



Airports Development Project

**Request for Proposals for Professional Services to Prepare an
Outline Business Case/Master Plan for Proposed Airports
Development in the Cayman Islands**

Request for Proposals Number: **PPC-2021-CIAA-059**

Issued: **10th February 2022**

Submission Deadline: **22nd March, 2022 04:00:00 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’s Authority (“CIAA”) to prospective proponents to submit proposals for **the Airports Development Project**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

1.2 RFP Contact:

For the purposes of this procurement process, the “RFP Contact” will be:

Contact Officer:

Mr. Nicholas Johnson

For the purposes of this RFP process, the “RFP Communication” will be through the Bonfire Portal message center.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of CIAA, other than the RFP Contact (through the Bonfire Portal), concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’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”). It is CIAA’s intention to enter into the Agreement with only one (1) legal entity.

1.4 RFP Timetable

Issue Date of RFP	10 th February 2022
Pre-Bid / Site Meeting	25 th February 2022
Deadline for Questions	4th March 2022
Deadline for Issuing Addenda	15th March 2022
Submission Deadline	22 nd March 2022
Anticipated Execution of Agreement	20 th April 2022
Irrevocability Period	90 days

The RFP timetable is tentative only, and may be changed by CIAA at its sole and absolute discretion any time.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at Prescribed Location

Proposals must be submitted at:

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

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

1.5.3 Proposals to be submitted in Prescribed Format

No hard copies required only digital submissions as stated above.

1.5.4 Amendment of Proposals

Respondents 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**. If you upload more than one file into the same slot, the previous file will be overwritten. Any amendment received after the Submission Deadline will not be considered

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. CIAA is under no obligation to return withdrawn proposals

[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 proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of CIAA, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

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 proposals to determine whether the mandatory technical requirements, if applicable, as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of CIAA, be disqualified and not evaluated further.

2.3.2 Rated Criteria

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

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section F of the RFP Particulars (Appendix D). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

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 CIAA's Reserved Rights, as outlined in clause 3.6, 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 (Appendix A- RFP particulars –within [30] days of receipt 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 thirty (30) 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 thirty (30) 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 Volume 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 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 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 and it is the responsibility of the proponent to carry out its own evaluation of any information received. 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 and for reviewing the same. 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 period of time such period of time to be set by the CIAA in the sole and absolute discretion of the CIAA.

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 will be required to enter into the Agreement attached to this Appendix A to the RFP

Proponents must confirm that they have reviewed and accepted the terms and conditions of the Agreement and that they will be prepared to enter into the Agreement.

Name: _____

Signed:



AGREEMENT

for

CONSULTANCY SERVICES

for the

Airports Development Project

PPC-2021-CIAA-059

between

Cayman Islands Airports Authority

and

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

AGREEMENT FOR RFP No: PPC-2021-CIAA-059

THIS AGREEMENT is made this day XXXXXXXXX

BETWEEN:

The Cayman Islands Airports Authority (hereinafter called the "CIAA") of the one part, and [Company Name] of [Company Address] (hereinafter called the "Prime Consultant") of the other part.

WHEREAS:

The CIAA requires the services of a consultant to prepare an Outline Business Case for the Airports Development Project, (hereinafter called the "Project"), as set out herein;

The Prime Consultant submitted its proposal dated _____ for the provision of services in response to the RFP; and the CIAA has accepted the Prime Consultant's proposal and wishes to engage the Prime Consultant to provide the required Services ("as defined below") for the Project on the terms set out in this Agreement. **The Request for Proposal Document and the Successful Respondent's Response Document shall be deemed as part of this Agreement.**

IT IS HEREBY AGREED that with effect from the date of this Agreement, the CIAA, shall employ the Prime Consultant to perform the Services (as hereinafter defined) in accordance with the terms and conditions as follows:

SCOPE OF SERVICES TO BE PROVIDED BY THE Prime Consultant:

1. Scope of Services - The Consultant shall provide all of the services described in the attached **Schedule A**; ("the Services") (As per RFP – Appendix D – Section A - Deliverables).
2. Contract Baseline Schedule - The Baseline Schedule for provision of the Services shall be as confirmed in **Schedule B**. The Prime Consultant shall provide the services related to the Outline Business Case within one hundred and fifty (150) calendar days. The Prime Consultant shall provide a Schedule in Gantt chart format confirming its proposed schedule. Such schedule shall be updated each 30 day period to record actual progress and record any delay and be duly submitted with each fee invoice.

3. Contract Price Proposal - The Consultant shall provide all of the Services described for the amount of [REDACTED] as issued on XXXXXXXXXX in the attached Schedule C – Price Proposal; (As per RFP – Appendix C - Pricing Form).

The above documents shall be appended to this Agreement at the time of its execution;

CONDITIONS OF APPOINTMENT

A1. Standard of Services

- a) The Prime Consultant shall at all times exercise due and proper professional skill, care and diligence in the discharge and/or provision of the Services. The Services shall be carried out by the Prime Consultant to the complete satisfaction of the CIAA.
- b) The Prime Consultant shall be bound and shall procure that its employees, servants and agents are bound by the codes of conduct, professional ethics, and standards of professional practice established by the Cayman Islands Society of Professional Accountants and the independent Federation of Accountants or equivalent body in the Prime Consultant's country of domicile if applicable.
- c) For the avoidance of doubt, in performing the Services the Prime Consultant will carry out an audit or other assurance engagement in accordance with applicable professional standards. The CIAA may rely on the Prime Consultant's final written deliverable and not an oral advice or draft deliverables. If the CIAA wishes to rely on something the Prime Consultant has said in relation to the Project, at the CIAA's request this may be included in a written deliverable on which the Authority can rely.
- d) Notwithstanding any other provision hereof, it is agreed that the CIAA is entitled to rely on and does rely wholly on the Prime Consultant's professional skill, experience and judgment to furnish the Services described in this Agreement.
- e) The Prime Consultant and its sub-consultants are required to disclose in writing to the CIAA, at the earliest opportunity, such interests which could, under any circumstances be construed either to reflect upon his integrity or are or may be perceived as a conflict of interest.

