

Request for Proposals No.: **PPC-2022-NRA-007-RFP**

Professional Services to perform an Environmental Impact Assessment for the East-West Arterial Extension for the Island of Grand Cayman, Cayman Islands

The National Roads Authority (NRA) of the Cayman Islands requests proposal from professionally qualified companies to provide professional environmental assessment services for the Island of Grand Cayman.

Issued: **Friday March 4, 2022**

Submission Deadline: **Thursday April 14, 2022, 5:00 PM local time (EST)**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Overview

The NRA is the Government entity responsible for planning, design, construction and maintenance of public roads on the island of Grand Cayman (Cayman Islands).

Grand Cayman encompasses 76 square miles with a fulltime population of approximately 68,000. Seasonal population increase is marginal and the island experiences air and cruise tourism all year round.

There are approximately 300 centreline miles of roadway with four main road classifications: primary arterials, secondary arterials, collector roads, and access roads. There are a total of eight (8) traffic signals and approximately 30 publicly owned/controlled roundabouts of varying forms and sizes.

The NRA requires the services of a qualified environmental firm to perform an Environmental Impact Assessment (EIA) for the East-West Arterial Extension, which extends from Woodland Drive to Frank Sound Road (Sections 2 and 3 of the East-West Arterial).

This RFP has been issued for the purpose of selecting one (1) professional environmental consultant to perform all requisite technical studies and analyses to complete an EIA for the East-West Arterial Extension.

Scoping of the EIA has been carried out by the Environmental Assessment Board (EAB), which is a subcommittee of the National Conservation Council, in accordance with Section 3 (13) of the National Conservation Law (2013). The EAB is chaired by the Director for the Department of Environment (DoE) the Deputy Director of the DOE and the Director of Planning are statutory members. For this project, other members include the Water Authority Cayman (WAC) and the Public Works Department's Major Projects Office. The EAB is comprised of Government agencies or departments that are normally part of the regulatory processes associated with the review, control and approval of plans, projects and/or development for a project of this nature. The EAB's Scoping Opinion is included as one of the attached appendices.

The EIA shall be conducted in accordance with the National Conservation Law (2013) EIA Directive (2016): <http://doe.ky/wp-content/uploads/2017/02/NCC-Directives-For-EIA-1.pdf>.

The outputs shall include:

- a) Development of Terms of Reference for the EIA (including public consultation)
- b) Completion of the Environmental Impact Assessment, in accordance with the Terms of Reference
- c) Preparation of the Environmental Statement, Technical Appendixes and Non-Technical Summary (including public consultation)
- d) Development of an Environmental Management Plan (EMP)

1.2 Invitation to Proponents

This Request for Proposals (the "RFP") is an invitation by the National Roads Authority (NRA) to prospective proponents to submit proposals for professional environmental assessment services,

as further described in Section A (the “Deliverables/Scope of Works”) of Appendix C - RFP Particulars of this RFP.

1.3 RFP Contact

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

Mr. Brian Chin Yee, Works Manager for the National Roads Authority
Email: Brian.Chin_Yee@nra.ky
Ph# 1-345-325-9081

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of NRA, 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.

1.4 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with NRA for the provision of the Deliverables/Scope of Works in the form attached as Appendix A to the RFP (the “Agreement”). It is NRA’s intention to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of two (2) years with an option in favour of NRA to extend the Agreement on the same terms and conditions for an additional term of three (3) months.

1.5 RFP Timetable

Issue Date of RFP	Friday March 4, 2022
Pre-Bid / Site Meeting	N/A
Deadline for Questions	Tuesday March 22, 2022; 5:00 PM local time (EST)
Deadline for Issuing Addenda	Thursday March 31, 2022
Submission Deadline	Thursday April 14, 2022; 5:00 PM local time (EST)
Anticipated Execution of Agreement	Wednesday June 1, 2022

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

1.6 Submission of Proposals

The National Roads Authority (NRA’s) designated PM, Mr. Denis Thibeault shall be the main liaison concerning the execution of deliverables pertaining to this RFP.

Respondents shall be scored heavily on their ability to grasp the desires of the NRA and demonstrate an ability to deliver cost effective solutions within a reasonable timeframe.

All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow the instructions carefully. NRA reserves the right to reject any or all Proposals, and to waive technicalities and informalities at its discretion.

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

Prepare your submission materials:

Name	Type	# Files	Requirement
Submission Form - (Appendix B)	File Type: PDF (.pdf)	1	Required
C1 - Company Qualifications	File Type: PDF (.pdf)	1	Required
C2 – Project Team Capabilities	File Type: PDF (.pdf)	1	Required
C3 – Project Understanding and Approach including Explanation of Challenges	File Type: PDF (.pdf)	1	Required
C4 – Milestone Schedule	File Type: PDF (.pdf)	1	Required
C5 – Communications and Availability of Key Resources	File Type: PDF (.pdf)	1	Required
D1 – Local Industry Impact Statement (Appendix D)	File Type: PDF (.pdf)	1	Required
E1 - Pricing Form: (Appendix E) Lump Sum Price Proposal for Section 2 Terms of Reference (Phase 1) Non-binding, order of magnitude cost estimates to complete the Environmental Impact Assessment (Phase 2) for Section 2, the Terms of Reference (Phase 1) for Section 3, and the Environmental Impact Assessment (Phase 2) for Section 3	File Type: PDF (.pdf)	1	Required

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

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

1.6.1 Proposals to be submitted at Prescribed Location

Proposals must be submitted online via the Cayman Islands Government Public Procurement Portal <https://cayman.bonfirehub.com/opportunities>

1.6.2 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. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location indicated in the RFP on or before the Submission Deadline. NRA does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

The Q&A period for this opportunity starts **March 4, 2022**. The Q&A period for this opportunity ends **March 22, 2022; 5:00pm local time (EST)**. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **April 14, 2022; 5:00 PM local time (EST)**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time 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. Browser cookies must be enabled.

Need Help?

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

1.6.3 Proposals to be submitted in Prescribed Format

Proponents should develop their proposal in electronic format and upload to the Cayman Islands Government (CIG) Procurement Web Portal at the location prescribed in 1.6.1 above.

Proposals will be primarily evaluated using a technical framework. The technical proposal shall be worth a maximum of **80 points** and scored primarily in line with the following criteria as presented in Section F of Appendix C:

- Company Qualifications;
- Project Team Capabilities;
- Project Understanding and Approach, including Explanation of Challenges;
- Milestone Schedule;
- Communications and Availability/Key Resources;

- Local Industry Impact Statement

The Proponent is also required to submit a detailed cost proposal in US Dollars for all services and materials defined in the RFP. The Lowest Price Cost Proposal, as described in Appendix E, will be awarded up to a maximum of **20 points**.

1.6.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in electronic format at the location prescribed in 1.6.1 above.

1.6.5 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. NRA is under no obligation to return withdrawn proposals.

1.6.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 5 days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

NRA 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 NRA, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix C).

