates
- US Treasury

The fixed margin should be the all-in, fully inclusive of credit spread, carrying cost, standby fee, stamps and any other related fees except for legal and arrangement fees, which should be disclosed separately in the bid submission. No other fees/margins/commissions/expenses etc. will be borne by the CIAA other than those included in the quoted all-in rate, clearly identified and quantified in a fully transparent manner.

## APPENDIX E – REFERENCE FORM

Each proponent is required to provide three (3) references from clients who have procured similar sized services from the proponent in the last 5 years. The CIAA reserves the right to contact any or all references

### 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 5% to 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 enterprise (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 enterprises (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)