A2. Variation of Service

- a) The Prime Consultant shall not vary the scope of the Services to be provided under this Agreement without the CIAA's written consent to such variation and/or without the CIAA's request for such variation and the Prime Consultant, before proceeding to carry out any additional work or variation shall inform

the CIAA of any effect which such variation may have on the fees, expenses or time required to perform the Services.

A3. Engagement of Sub-Consultants

- a) The Prime Consultant will be responsible to the CIAA for any work carried out by any sub-consultants that it may engage for any purpose arising under this Agreement, and for the general coordination and integration of services provided by such sub-consultants. The Prime Consultant shall also be wholly responsible for ensuring that any sub-consultants are properly licensed.
- b) The Prime Consultant shall be wholly responsible for all sub-consultants' fees and expenses.

A4. Qualified Staff

- a) The Prime Consultant shall provide sufficient, appropriately qualified staff and as outlined in the RFP – Appendix D – Section A - Deliverables, to the satisfaction of the CIAA, with the intent that the Services are performed fully and effectively to the complete satisfaction of the CIAA within the agreed timelines.
- b) The Prime Consultant shall employ a “Consultant Representative” who shall be the lead member of the Consultancy Team. The Consultant Representative’s nomination shall be approved by the CIAA. The Consultant Representative shall be reasonably available to the “CIAA’s Project Manager” at all times. If the Prime Consultant is desirous to change its representative it shall require written approval from the CIAA.
- c) The Prime Consultant shall not utilize any servants, employees, agents, or other personnel of Cayman Islands Government or the CIAA in the carrying out of the Services.

A5. The CIAA’s Representative

- a) The Prime Consultant shall seek and receive all instructions from the CIAA’s Project Manager; and all correspondence shall be addressed to the named person.

A6. Information from the CIAA

- a) The CIAA shall provide the Prime Consultant with such information and decisions as are reasonably necessary for the proper performance of the Services to be performed by the Prime Consultant for the CIAA in such reasonable time as not to delay or disrupt the performance of the said services.
- b) Subject to (c) below the CIAA agrees that the Prime Consultant may collect process and store materials. Data information, materials and content relating to the CIAA or its affiliates, officers,

employees and agents (“Data”) for the purposes of i) providing the Services, ii) maintaining the “Prime Consultants” administrative and client relationship management systems and iii) providing the CIAA with information about the Prime Consultant and its range of services. Subject to such security requirements as the CIAA in its sole and absolute discretion may require the CIAA agrees that the Data may be transferred, disclosed, stored, processed and maintained by the Prime Consultant electronically on servers, in hard copy or original format in a number of different jurisdictions, including, and outside of, the Cayman Islands and/or any of the other jurisdictions solely for the purposes referred to within

- c) The Prime Consultant will comply with all data protection laws in the Cayman Islands from time to time

A7. Copyright

- a) All documents and any revisions thereto, including those in electronic form, prepared by the “Prime Consultant and its sub-consultants in connection with the Services, and any copyright therein shall be the property of the CIAA. All CIAA materials shall be immediately returned to the CIAA on any termination of the Agreement, whether or not any dispute exists between the CIAA and the Prime Consultant at, regarding and/or following termination of the Agreement.

A8. Use of Documents

- a) The CIAA confirms and the Prime Consultant agrees and acknowledges that the Outline Business Case (OBC) shall become a public document at such time as the CIAA shall in its sole and absolute discretion specify..
- b) Any use of the documents prepared by the Prime Consultant (other than the OBC and any other documents prepared by the Prime Consultant for any purposes envisaged by or contemplated directly or indirectly by this Agreement (which may be used at any time by the CIAA without the Prime Consultant’s approval), without the specific written approval of the Prime Consultant, will be at the CIAA’s sole risk. The CIAA shall take all reasonable steps to notify the Prime Consultant of any requests for information received by the CIAA under the Cayman Island Freedom of Information Legislation in connection with the Services as soon as reasonably practical and, where practical, in advance of any disclosure in response to such requests for information. The Prime Consultant will comply with any such requests and will cooperate fully with the CIAA in complying with any such requests and will supply such information as is required by any such request. Notwithstanding the above, the CIAA and the Prime Consultant shall comply with the Cayman Islands Freedom of Information Legislation.

A9. Assignment

- a) The Prime Consultant shall not assign any of its duties or responsibilities under this Agreement without the prior written consent of the CIAA.

A10. Professional Indemnity

- a) The Prime Consultant shall be required to obtain, from a reputable insurer with an AM best rating of A or better, professional indemnity insurance in the amount of CI\$2,000,000 for any one claim and aggregate arising out of this Agreement with the interest of the CIAA noted. The Prime Consultant shall on the request of the CIAA at any time, provide the CIAA with a copy of the policy.
- b) The professional indemnity insurance shall be maintained for a period of three (3) years from the date of this Agreement, unless such cover ceases to be available in which event the Prime Consultant will notify the CIAA immediately.