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 – Mandatory Technical Requirements

The EAB will review and rank the proposals to determine whether the mandatory technical requirements, as set out in Section D of RFP Particulars (Appendix C), have been met. The EAB ranking will establish the proposed team(s) competency level to carry out the EIA. Should the EAB determine that a consultancy team does not meet the basic competency requirements, that will be reflected in their ranking and will not be eligible to proceed further. All proponents who have successfully met the mandatory submission and mandatory technical requirements will proceed to Stage III and Stage IV evaluation. A minimum score of 18 points out of 25 points on the Stage II evaluation will be required to be considered for Stage III and Stage IV evaluation.

2.4 Stage III – Rated Criteria

NRA 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 C).

2.5 Stage IV – Pricing

Stage IV will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix E). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.6 Selection of Top-Ranked Proponent

After the completion of Stage IV, all scores from Stage III and Stage IV will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of NRA, 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 method chosen in NRA'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.

2.7 Notice to Proponent and Execution of Agreement

Notice of selection by NRA 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 C), within fifteen (15) days of notice of selection. This provision is solely for the benefit of NRA and may be waived by NRA.

2.8 Failure to Enter into Agreement

In addition to all of NRA'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, NRA may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent.

2.9 Additional Terms and Conditions

2.9.1 Performance

In the event that the Proponent's performance is unsatisfactory, or it is deemed to be in the best interests of the National Roads Authority to cease work and services on the Project, the Managing Director will issue a Stop Work notification to the Proponent. The Proponent may not proceed with work, incur labor or expense charges after such Notification. The Lump Sum payments of the agreement will be calculated on a pro rata basis up to the date of such Notification and Termination.

2.9.2 Fee Negotiations

Fee negotiations will be required for subsequent phases of work, as described more fully in Section E of the RFP Particulars (Appendix C). If agreement with the highest-ranked Proponent cannot be reached for the subsequent phases of work, the Managing Director will formally terminate the negotiations. A Scope Clarification Meeting will then be held with the next highest ranked Proponent and procedures to create an agreement with this firm will be commenced. **If negotiations are unsuccessful with all ranked and qualified firms, the National Roads Authority will retender.**

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

3.1.6 Information in RFP Only an Estimate

NRA 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 of the Deliverables/Scope of Works. 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 NRA

NRA 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

NRA 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/Scope of Works. NRA 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. NRA is under no obligation to provide additional information, and NRA 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. NRA 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 NRA, 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 NRA. 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 NRA determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, NRA may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, NRA 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 NRA shall, if accepted by NRA, 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 NRA 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 the Cayman Islands Government'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

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

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

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

3.5 Confidential Information

3.5.1 Confidential Information of NRA

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

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

3.5.2 Confidential Information of Proponent

All proposals and other information submitted to NRA in relation to this RFP become property of NRA 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 NRA. 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 NRA 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 NRA

NRA 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 NRA;
- (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 NRA 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 NRA'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 NRA; 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

AGREEMENT FOR PROFESSIONAL SERVICES

This Services agreement for the development *description of services/work* (The “**Agreement**”) is by and between the National Roads Authority (NRA) whose principal place of business is located at 370 North Sound Road Grand Cayman, Cayman Islands (The “**Owner**”) and *name/company name of winning bidder* whose principal place of business is located at *street address of winning bidder* (The “**Consultant**”).

1.0 AGREEMENT AND AUTHORITY

This Agreement is entered into pursuant to *RFP 2022/XX* having been authorized for issue by the National Roads Authority Board of Directors on *XX XXX 2022* and an evaluation summary and tender award recommendation (ESTAR) subsequently approved by the *EPC/PPC* on *XX XXX, 2022*.

During the term of this Agreement, the Consultant shall provide the services as detailed in the Contract Documents “**The Services**”.

2.0 CONTRACT DOCUMENTS

- a) This Agreement shall consist of the following Contract Documents:
 - i. All Deliverables/scope of works, specifications, drawings, and addenda forming *RFP 2022/XXX*;
 - ii. All written amendments or other documents amending, modifying or supplementing the Contract Documents;
 - iii. Notice of Acceptance of Tender issued by NRA on *XX XXX 2022*;
 - iv. Consultant’s written technical response to *RFP 2022/XXX*, including written responses to interview questions and any addenda; and
 - v. Consultant’s Cost Proposal;
- b) These Contract Documents are incorporated herein by reference in their entirety as if fully set forth herein. There are no Contract Documents other than those listed immediately above.
- c) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- d) This Agreement cannot be modified except by a written addendum executed by authorized representatives of both parties.

3.0 CONTRACT PERIOD

The Agreement shall be effective from the date of agreement and signature below. The Consultant shall provide the Services as detailed in the Contract Documents.

4.0 PAYMENT & INVOICES

The Owner shall pay the Consultant the agreed prices for tasks completed by the Consultant in the performance of this Agreement. The total amount paid to the Consultant under this Agreement shall not exceed *United States or Cayman Islands* Dollars *contract price in written format*

4.1 Payment schedule: The Owner shall pay the Consultant on *define basis of payments*

4.2 Invoices: For all amounts due hereunder, the Consultant shall submit to the Owner an invoice requesting the total amount due. The Owner shall pay invoiced amounts in current funds within thirty (30) days of receipt of the Consultant's invoice, provided however that, in the event the Owner disputes the amount invoiced by the Consultant, the Owner shall not be required to make payment to the Consultant of any disputed amounts until such dispute is resolved. Each application for payment shall be accompanied with a documentation report defining the Consultants progress against the schedule in the Consultant's Gant Chart.

5.0 ADDITIONAL SERVICES

The Consultant shall not perform any additional work not covered by this Agreement, unless the Consultant has been instructed in writing by the Owner. Whereas a result of changes instructed by the Owner at any time during the term of this Agreement the Consultant is required to undertake additional services not covered by this Agreement, the Owner shall pay the Consultant in respect of the said additional services at an hourly rate as described in the fee schedule submitted as *Attachment X*

6.0 SUSPENSION OF SERVICES

- a) The Owner may in its absolute discretion, and at no additional cost to the Owner, suspend the performance of the Contract Services under this Agreement, in whole or in part, for a period of up to six (6) months, by giving the Consultant thirty (30) days written notice of its intention to do so.
- b) Upon service of Notice by the Owner the reasons for such action shall be set out in writing and delivered to the Consultant with the notice of suspension.
- c) The 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 to suspend its services under this Agreement.

7.0 RESUMPTION OF SERVICES

If the Consultant has not been given instructions to resume any suspended service 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 thirty (30) days of such request, the Consultant's appointment will be deemed to be terminated.