A11. Indemnity

- a) The Prime Consultant shall be solely responsible for and shall indemnify and keep indemnified the CIAA, its board of directors, employees, servants, officers and agents against all claims, losses, proceedings, demands, actions, damages and costs (including legal expenses) charges and expenses it may incur, in respect of any loss, damage or economic loss arising directly or indirectly out of or in connection with the carrying out of the Services by the Prime Consultant, its employees, sub-consultants servants, and officers and against all claims, losses, proceedings, demands, actions, damages and costs (including legal expenses) charges and expenses it may incur, in respect of any loss, damage or economic loss arising directly or indirectly as a result of the failure of the Prime Consultant its employees, sub-consultants servants, and officers to perform its obligations under this Agreement or any negligent act or omission (including gross negligence), fraud or willful default by any of the persons referred to in this clause.
- b) Where any loss or damage arises as a result of fraud the above limit shall not apply.

A12. Confidentiality

- a) The CIAA may require the Prime Consultant, in performing its obligations hereunder, to be bound by the terms of a separate confidentiality agreement in such form as the CIAA shall in its sole and absolute discretion specify from time to time.

A13. Suspension of Services

- a) The CIAA may in its sole and absolute discretion and for any reason, and at no additional cost to the CIAA, suspend the performance of the Prime Consultant's Services under this Agreement, in whole or in part, for a period of up to six months, by giving the Prime Consultant 30 (thirty) days written notice of its intention to do so.
- b) Upon service of Notice by either party the reasons for such action shall be set out in writing and delivered to the other party with the notice of suspension.
- c) The Prime Consultant shall upon receipt of any notice to suspend its services under this Agreement proceed in an orderly manner, but with all reasonable speed and economy to take such steps as are necessary suspend its services under this Agreement.

A14. Force Majeure

- a) The Prime Consultant shall give immediate written notice to the CIAA of any event of 'force majeure' which prevents it from carrying out any of the Services for which it has been engaged. For the purpose of this Agreement, an event of "force majeure" means any event or circumstance:
 - (i) That prevents the Prime Consultant from performing its obligations under this Agreement;
 - (ii) Is not within the reasonable control of, or the result of the negligence of, the Prime Consultant; and
 - (iii) Which, by the exercise of due diligence, the Prime Consultant is unable to overcome or avoid.
- b) Events of force majeure include, but are not limited to, war, earthquake, hurricane, flood, or such other adverse weather conditions, strikes, industrial action, epidemic or pandemic (except where such strikes or industrial action are within the powers of the Prime Consultant).
- c) Where the Prime Consultant notifies the CIAA of an event of force majeure, the parties may suspend performance of the Prime Consultant's obligations under this Agreement for such period of time as may be agreed between them and in the absence of agreement determined by the CIAA.

A15. Resumption of Services

- a) If the Prime Consultant has not been given instructions to resume any suspended Service(s) within six months from the date on which it received notice of suspension, it shall request in writing such

instructions. If instructions have not been received within 30 (thirty) days of such request, the Prime Consultant's appointment will be deemed to be terminated.

A16. Termination

- a) This Agreement may be terminated by either party at any time for any reason by 60 days' written notice of termination in writing to the other party. The Prime Consultant shall not be entitled to any compensation (other than regular payments due to the Prime Consultant hereunder for work carried out up to the date of termination) upon termination of this Agreement. The Prime Consultant shall, upon receipt of any notice to terminate its Services under this Agreement proceed in an orderly manner, but with all reasonable speed and economy to take such steps as are necessary to bring to an end its Services under this Agreement.
- b) Upon termination of this Agreement the Prime Consultant will cooperate with any incoming professionals, making available all relevant files (including without limitation any documents referred to in clause A7 above)) drawings and documentation as required for the efficient hand over of professional services and ultimate completion of the Services. Similarly, the Prime Consultant hereby agrees to cooperate with the personnel of any incoming professionals, making available all project files including any correspondence to the Prime Consultant in relation to this Agreement. This sub-clause shall not apply to any of the Prime Consultant's confidential and commercially sensitive documents and files.

A17. Termination on Final Completion

- a) Unless otherwise terminated earlier pursuant to Clause A14, the Prime Consultant's Services and engagement under this Agreement shall automatically terminate at the completion of the contracted Services.

A18. Claims after Termination

- a) The termination of this Agreement for any reason shall not prejudice or affect the accrued rights or claims of either party to this Agreement.

A19. Liquidation, Insolvency and Breach of the Agreement

- a) The CIAA may terminate this Agreement with immediate effect where the Prime Consultant:
 - (i) becomes insolvent or suspends payment of its debts or makes or enters into any assignment of its assets for the benefit of its creditors (other than a bona fide corporate re-organization that is

not for debtor relief), convenes any meeting of creditors or passes a resolution for the winding up or suffers a petition for winding up;

- (ii) Commences voluntary liquidation proceedings; or
- (iii) Has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of a receiver.
- (iv) is in breach of any of the terms of this Agreement and fails to remedy any such breach within 14 days of receiving notice of such breach from the CIAA

A20. Adjudication

- a) If any dispute or difference of any kind whatsoever shall arise between the CIAA and the Prime Consultant, at any time after execution of this Agreement, arising out of or in connection with this Agreement or the performance of the work, then such dispute or difference shall be referred in writing to and be settled by an Adjudicator (“the Adjudicator”). The name of the Adjudicator shall be agreed between the parties and in the absence of agreement nominated by the President for the time being of the Cayman Islands Society of Professional Accounts, or his nominee. The Adjudicator shall within a period of ten (10) days after being requested to settle any dispute or difference, by either party, give written notice of his decision.