8.0 FORCE MAJEURE

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

9.0 TERMINATION

- a) This Agreement may be terminated by either party at any time by sixty (60) days written notice of termination in writing to the other party. The notice shall set out reasons for termination.
- b) The Consultant shall, upon receipt of any notice to terminate its services under this Agreement or upon termination by it or its employment under this Agreement, proceed in an orderly manner, but with all reasonable speed and economy to take such steps as are necessary to end its services under this Agreement.
- c) Upon termination of this Agreement the Consultant will cooperate with any incoming professionals, making available all relevant files drawings and documentation as required for the efficient hand over, and ultimate completion of the Services. Similarly, the Consultant hereby agrees to cooperate with the personnel of any incoming professionals, making available all project files including any correspondence to the Consultant in relation to this Agreement. This sub-clause shall not apply to any of the Consultant's confidential and commercially sensitive documents and files.

10.0 CLAIMS AFTER TERMINATION

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

11.0 PAYMENT ON SUSPENSION/TERMINATION

On suspension or termination of the Consultant's services under this Agreement the Consultant shall 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 Owner shall be entitled to take possession and to make full use of all documents and information provided by the Consultant in accordance with and for use under this Agreement. Notwithstanding the foregoing, any modification of the Consultant's work product for this Project, or use of the Consultant's work product on another project, without the Consultant's express written consent shall be at the user's sole risk and without liability to the Consultant.

12.0 LIQUIDATION AND INSOLVENCY

The Owner may terminate this Agreement with immediate effect where the Consultant:

- a) Becomes insolvent or suspends payment of its debt 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 meetings of creditors or passes a resolution for the winding up or suffers a petition for winding up;
- b) Commences voluntary liquidation proceedings; or
- c) Has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of a receiver.

13.0 ADJUDICATION

If any dispute or difference of any kind whatsoever shall arise between the Owner and the Consultant, at any time after the execution of this Contract, arising out of or in connection with this Agreement or the performance of the Services, 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 or in the absence of agreement by the President of the Cayman Islands Society of Architects, Surveyors and Engineers, or his nominee. The Adjudicator shall within fourteen (14) 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 (14) days of the Adjudicator's decision, notify the other of dissatisfaction with the decision and require the matter to be settled by Arbitration, in which case the decision shall be binding until it shall be revised by an arbitral award.

14.0 ARBITRATION

- a) Subject to 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 agreement of two arbitrators, one appointed by each party and their umpire in a manner provided by the terms of the Arbitration Law (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 President of the Society of Cayman Architects, Surveyors and Engineers or his nominee. The award of such arbitrator or arbitrators shall be final and binding on all parties.

15.0 STANDARD OF CARE

The Consultant shall, in providing the services under this Agreement, perform in a manner consistent with the degree and care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in similar locality.

16.0 NO AGENCY OR JOINT PARTNERSHIP

The parties acknowledge and agree that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended, and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationship expressly established thereby.

17.0 INFORMATION FROM THE OWNER

The Owner shall provide the Consultant with such information and decisions as are necessary for the proper performance of the Services in such reasonable time as to not delay or disrupt the performance of the Services.

18.0 INTELLECTUAL PROPERTY

Any intellectual property created by the Consultant in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the Owner. Upon the Owner's request, the Consultant agrees to execute any documents necessary to convey ownership of such intellectual property to the Owner. Notwithstanding the foregoing, any modification of the Consultant's work product for this Project, or use of the Consultant's work product on another project, without the Consultant's express written consent shall be at the user's sole risk and without liability to the Consultant.

19.0 COPYRIGHT

All documents and any revisions thereto prepared by the Consultant in connection with the Services and any copyright therein shall be the property of the Owner. The Consultant may with the written consent of the Owner, publish or cause to be published photographs and illustrations of, or articles about, the Services for which he was professionally responsible. Such publication shall be restricted to the purposes of professional or technical information and the Owner's and Consultant's name shall be accorded appropriate credit in any publication. Notwithstanding the foregoing, any modification of the Consultant's work product for this Project, or use of the Consultant's work product on another project, without the Consultant's express written consent shall be at the user's sole risk and without liability to the Consultant.

20.0 AUDIT RIGHTS

20.1 Certification of Accurate Information

The Consultant certifies that all information provided to the Owner by the Consultant relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Consultant further certifies that its accounting system conforms to generally accepted accounting principles.

20.2 Records Retention

The Consultant agrees to maintain any business records related to this Agreement or Consultant's performance under this Agreement for a period of at least three (3) years after final payment.

21.0 INSURANCE REQUIREMENTS

The Consultant shall maintain all required insurance during the term of this Agreement and shall, prior to beginning performance of the Services, provide required certificates of insurance in accordance with the insurance requirements set forth in the Request for Proposal.

22.0 INDEPENDENT CONSULTANT

The Consultant and its agents and employees are independent Consultants and are not employees of the Owner.

23.0 GENERAL PROVISIONS

23.1 Entire Agreement

There are no promises, terms, conditions, or obligations relating to the Services other than those contained therein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

23.2 No Assignment

The Consultant shall not delegate, transfer, assign or encumber any right or interest it may have pursuant to this Agreement, in whole or in part, without the prior written consent of the Owner. Any attempted delegation, transfer, assignment or encumbrance without the Owner's consent shall be void.

23.3 No Waiver of Terms

The Agreement may be modified only in writing executed with the same formalities as this Agreement.

23.4 No Conflict

The Consultant hereby represents and warrants to the Owner that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity. The Consultant further represents and warrants that the Consultant is free to perform the Services and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Services.

23.5 Binding Effect

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties thereto.

23.6 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

23.7 Indemnification

The Consultant shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements brought or recovered against him and/or the Owner, to the extent caused by any negligent act or omission of the Consultant, its agents, sub- Consultants or employees in the execution of the Services.

23.8 Infringement Indemnity

Subject to the conditions and exceptions below, the Consultant shall indemnify and hold the Owner harmless from claims, actions or proceedings, costs and damages (including reasonable attorney's fees), to the extent caused by any negligent infringement or misappropriation of any United States patent, copyright, trade secret or other intellectual property right of any third party by reason of the use, in accordance with the

Consultant's specifications, of any product or service provided to the Owner by the Consultant (a "Claim").

- a) If the Owner's use of any product or service provided to the Owner by the Consultant is enjoined as a result of any Claim, or in the Consultant's opinion is likely to be enjoined or subject to a Claim, then at its sole expense the Consultant shall (a) procure for the Owner the right to continue to use the product or service, or (b) replace or modify the product or service with a functionally-equivalent or better product or service so that the Owner's use is not subject to a Claim.
- b) The Consultant shall have no obligations under this Section with respect to any such Claim to the extent that it (a) arises from adherence to modifications, specification, drawings or written instructions which the Owner directs the Consultant to follow, or (b) relates to the use of any product or service in a manner not permitted by the Consultant.

23.9 Governing Law and Venue

This Agreement and any resultant award shall be governed by and construed in accordance with the laws of the Cayman Islands, which shall be deemed the proper law thereof. Venue of any legal action in connection with the Agreement shall lie in law courts of the Cayman Islands.

23.10 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement. The sections of this Agreement which by their nature are intended to survive termination or expiration of this Agreement will survive.

23.11 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favour of any interpretation solely because the form of this Agreement was prepared by the Owner.

23.12 Waiver of Breach

The waiver by the Owner of any provision of this Agreement by the Consultant shall not operate to be construed as a waiver of any subsequent breach by the Consultant nor as a waiver of any other provision thereof (whether or not similar).

23.13 Remedies

All remedies specified in this Agreement are non-exclusive. The Owner reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Consultant fails to abide by the terms of this Agreement.

24.0 AGREEMENT AND SIGNATURES:

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized agent's signatures below:

Signed by: Managing Director, NRA (OWNER)

Printed Name:

Date:

In the presence of (witness)

Signed for and behalf of (CONSULTANT)

Printed Name:

Date:

In the presence of (witness)

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 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 D).

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form (Appendix D). 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.

4. Addenda

The proponent is deemed to have read and accepted all addenda issued by NRA 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.

5. No Prohibited Conduct

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

6. 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 NRA 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 NRA 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:

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of five (5) days following the Submission Deadline.

8. Disclosure of Information

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

9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by NRA, 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 – RFP PARTICULARS

A. THE DELIVERABLES/SCOPE OF WORKS

Project Scope:

The NRA is seeking to contract with a qualified environmental firm, on a project-specific agreement, to provide an Environmental Impact Assessment (EIA) for the design and construction of Sections 2 and 3 of the East-West Arterial Extension, which extends from Woodland Drive to North Side/Frank Sound Road. The planned East-West Arterial Extension is depicted in **Figure 1** and is comprised of the following Sections:

Section 1 – Hirst Road to Woodland Drive, including Savannah Bypass (under construction)

Section 2 – Woodland Drive to Lookout Garden

Section 3 – Lookout Garden to North Side/Frank Sound Road



Figure 1 Proposed E-W Corridor road alignment. Section 1 is under construction and the EIA development is for Section 2 and 3.

The EIA will undertake the necessary environmental review for Section 2 and Section 3 of the corridor, and the selected Consultant will assist the NRA in determining where alignment shifts or other refinements would benefit the project by eliminating, minimizing or mitigating environmental resource impacts.

The ideal firm would have experience in a broad range of environmental study and analysis with specific technical expertise, experience, and qualifications in 1) Hydrology and Drainage, 2) Terrestrial Ecology, 3) Cultural and Natural Heritage, and 4) Greenhouse Gas Emissions.

The EIA should address, at a minimum, the following engineering and environmental aspects:

1. Route Alignment & Assessment of Alternatives

A key objective of the EIA is to ensure that the road design selected offers the best outcome for the environment as well as for surrounding communities. Therefore, the EIA shall appropriately assess and compare the environmental effects of relevant options for routes, engineering techniques, mitigation, construction management and operational management.

The Terms of Reference shall set out what options for the corridor have been considered to date and which one is the preferred option, outlining the reasons the preferred option has been selected. The EIA will also need to present the alternatives considered during the design process, including the 'do nothing' scenario, in accordance with the EIA Directive.

2. Hydrology and Drainage

When rainwater falls on land to the south of the proposed road during periods of heavy rain, its natural course of flow is to the north, towards the Central Mangrove Wetland, due to the topography and the limited permeability of the surface rock in the area. This area, including parts of Northward, Bodden Town and Frank Sound is at a higher elevation than the Central Mangrove Wetland. If not designed and constructed to maintain the existing hydrologic patterns and natural water flows, the proposed East-West Arterial Road could act as a physical barrier between the higher and lower elevations by acting as a dam with two potential resultant scenarios:

1. The Central Mangrove Wetland could be deprived of water; resulting in adverse ecological consequences associated with the fundamental disruption to the hydrological regime that supports the Central Mangrove Wetland.
2. The water, if no longer flowing to the Central Mangrove Wetland, could become impounded and flood the populated areas to the south of the proposed road, which over an extended period of time could ultimately drown and kill mangrove areas that are unable to survive excessive inundation.

The topography of the surrounding area and the stark gradient between the land to the south of the proposed road and the Central Mangrove Wetland to the north is depicted in **Figure 2**. It also shows the theoretical flow accumulation, where surface water run-off tends to move based on topography. There are residential populations surrounding the proposed road including properties close to Will T Drive, Newlands, Lookout Gardens, Belford Estates, Midland Acres, Savannah and Frank Sound. By changing the balance of water movement, there could be significant adverse effects on both residential populations and the Central Mangrove Wetland. Thus, an EIA is required to investigate those effects so that they can be appropriately avoided, minimized or mitigated.

Central Mangrove Wetland - The Central Mangrove Wetland (CMW) is the ecological heart of Grand Cayman and is critical to many important processes which are vital to the long-term wellbeing of the residents of the Cayman Islands. It also plays a fundamental role in the water flow systems of the Cayman Islands.