In giving a decision, the Adjudicator shall be deemed to be acting as an expert and his decision shall be final and binding upon the parties, unless either party shall, within fourteen days of the Adjudicator’s decision, notify the other of dissatisfaction with the decision and require the matter to be settled by Arbitration,

A21. Arbitration

- a) Subject to sub-clause “b” herein, in the event that a dispute or a difference shall arise out of this Agreement, then such dispute or difference shall be referred to arbitration and the final decision of a person to be agreed between the parties, and in default of Contract Agreement of two arbitrators, one appointed by each party and their umpire in a manner provided by the terms of the Arbitration Act (2012 Revision) of the Cayman Islands and any statutory modification thereof for the time being in force.
- b) Notwithstanding the provision of sub-paragraph “a” hereof, in the event that a dispute or difference shall arise out of this Agreement which involves professional ethics or standards of professional practice,

and failing agreement between the parties, the matter will be referred for arbitration by the Cayman Islands of professional Accountants.

- c) The award of such arbitrator or arbitrators shall be final and binding on all parties.
- d) The language of the arbitration shall be in English.
- e) The seat of the arbitration shall be in the Cayman Islands
- f) The parties agree that fees of the arbitrator and fees directly connected to the arbitration shall be equally borne by both parties.
- g) The parties also agree that legal costs and costs incurred by each party in respect of the arbitration shall be borne by each party.

A22. Governing Law

- a) This Agreement is governed by and shall be construed in accordance with the laws of the Cayman Islands and the parties shall submit to the exclusive jurisdiction of the Cayman Islands.
- b) This Agreement Prime Consultant is subject to the Freedom of Information Laws of the Cayman Islands

A23. Serving of Notices

- a) Any notice required to be given or served under any provision of this Agreement, shall be so given or served by delivering a copy thereof to the principal place of business of the Prime Consultant, either by hand ,by registered post or by email to such email address as each party has provided to the other from time to time. In the case of registered post, such notice shall be deemed to have been served on the day following the day of posting. In the case of delivery by email such notice shall be deemed to have been served on the day it is sent or on the following working day when it is sent after 5pm.

A24. Entire Contract Agreement

- a) This Agreement together with all Appendices contain everything the parties have agreed in relation to the subject matter herein and supersedes all prior discussions, understandings and agreements between them in respect thereof. Neither party may rely on any earlier written document nor anything said or done by or on behalf of either party before this Agreement was executed.
- b) No variation of this Agreement will be of any force or effect unless it is in writing and signed by or on behalf of each party.

A25. No Waiver of Terms

- a) In the absence of a written agreement to the contrary, no neglect, omission or forbearance on the part of any party to take advantage of or to enforce any right, power or remedy arising out any breach, non-observance or non-performance by the other party hereto of any term, condition, or provision herein shall operate as (or be deemed to be) a general waiver of such term, condition or provision herein contained or by law implied or shall be deemed to be or operate as a general waiver of such right or power either original or recurring.

A26. Independent Contractor

- a) The Prime Consultant shall be an independent contractor and nothing expressed or implied in this Agreement nor is any act by either party to be construed as creating a partnership, principal and agent, or joint venture as between the parties. Accordingly, neither party has any right or authority to act on behalf of the other party, nor to bind the other party by contract or otherwise.

A27. Severance of provisions

- a) Should any provision of this Agreement be declared invalid or unenforceable for any reason by any court or other competent authority, then such provision shall be deemed to be a separate, distinct and independent provision, and such declaration shall not affect the remaining provisions of this Agreement which shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

A28. Trade and Business License

- a) The Prime Consultant shall be in possession of a current Cayman Islands Trade and Business License and any other licenses or permits necessary to carry out the Services which shall be kept current for the duration of the Agreement.

FEES AND EXPENSES

B1. Sum Payable

- a) Subject to the termination provisions set out in this Agreement the CIAA agrees to pay the Prime Consultant for providing the Services under this Agreement a maximum of the amount set out in Schedule C hereto originally submitted as appendix C to the Prime Consultant's Proposal (" the Contract Price").

B2. Costs covered by Sum Payable

- a) The Contract Price includes all costs and expenses incurred by the Prime Consultant in the preparation and delivery of the Services.

B3. Schedule of Payment

- a) The Prime Consultant shall submit an invoice for payment on a monthly basis for such parts of the Services rendered under this Agreement in the preceding month; the CIAA shall if the invoice is not disputed and the Prime Consultant is not in breach of any of the terms hereof make payment within 30 days of receiving the invoice. The Prime Consultant's Fee Invoices shall fully describe the Services performed.
- b) Each Application for Payment shall be accompanied with a monthly report and updated schedule confirming the Prime Consultant's progress against the baseline schedule submitted by the Prime Consultant's and attached to this Agreement. And including:

A work-plan confirming the parts of the Services achieved and proposed including meeting schedules, meeting records and reports.

A progress statement, together with a statement confirming the Prime Consultant's strategy to maintain the schedule. A copy of the Prime Consultant's time schedule, revised to indicate actual progress achieved.

A cost statement, together with a statement confirming the Prime Consultant's strategy to maintain the Contract Price.

A quality assurance report confirming the quality control and assurance procedures which have been applied to the Services.

B4. Additional Services

- a) The Prime Consultant shall not perform any additional work under this Agreement, unless the Prime Consultant has been instructed in writing by the CIAA Project Manager. Where as a result of changes instructed by the CIAA at any time during the term of this Agreement the Prime Consultant is required to undertake additional services not covered by this Agreement, the CIAA shall pay to the Prime Consultant in respect of the said additional services at the hourly rate as described in the rate schedule as submitted with the Prime Consultant's Proposal. The Prime Consultant shall submit time sheets fully describing the work performed for all additional work for approval by the CIAA.

B5. Payment of Suspension

- a) On suspension or termination of the Prime Consultant's services under this Agreement the Prime Consultant shall unless disputed be entitled to payment for its Services up to the point of suspension or termination in accordance with the provisions of this Agreement, and upon making such payment, the CIAA shall be entitled to possession and to make full use of all documents and information provided by the Prime Consultant in accordance with and for use under this Agreement.

END OF AGREEMENT

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 D, 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 check 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 (*add additional page if required*):

8. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 90 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 CAAA, 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.

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 FORM

To: Chief Executive Officer
Cayman Islands Airports Authority
298 Owen Roberts Drive
P O Box 10098
Grand Cayman, Cayman Islands

We, the undersigned, declare that:

- (a) We have examined and have no reservations, to the RFP Documents and information contained within, including Addenda issued.
- (b) We offer to execute, in conformity with the RFP, the following Works;

To Construct an Outline Business Case (OBC) for the Airports Development Project

1. Instructions on How to Complete Pricing Form

- (a) The price must be provided in Caymanian Dollars (KYD), inclusive of all applicable duties and taxes.
- (b) The price quoted by the respondent must be **all-inclusive** and must include all labour, plant, equipment and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, and all other overhead, including any fees or other charges required by law.

The Total All-Inclusive Price to produce an Outline Business Case as outlined in the RFP particulars - Appendix D - Section A - The Deliverables is:

CI\$ _____

(Amount in numbers)

(Amount in words)

In addition to the above, complete the table below for sub-consultant pricing (KYD):

	Consultant Description	Price
1	Financial Consultant	\$
2	Master planning Consultant	\$
3	Environmental Consultant	\$
4	Cost Consultant	\$
5	Other :	\$
6	Other :	\$
Total Price:		\$

(d) Our Quote shall be valid for a period of 90 (ninety) days from the date fixed for the submission deadline in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) We, including any of our sub-consultants or suppliers for any part of the contract are legally entitled to do business in the Cayman Islands and to perform the works and services required by contract documents.

(f) We, including any sub-consultants or vendors for any part of the contract, do not have any conflict of interest in accordance with this RFP.

(g) We are not participating, as a proponent or as a sub-consultant, in more than one proposal in this RFP process.

(h) We understand that this RFP, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(i) We understand that you are not bound to accept the lowest evaluated quote or any other quote that you may receive.

Name: _____

Signed: _____

In the capacity of: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on day of, _____

APPENDIX D – RFP PARTICULARS

Section A - THE DELIVERABLES

Project Background and Description:

The Cayman Islands are served by three airports; Owen Roberts International Airport (ORIA), Charles Kirkconnell International Airport (CKIA) and Little Cayman Airport (LCA). All three airports cater for commercial and general aviation traffic and at the end of 2019; leading up to the COVID-19 pandemic (“The Pandemic”) era, the commercial, business and tourist sectors had increased, specifically putting stress on the airports systems and their infrastructure. The current Airports Master Plan was published in 2014 and is now considered outdated, therefore, the Cayman Islands Airports Authority (CIAA), is requesting proposals from consultant teams, led by a Prime Consultant, which will include, but not necessarily limited to, a Financial Consultant, Airport Master Planner, Environmental Adviser and Construction Cost Consultant, to prepare an Outline Business Case (OBC) for Airports Development. The OBC should have a clear and concise projection of infrastructure options at all three airports accompanied with a financial study, outlining trigger points, environmental perspectives and a risk analysis determining associated consequences.

The Cayman Islands Government, (CIG), has approved a Strategic Outline Case (SOC) for Airports Development of the three airports as ORIA, CKIA, and LCA. The SOC document (Section B), clearly defines the need for an OBC developed through an Airports Master planning process which will demonstrate what future infrastructure development is required, when required and preferred procurement routes. The SOC emphasizes the need for an incorporated focus in the OBC for a new GA Facility at ORIA, stating the preferred location of the GA Facility and how the facility is to be procured. The OBC will have to explore several financing options ranging from self-finance, through Airports Authority revenue streams to private public partnership (PPP) and supported, as necessary, by the Cayman Islands Government. The current and prospective fund reserve and revenue streams of the CIAA will have to be reviewed to ensure adequate funding for the increased operational costs resulting from airport development. These perspectives will need to be defined in the OBC process.

The consultant team shall liaise collectively and coordinate their work to provide CIAA with an Outline Business Case for each airport facility which integrates an assessment of the financial aspects, master planning, environmental considerations and construction costs of the necessary infrastructure development. The consultant team shall prepare the master plans, and with input from their construction cost consultant, advise the CIAA on the phasing of the work required, against the funds available.

Additionally, the CIAA recognizes the importance of protecting the natural environment. For each infrastructure development the consultant team must advise on the studies required to be carried out to identify environmental impacts and the necessary mitigation to ensure the environment is protected.

The Project Scope:

The Scope of Work shall be to prepare an Outline Business Case in accordance with the requirements of the Procurement Act 2016 and the Procurement Regulations 2018 for the three airports as ORIA, CKIA, and LCA. A Master Plan for each airport is crucial to identify the strengths, weaknesses, opportunities and threats which will outline the needs for each individual airport. The OBC will also include financial analysis on construction costing, procurement options, risk and environmental considerations and with a prioritized focus on a new GA Facility at ORIA, therefore an in-depth study of a new GA Facility is required that will determine the preferred location of the facility at ORIA, capacity requirements, procurement options with an optimal procurement route and revenue enhancement.