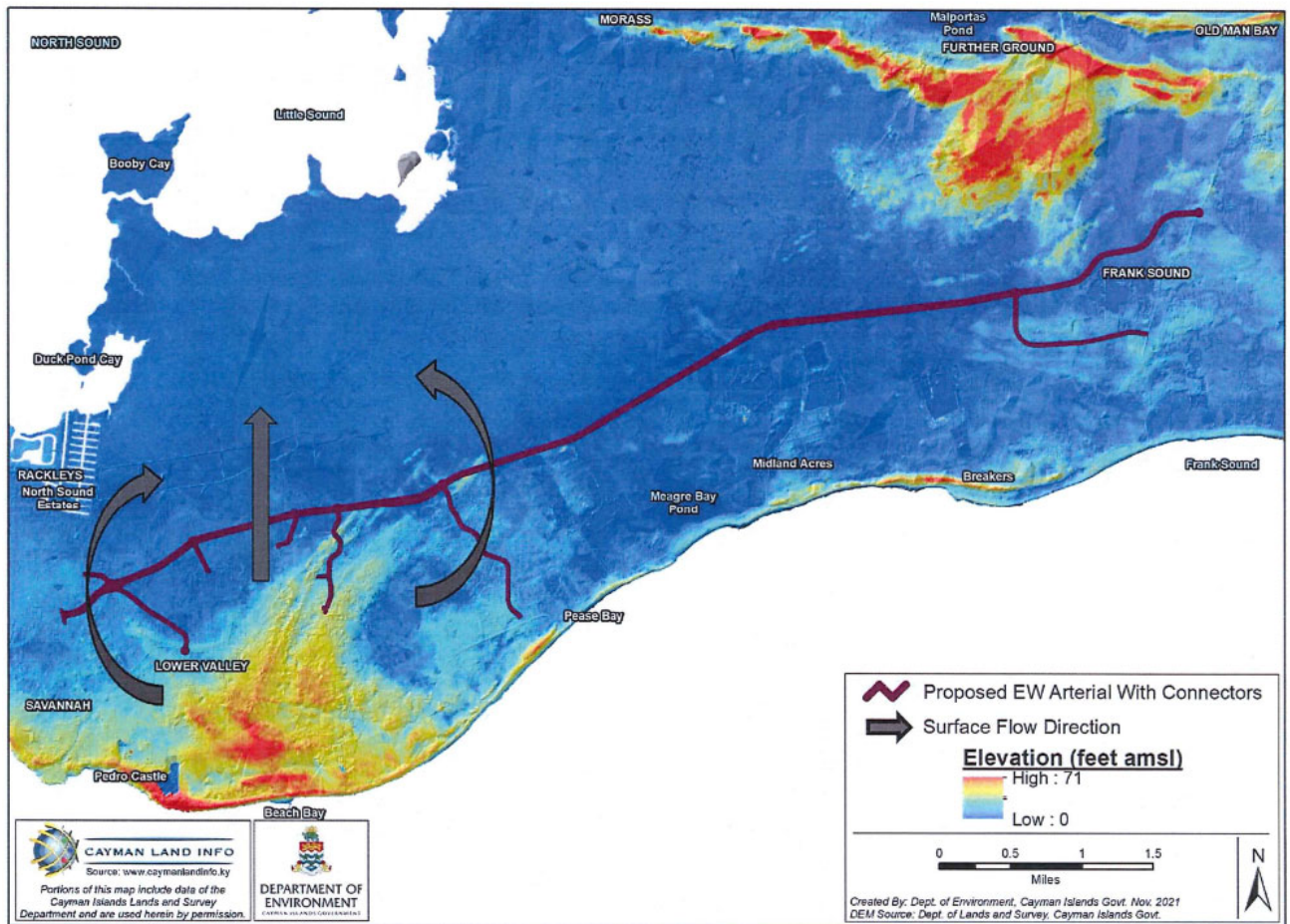


Figure 2 The elevation of the surrounding area, the flow accumulation (the tendency for surface water to move) and the proposed East-West Arterial.

Meagre Bay Pond – The Meagre Bay Pond, a Protected Area under the National Conservation Act (NCA), is located to the south of the proposed E-W Arterial.

Mastic Reserve – Located on the eastern end of the proposed E-W Arterial near Frank Sound Road, the National Trust-owned Mastic Reserve was established in 1992 to protect the largest contiguous area of untouched, old-growth forest in Grand Cayman, with the southern end being characterised by wetland habitat.

The EIA needs to review the options for stormwater management so that there is no impact on the Lower Valley and North Side freshwater lenses and the Meagre Bay Pond. The EIA should also develop mitigation strategies/measures to ensure that hydrological regimes of the Central Mangrove Wetland and Mastic Reserve Wetland areas are maintained, including hydrological modeling requirements of pre- and post-construction drainage (ICPR/SWMM/HEC-RAS).

The EIA should specify requirements for avoiding, minimizing, or mitigating adverse effects on the Central Mangrove and Mastic Reserve Wetlands including but not limited to:

- a. Identification of Governing Regulations for Protection of the Central Mangrove and Mastic Reserve Wetlands
- b. Identification of the type, quality and function of mangrove wetlands involved (e.g., flood control, wildlife habitat, ground water recharge, nutrients/sediments capture and transport)
- c. Mapping/inventory requirements and geographic resolution
- d. Biological and water quality evaluation requirements of the existing mangrove wetlands
- e. Requirements for determination of functional value of mangrove wetlands

- f. Evaluation requirements of alternatives and design details that would avoid and minimize wetland impacts
- g. Description of the direct and indirect impacts to the wetlands that may result from the proposed road
- h. Identification of mitigation strategies to offset unavoidable impacts to mangrove wetlands and description of how those measures can be incorporated into the project.
- i. The analysis should show the project's effects on the stability and quality of the wetland(s)
- j. The analysis should consider the short and long-term effects on the wetlands and the importance of any loss

Flooding Risks - Impacts from the proposed road could increase the risk of flooding to the neighbouring residential communities by impeding drainage and/or adversely impacting the hydrology and, as a result, the ecology of the Central Mangrove Wetland.

There are residential populations surrounding the proposed road including areas such as properties close to Will T Drive, Newlands, Lookout Gardens and Savannah. The limits of the study area (to sufficiently address the expected hydrological and drainage impacts) should be defined within the EIA, along with justification of said limits. Note that the required study limits will likely need to encompass the full extent of the CMW basin, which extends beyond the physical limits of the proposed road alignment.

Some of the existing low laying residential communities (e.g. Belford Estates and Midland Acres) are already impacted during heavy rainfall events. Future development both north and south of the road will also need adequate stormwater management to address flood risk.

Therefore the EIA will need to address the stormwater management and flood risk for existing and future development along the road corridor from a regional perspective. A Flood Risk Assessment is required as part of the EIA.

Freshwater Lenses - The Lower Valley freshwater lens, located to the south of the proposed road corridor may be impacted by changes in water drainage patterns. Similarly, the North Side freshwater lens, located to the north of the proposed road corridor in the Frank Sound area may be impacted by changes in water drainage patterns. The EIA needs to review the options for stormwater management and develop environmentally sensitive mitigation strategies/measures that will ensure no adverse impacts to the Lower Valley and North Side freshwater lenses.

Sea Level Rise - Updated projections for sea level rise as a result of climate change appear to increase when compared to earlier projections. According to the Intergovernmental Panel on Climate Change. Sixth Assessment report¹ it is virtually certain that global mean sea level will continue to rise over the 21st century. Relative to 1995-2014, the likely global mean sea level rise by 2100 is 0.28-0.55 m under the very low greenhouse gas emissions scenario; 0.32-0.62 m under the low greenhouse gas emissions scenario; 0.44-0.76 m under the intermediate GHG emissions scenario; and 0.63-1.01 m under the very high GHG emissions scenario; and by 2150 is 0.37-0.86 m under the very low scenario; 0.46-0.99 m under the low scenario; 0.66-1.33 m under the intermediate scenario; and 0.98-1.88 m under the very high scenario (medium confidence). Global mean sea level rise above the likely range - approaching 2 m by 2100 and 5 m by 2150 under a very high GHG emissions scenario (low confidence) - cannot be ruled out due to deep uncertainty in ice-sheet processes.

The EIA needs to identify mitigation strategies/measures to ensure that climate change resilience is built into the road design.

3. Terrestrial Ecology

¹ Intergovernmental Panel on Climate Change. Sixth Assessment Report, Climate Change 2021, The Physical Science Basis, Summary for Policymakers.

The proposed road, both during and after construction, could affect the ecological function and value of the natural resources in the area including the Central Mangrove Wetland and the Mastic Reserve.