General Issues

The CIAA shall only contract with only one entity which shall represent the consultant team responding to this request and shall be called the “Prime Consultant”. The Prime Consultant shall designate a “Consultant Representative” who shall be the lead for the duration of the project and coordinate the development of the OBC with the CIAA’s Project Manager at all times. The provision of the Professional Services is to be completely integrated between the disciplines forming the consultant group.

The Prime Consultant’s” proposal shall specifically include provision for completing all the consultancy work required to produce a robust OBC, including an Airports Master Plan for all three airports and a detailed focus on a GA Facility at ORIA.

Discussions, Meetings, Consultations and Presentations:

The Prime Consultant shall include for sufficient time (maximum of 5 meetings) in its fixed fee during the duration of the project for Discussions, Meetings, Consultations and Presentations to Cayman Islands Government Functions, Committees, including but not limited to; The Cabinet of the Cayman Islands, Ministry of Tourism, the CIAA, and the CIAA Board of Directors. It cannot be determined the quantity of these presentation or meetings, however, in light of the pandemic, the use of video conferencing is encouraged.

Project Meetings/Reports:

It is expected that the Consultant’s Representative will confer on a day to day basis with the CIAA’s Project Manager as and when required. Additionally, the Consultant’s Representative shall report on the status of the work, presenting to the CIAA’s Steering Committee at a formal project meeting held on a monthly basis throughout the duration of the consultant contract.

The agenda for the Steering Committee meeting shall be derived from the Prime Consultant’s monthly report which will outline the status of the project at that time.

Stakeholders Meetings:

The Prime Consultant shall review the data collected by the CIAA from all Stakeholders (Appendix B). The Prime Consultant shall include for carrying out one general meeting, using video conferencing, with each individual stakeholder to verify their comments and to confirm interpretations.

Public Consultation:

The Prime Consultant shall provide in their all-inclusive price to assist the CIAA in preparing for and conducting a (one) public outreach session, on each island. The Prime Consultant shall include, at their discretion, members of their team as required. These outreach sessions would include developing the presentation format in collaboration with the CIAA and providing the necessary display wall mounted materials. Included in these sessions the Prime Consultant will format an outreach survey to attendees and collate the responses for master planning purposes.

Travel Costs:

The Prime Consultant shall determine its own requirements regarding bringing any required overseas staff members to Cayman, although, due to the pandemic, this should be kept to a minimum and video conferencing should be used. The Prime Consultant shall include for all such travel costs, including international and domestic air travel and all project expenses inside the Prime Consultant's" fees.

Reimbursable Charges:

The Prime Consultant shall determine its own requirements regarding reimbursable charges and shall include for all such charges inside its fees.

Priorities:

The CIAA has identified that it is very important and a high priority to address the current deficiencies with the current General Aviation (GA) Facility at ORIA. The current GA Terminal is not fit for requirements, dated and has exceeded capacity. Additionally, the associated GA aircraft parking apron is also restricted in size and surpasses capacity during peak times. The Cayman Islands Government has listed a new GA Facility as one of their strategic objectives and in order to align with their strategy, a new facility has to be in place by end of 2024. Therefore a complete study is necessary to determine what is required, where the facility is to be located and how the project is to be procured. It is expected that a complete chapter of the OBC will be dedicated to the study of the new GA Facility.

Financial Considerations:

The GA Facility Project and other identified infrastructure projects, developed from the Airports Master Plans, will have to explore several financing options ranging from self-finance, through Airports Authority revenue streams to private public partnership (PPP) and supported, as necessary, by the Cayman Islands Government. This will be defined in the OBC process. The current and prospective fund reserve and revenue streams of the CIAA will have to be reviewed to ensure adequate funding for the increased operational costs resulting from airport development.

CONSULTANCY SERVICES

The consultancy scope of works set out below broadly outlines the minimum service required from each discipline to produce a robust OBC. The description of the work does not recognize the role of the Prime Consultant as this role will be determined by the consultant team prior to its proposal being submitted.

The specialty consultants' scopes, outlined below, pertain in each case to the preparation of the OBC and based on an Airport's Master Plan for each of the three airports in the Cayman Islands.

FINANCIAL CONSULTANT

Preparation of Financial Aspects of an Outline Business Cases:

The Outline Business Case shall provide the following financial information to the CIAA;

- Identify what airport development options are required at each airport
- Identify the preferred option(s) which are affordable, optimize value for money and pinpoint potential trigger events with cash flow projections.
- Identify any associated financial risks and economic impacts
- Identify the proposed procurement strategies and commercial considerations
- Identify the source of funding, and the accounting treatment
- Identify the project management delivery for the successful outcome of the projects:

The consultant shall prepare the OBC in accordance with the tools and techniques, and the treatment of costs and benefits, as required by the HM Treasury "Green Book". The Outline Business Case should also follow the Office of Government Commerce (OGC), Five Case Model format.

AIRPORT MASTER PLANNING CONSULTANT

Preparation of Master Plans for including in Outline Business Cases:

The consultant shall review the existing 2014-2032 Master Plan and prepare new Master Plans for all three airports ORIA, CKIA and LCA. The Master Plans are required to create sound strategies to guide current and future development at the airports, taking into consideration financial constraints, and technical and environmental issues. The Master Plans are to provide a logical phasing for development, responding to the OBC projected growth projections, and are to provide a basis for the preparation of more detailed proposals for each element of each facility. The plan shall provide for addressing the development of the facility over the following time periods - short (1-5 years), - medium (6-10 years), and long (11-20 years).

The Master Plan shall be produced in general accordance with the procedures in the United States Federal Aviation Administration's publication, *Airport Master Plans - Advisory Circular No. 150/5070-6B*. All standards and recommended practices used in the study and applied to the airport layout plan shall be in accordance with the relevant International Civil Aviation Organization's (ICAO) Standards and Recommended Practices (SARPS) and the Overseas Territories Aviation Requirements (OTARS).

The master plans will consider all aspects of the airport/s including but not necessarily limited to the following:

1. Inventory of existing conditions:

- a. Airports Facilities (airside and landside)
- b. Aviation Activity
- c. Environmental Issues
- d. Land Use, Zoning, and Other Local & Regional Planning Studies
- e. Airport Approach Roads and Ground Traffic
- f. Utilities
- g. Sustainability Initiatives

2. Aviation Forecasts – Update forecasts for:

- a. General Aviation Activity
- b. Air Carrier Activity
- c. Cargo Activity
- d. Fixed Rotor Activity

3. Facility Requirements

Assess the ability of the existing airport, both airside and landside, to support the forecasted demand. Identify the demand levels that will trigger the need for facility additions or improvements and estimate the extent of new facilities that may be required to meet that demand including but not limited to building infrastructure, vehicular traffic, utilities, land assets and identify any land appropriation targets that may be required. Due to the pandemic, the emergence of innovative touchless technology has become critical in supporting airport recovery. Automation, touchless technologies, passenger facilitation solutions and digital statistics collection methods have increased the efficiency of airport management and the master plans need to explore possibilities that can be utilized to ensure all airports operate at maximum efficiency.

4. Alternatives Development and Evaluation

Identify options to meet projected facility requirements and alternative configurations for each major component. Assess the expected performance of each alternative against a wide range of evaluation criteria, including its operational, environmental, and financial impacts. Based on this assessment provide recommended development alternatives and triggers for their implementation. Some alternatives will focus on enhancing/maximizing revenue producing opportunities. Alternatives will address short (5 year), medium (10 year) and long range (20 year) facility requirements.

5. Environmental Considerations

Determine the environmental requirements needed to move forward with each project in the recommended development program.

6. Airport Layout Plan

Provide a full electronic Airport Layout Plan for each airport and a Narrative Report depicting the phased development plan in the near-term, medium-term and long-term development of all three airports. This will include updating the current ALPs to reflect proposed development identified in the study.

7. Facilities Implementation Plan

Provide a capital improvement plan with a description of the recommended improvements, estimated implementation triggers and itemized costs

8. Financial Feasibility Analysis

Identify the financial plan for CIAA, and the means by which the CIAA can finance the projects recommended in the master plan. Demonstrate the financial feasibility of each project or program element.

9. Sustainability

The sustainability component of the Master Plan should focus on the environmental aspects of capital improvement projects, including their financing, design, construction, and operations, from a holistic policy level. Sustainability recommendations should be useful tools to guide, not constrain, decision-making.

10. Community Outreach/Stakeholder Input Facilitation

Since the long range development of all three airports will have an impact on the surrounding community, opportunities for public involvement throughout the process will be critical to the success of this Project. The CIAA, in collaboration with the consultant, will conduct one (1) public outreach workshop on each island to communicate progress and gather feedback. The CIAA encourages the consultant to submit creative ideas and solutions in order to garner robust and effective public participation.

ENVIRONMENTAL CONSULTANT

Preparation of the Environmental Aspects of the Outline Business Cases:

The consultant shall coordinate with the Airport Master Planner and confer on the development proposals for each airport and advise on the environmental studies required to be carried out to identify the impact and mitigation for each environmental issue. Interaction with the Cayman Islands Department of the Environment and the National Conservation Council to ensure that any proposed development option would align with the National Conservation Law (2013). Additionally, ICAO's Strategic Objectives are strongly linked to 15 of the 17 United Nations Sustainable Development Goals (SDGs). CIAA is fully committed to work towards attaining all or a portion of these goals and the OBC needs to reflect the opportunities and existing conditions that align with these objectives.

CONSTRUCTION ESTIMATIONS CONSULTANT

Preparation of the Construction Cost Estimates for the Outline Business Cases:

The consultant shall prepare cost plans which respond to the financial constraints, and are prepared in close liaison with the airport master planner, financial and environmental consultants. Cost plans for all three airports shall be prepared for the preferred options including costs per phase of the works.

CONTRACT SCHEDULE

The Proponent, who will become the Prime Consultant if successful, shall confirm with its tender proposal that it can complete the Outline Business Case that includes all three airports with associated Master Plans, within one hundred and fifty (150) calendar days of the CIAA's instruction to proceed. The Proponent shall submit a contract schedule for the preparation of the Outline Business Case which confirms this overall time period for completing the work together with an individual time period for each element of the work, with associated milestones, in the form of a Gantt Chart. For tendering purposes use May 1st 2022 as the project start date.

B. MATERIAL DISCLOSURES

- a) Airport Master Plan 2014-2032
- b) Stakeholder Data Gathering Record 2021
- c) Geotechnical Survey (2021) of undeveloped area at ORIA
- d) Business Case for GA Services (2021)
- e) Agreement Reference Document
- f) Local Industry Impact Statement Template
- g) Government approved Strategic Outline Case

C. MANDATORY SUBMISSION REQUIREMENTS

1. Confirm Acceptance of the Form of Agreement (Appendix A)

Each proposal must include the acceptance of the Form of Agreement. Completed and signed by an authorized representative of the proponent.

2. Submission Form (Appendix B)

Each proposal must include a Submission Form. Completed and signed by an authorized representative of the proponent.