Central Mangrove Wetland - The Central Mangrove Wetland is one of the largest intact contiguous mangrove wetlands in the Caribbean. The entire living system of North Sound is linked to the Central Mangrove Wetland, and all that it supports (e.g., tourism, fisheries, leisure) would be severely impacted if the wetland were compromised. The ecosystem services of the CMW are numerous and critical to the health of Grand Cayman and its residents. There are several Protected Areas under the NCA within the Central Mangrove Wetland including the Environmental Zone and the associated buffer, National Trust Land (30A/9, 46A/2 and 3L and Terrestrial Protected Areas (34A/5, 41A/3 and S0A/2).

Mangroves are a protected species under Schedule 1, Part of the NCA and the Mangrove Conservation Plan (2020). Mangroves are vital for storm protection and they are among the world's most productive ecosystems, producing organic carbon well in excess of ecosystem requirements and contributing significantly to the global carbon cycle. The Central Mangrove Wetland is part of a large-scale water flow system by filtering, conditioning, and providing a flow of nutrients into North Sound, forming the base of a complex food chain. The clear seas surrounding Grand Cayman are due to the physical and biological filtration of surface water originating from higher land flowing through the mangrove areas. North Sound provides additional area for fish nurseries and clear water for diving, supporting many livelihoods in the Cayman Islands².

The Central Mangrove Wetland has been designated as an Important Bird Area under the criteria established by Birdlife International as it supports at least 1,500 individuals or 84% of the Cayman Islands' population of the West Indian Whistling-Duck (*Dendrocygna arborea*).

The endemic Cayman Parrot (*Amazona Jeucocephala/acaymanesis*) breeds in outer monospecific black, black/white and black/red mangrove zones of the southern Central Mangrove Wetland. In addition to the hydrological function, the Central Mangrove Wetland also provides nursery grounds and habitat for a variety of marine and terrestrial biodiversity including species on Schedule 1 Part 1 of the NCA.

In addition to the detailed study of hydrology, the EIA should address the direct and indirect effects on the ecology and natural resources that could be impacted by the proposed road. For example, the direct impact from the footprint of the road, and indirect impacts (e.g. lighting, air quality, noise, etc.) to the environmental resources should be considered.

A Biodiversity No Net Loss and an Ecological Impact Assessment shall be required to support the EIA.

The Mastic Forest - The Mastic Forest is the largest contiguous area of primary dry forest remaining on Grand Cayman. This area is also of international significance as it represents one of the last remaining examples of Caribbean subtropical, semi deciduous dry forest which has otherwise been cleared throughout much of the West Indies. Apart from a moderate degree of selective logging and small-scale agriculture in the past, these forests are almost completely undisturbed. The Mastic Forest has been continuously above water for more than two million years, as opposed to the rest of the island which emerged 125,000 years ago and is thus where the native flora and fauna evolved. It is now home to a variety of animals and plants, including all of Cayman's endemic orchids, trees and birds including

² Childs, C., MacDonald, M.A., Bradbury, R.B. (2014). Ecosystem services provided by potential protected areas in the Cayman Islands: a rapid assessment. National Trust for the Cayman Islands.

the near-threatened Vitelline Warbler, the White-crowned Pigeon and the Grand Cayman Parrot. It is additionally the main habitat for a very rare variety of Black Mastic tree (*Terminalia eriostachya* var. *margaretiae*) which is unique to Grand Cayman.

The National Trust for Cayman Islands set up the Mastic Reserve in 1992 which also includes the Mastic Trail. The trail is a 4-km (2.3 miles) traditional footpath that runs from north to south and is now a popular ecotourism site. The Mastic Forest provides many ecosystem services for the people of Grand Cayman, including biodiversity, rare plants, and habitat for birds and bats. The trees store carbon and the forest contributes to regulating overland water flow. The forest prevents degradation of the North Side freshwater lens over which it sits. It is also an important site for tourism, recreation and cultural identity.

The EIA should address the direct and indirect effects on the ecology and natural resources that could be impacted by the proposed road. The direct impacts from the construction of the road (e.g., noise, vibration, etc.) and indirect post-construction impacts (e.g., lighting, air quality, noise, vibration, etc.) to the environmental resources should be considered. Appraising potential alignment options will be critical for this section of the proposed road.

A Biodiversity No Net Loss and an Ecological Impact Assessment shall be required to support the EIA.

4. Cultural and Natural Heritage Impact Assessment on National Trust Protected Areas

The current alignment of the proposed road passes through two areas of National Trust lands. The National Trust for the Cayman Islands is a body corporate established under the National Trust Law (2010 Revision). As per Section 41(1) of the National Trust Law, the purposes of the Trust include:

- (a) the preservation of the historic, natural and maritime heritage of the Islands through the preservation of areas, sites, buildings, structures and objects of historic or cultural significance.
- (b) the conservation of lands, natural features and submarine areas of beauty, historic or environmental importance which the Trust may have acquired through gift, bequest, purchase, lease or other means; and
- (c) the protection of native flora and fauna.

Appraising potential alignment options, to minimize impacts will be critical for the following National Trust land areas:

National Trust Central Mangrove Wetland Parcel (Block 36A Parcel 6) - The proposed road passes through a parcel of National Trust Property within the Central Mangrove Wetland. **Figure 3** depicts the proposed alignment and proximity to this area.