3. Pricing Form (Appendix C)

Each proposal must include a Pricing Form. Complete in accordance with instructions contained in the form.

4. Financial Accountability

The proponent must provide a copy of the Proponents Company Bank Reference Letter no older than three months addressed to the Cayman Islands Airports Authority

5. Compliance with Cayman Islands Laws and Regulations

Provide proof of good standing in respect to medical, pension and workmen's compensation provisions for its employees.

6. An Hourly Fee Schedule

Each proposal shall include a schedule of hourly rates for all individuals who will be involved in this project.

D. MANDATORY TECHNICAL REQUIREMENTS

None

E. PRE-CONDITIONS OF AWARD

1. Insurances

The Prime Consultant shall indemnify the CIAA, all members of the CIAA Board, its employees, servants, officers and agents against, and hold them harmless from and shall otherwise be responsible to third parties for any claim, liability, loss or cost of any kind whatsoever (including attorney's fees) incurred by the CIAA which arises as a result of any negligence or default of the Prime Consultant, its employees, servants, officers and agents, or failure to comply with any of its obligations under the Agreement. The Prime Consultant's liability to indemnify the CIAA shall not exceed an aggregate amount of CI\$2,000,000. Where any loss or damage arises as a result of fraud the above limit shall not apply.

2. Trade and Business License

The award of contract shall be contingent on the successful proponent being in possession of a current Cayman Islands Government Trade and Business License in a related field. All proponents domicile in the Cayman Islands must provide a copy of their Trade and Business License. Proponents from overseas must demonstrate their commitment to obtain a Cayman Islands Government Trade and Business License within 30 days of contract award.

F. RATED CRITERIA

The committee will evaluate the information provided, and rate each firm by the following criteria:

	Proposal Evaluation	Maximum Score
1	Client References and Experience of the Firm	10
2	Experience of Project Team and Key Personnel	10
3	Project Approach and Understanding	30
4	Contract Schedule Confirmation	5
5	Local Industry Impact Assessment	5
6	Proposed all-inclusive Price	40
Total Points:		100

- Client References and Experience of the Firm: (Assigned weight 10 pts)
- Experience of Project Team and Key Personnel: (Assigned weight 10 pts)
- Project Approach and Understanding: (Assigned weight 30 pts)
- Confirmation of Contract Schedule (Assigned weight 5 pts)
- Local Impact Statement (Assigned weight 5 pts)
- Proposed All-Inclusive Fee: This will be based on a weighted average. The lowest cost proposal shall receive the full point value, other proposals will be allotted points based on the following: $(\text{low cost proposal} / \text{X}) * 40$, where X = proposals exceeding the low price. (Assigned weight 40 pts)

- **CLIENT REFERENCES AND EXPERIENCE OF THE FIRM (10 points)**

On one typed page, describe your firm: its history, number of employees, professional focus, location, etc. A background information sheet should be included for the Prime Consultant and an additional sheet for every sub-consulting firm included on the proposed team. The Prime Consultant and each sub consultant must provide a list of at least three similar projects completed within the last 7 years. The project shall be similar in complexity to the proposed Airports Development Projects and should have been successfully completed. The list should include a description of the project and should include the name and contact information of the owner's representative for the project for reference purposes.

- **EXPERIENCE OF PROJECT TEAM AND KEY PERSONNEL (10 points)**

Provide a list of the key personnel that will be used on this project. The list should include the names, resumes, and roles each key person will play on this project. These names should also be provided for all sub-consulting firms on the proposed team.

- **PROJECT APPROACH AND UNDERSTANDING (30 points)**

Each proposal shall describe the Prime Consultant's general approach and the methods the consultant team would employ for the preparation of the Outline Business Case for the Airports Development Project. The approach should describe the reasons your firm would be the most qualified to perform this project. This section should also be used to comment upon the scopes listed in Appendix D "The Deliverables". How would you approach the functional planning for the project? Confirm any particular added value or any innovative approach the team can bring to the benefit of the project. Provide a detailed Scope of Works that aligns with the broadly described project scope outlined in this RFP. Provide a description of how the tenderer will include local knowledge in their work and how the consultancy award will benefit the local economy. How will your team handle public involvement/outreach on the project? The review committee will use this response to evaluate the firm's experience and understanding of this project. Provide the above information in a comprehensive but concise format.

- **CONTRACT SCHEDULE (5 points)**

Is the timeline (150 days) outlined in this RFP reasonable and achievable? Has your team successfully delivered a similar project within this time frame? Please write a short narrative along with a Gantt style schedule, synergising all sub-consultants with critical milestones and confirming that the Outline Business Case can be completed in 150 days or an explanation as to why this timeframe cannot be achieved. For tendering purposes use April 1st 2022 as the project start date.

- **LOCAL INDUSTRY IMPACT STATEMENT (5 points)**

The Cayman Islands Airports Authority is committed to maximising opportunities for local industry in competing for, and winning, Government procurements. As part of this commitment, The Prime Consultant is required to provide a statement of industry impact as part of their submission. This statement is aimed at enabling consultants to outline how their proposed supply of services will provide a positive impact on the local industry or economy on the whole.

- **THE PROPOSED ALL-INCLUSIVE PRICE (40 points)**

The proposal entered on Appendix C, the "Pricing Form", shall state the Prime Consultant's all-inclusive price for completion of the OBC. This Proposed All-Inclusive Fee will be based on a weighted average. The lowest cost proposal shall receive the full point value, other proposals will be allotted points based on the following: $(\text{low cost proposal} / X) * 40$, where $X = \text{proposals exceeding the low price}$. (Assigned weight 40 pts)

End of RFP