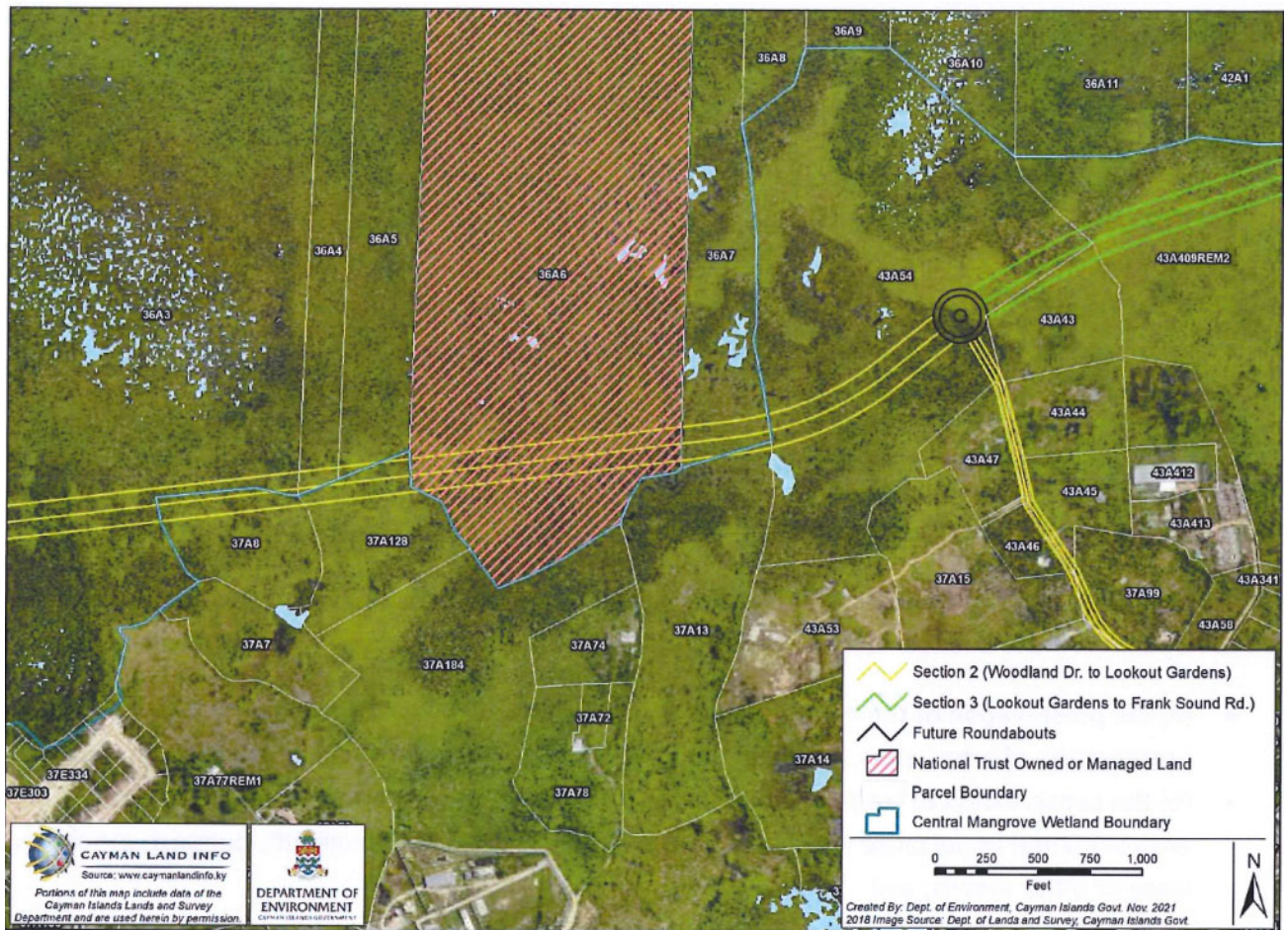


Figure 3 National Trust land and proposed East West Arterial near Lookout Gardens

The EIA shall include a cultural and natural heritage impact assessment for this protected area and should evaluate alternate alignment options to determine if impacts can be minimized or avoided altogether.

National Trust Mastic Reserve – The proposed road passes through a parcel of National Trust Property within the Mastic Reserve, which is an important cultural and natural heritage asset. **Figure 4** depicts the proposed alignment and proximity to this area.

At least 120 years ago, William Steven Watler is commonly credited as the pioneer behind the design and construction of the Mastic Trail. Renowned as the planter of Breadfruit Walk, Watler was an agricultural entrepreneur who sought a more direct route from his home in Lower Valley to his farmland in the Mastic Area. Labourers were hired from Breakers to construct what was described in those days as a bridge. It was a causeway made by laying sections of tree trunks perpendicular to the desired path and filling the intervening spaces with crushed rock. Watler and the other interested landowners continued the trail into elevated, dry areas of the Mastic Forest in order to link it to trails previously developed and in use by residents of North Side.

Though the completed trail was still rather difficult to travel, it was yet much easier than forging through trackless terrain, walking around the district of East End to access the trails into North Side, or sailing via catboat. It is important to note that all the labour performed on the trail was completed by paid workers; no slaves, heavy machinery, or blasting was employed in its construction. Upon completion the trail saw use well into the 20th century,

with agriculturalists commonly hiking the trail to gain access to interior farmlands, often leading draft animals or livestock. The trail also saw use as a thoroughfare between the north and south coasts and was eventually legally described as a right of way - although it was never, in historic times, described or titled "Mastic Trail."

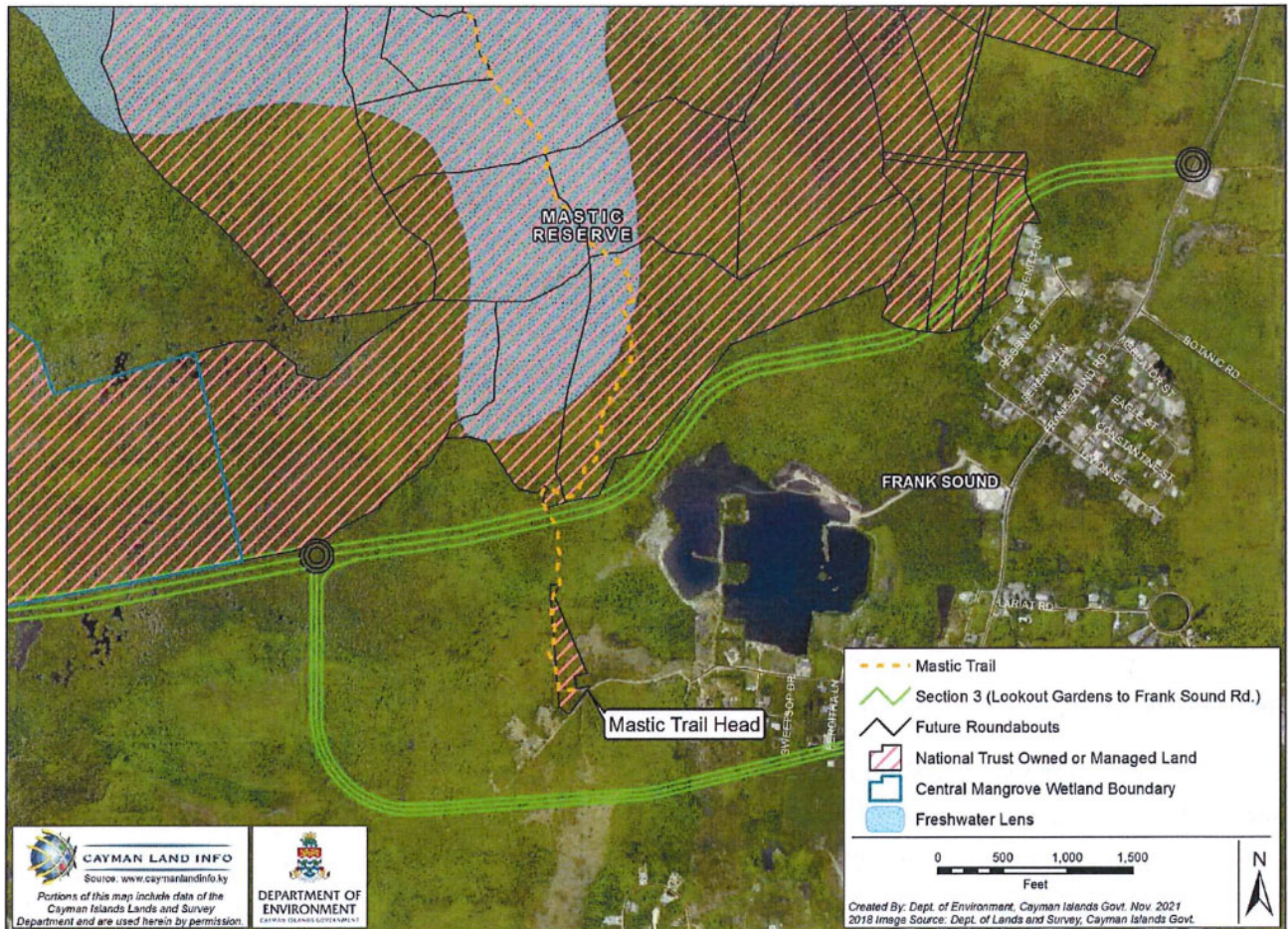


Figure 4 National Trust (Mastic Reserve and Mastic Trail) at eastern terminus of proposed East West Arterial

In 1994 the National Trust for the Cayman Islands led efforts to restore the Mastic Trail. By 1995 this wilderness thoroughfare had been renamed the "Mastic Trail" and was officially opened to the public. It traverses 4 km (2.3 miles) of recovering agricultural land and pristine natural habitats. The Trust and other private entities conduct nature tours along the trail, including with school field trips.

The current roadway alignment would impact the southern Mastic trailhead. The EIA shall include a cultural and natural heritage impact assessment for this protected area and should evaluate alternate alignment options to determine if impacts can be minimized or avoided altogether. As part of the assessment the EIA should address the direct and indirect effects on cultural and natural heritage resources that could be impacted by the proposed road. For example, the direct impact from the footprint of the road, and indirect impacts (e.g. lighting, air quality, noise, etc.) to the environmental resources should be considered.

5. Greenhouse Gas

Trial pit information within the vicinity of the proposed road, between Hirst Road and Lookout Gardens, was collected in 2008. The trial pit information showed that the majority of the proposed road does not have significant peat depths, although there are areas close to Lookout Gardens with approximately 5 ft depth on average. It is anticipated that the peat overburden will be removed and disposed of, releasing greenhouse gases into the atmosphere.

The full length of the road, including Section 3 from Lookout Gardens to Frank Sound Road, is considerably longer than that which was previously assessed, and the volume of peat is likely to be much higher in the eastern sections of the proposed road given the elevation and the characteristics of the wetland areas.

Therefore, a greenhouse gas emissions assessment should be included in the EIA for the construction of the proposed road. The main sources of emissions are likely to be:

- Emissions from demucking;
- Removal of carbon sequestration potential;
- Construction related material production emissions; and
- Heavy Goods Vehicle movements.
-

A qualitative review of alternatives and route options must be provided, and a quantitative assessment of the route chosen must be calculated.

No operational (i.e., post-construction) assessment of greenhouse gas emissions is required on the basis that climate mitigation measures are best addressed in the form of national policy (e.g. The Development Plan, the National Energy Policy etc.).

6. Geo-environmental Considerations

The EIA should include, for the full length of the proposed East-West Arterial Road, an assessment of impacts to off-site natural resources due to the excavation and/or mining of significant quantities of aggregate required for construction of the 10 miles of road.

It is anticipated that required fill (estimated at 1,200,250 cubic yards of shot rock, 87,250 cubic yards of Cayman rock, and 50,350 cubic yards of crusher run) for the proposed East-West Arterial Extension (approximately 10 miles of new road) will be sourced from multiple local quarries to meet the demand.

In 2018, an objection was made to a planning application for a new commercial quarry on the basis that there was already sufficient reserve of fill in the licensed commercial quarries and therefore a new commercial quarry was not needed. In August 2018, the Water Authority estimated the licensed reserve in commercial quarries to be in the range of 32 million cubic yards. Although the estimate of an annual aggregate use of 1 million cubic yards in the 2000 CH2M Hill Aggregate and Fill Study may be outdated, the commercial quarries appear to have a significant licensed reserve.

The required volume of aggregate to construct the road under the proposed alignment needs to be reviewed for the various construction options (e.g., excavating all peat and unsuitable material and using fill versus a geotextile membrane and fill) and an assessment of impacts to off-site natural resources due to the excavation and/or mining of required aggregate should be completed. An initial estimate was provided, however some sections of the proposed roadway traverse areas with higher fill requirements due to the greater depth of peat. Updated

estimates of the volume and type of fill required for the project must be provided in the Terms of Reference. The EIA must demonstrate that the available licensed aggregate will be sufficient, and not induce demand for a new quarry.

7. Socio-Economic Considerations

The EIA should perform an assessment of foreseeable economic impacts from construction of the proposed road. It should determine if the project will induce/inhibit growth either directly or indirectly. Coordination with the Environmental Assessment Board (EAB) should be undertaken to identify and delineate the areas of planned growth and development surrounding the proposed road. The EIA consultant should obtain or develop mapping of the existing and proposed land uses, evaluate impacts and develop mitigation as needed.

This task also includes assessment of indirect and cumulative impacts to community growth, public facilities and environmental resources by the proposed road. These indirect and cumulative impacts could include changes in property values, economic and social stratification of the Island neighborhoods, generation of additional development, need for additional public facilities (water, sewer, utilities, etc.) and further impacts to the Central Mangrove and Mastic Reserve wetland hydrology, ecology and/or terrestrial habitat. Also consider impacts to travel patterns, emergency access routes/response times, and the creation of physical and/or imagined boundaries.

The NRA will provide traffic volume information for existing and future conditions, including the E-W Arterial Extension and Do-Nothing scenarios for use in the assessment.

The EIA should present the findings of this evaluation, including positive and negative impacts, and the assessment methodology. Include plans, maps, cross-sections, and tables as needed for supporting documentation. The EIA should evaluate and summarize mitigation measures that avoid, minimize, or mitigate adverse indirect and cumulative impacts to the identified resources.

Project Phasing:

In accordance with the requirements of the National Conservation Council (NCC)'s EIA Directive (2016), the phases of the Environmental Impact Assessment process for this project are outlined below.

Phase 1: Terms of Reference

Upon selection, the successful Respondent will be expected to meet with the EAB and NRA to review its proposed project approach (as detailed in Section 4 of the Respondent's proposal). The Respondent shall prepare a draft Terms of Reference to complete the EIA for each Section in accordance with EAB and NRA requirements, as detailed in the EIA Scoping Opinion. The Respondent will be required to fully address the comments of the EAB.

The draft Terms of Reference for each Section, which will be finalized in conjunction with the EAB, will need to go out for public consultation (including discussion in at least one public meeting) for a period of 21 consecutive days. After the public review period, in accordance with the EIA Directive, the Terms of Reference for the EIA for each Section may need to be revised, taking into account the public's input. The Respondent is responsible for undertaking the public consultation, addressing comments and making any necessary revisions to the Term of Reference.

The Phase 1 deliverable is the final Terms of Reference for the EIA for each Section.

Phase 2: Conduct the EIA

Upon successful completion of the Phase 1 scope of services, the NRA will request that the successful Respondent submit a final lump sum price proposal to complete the EIA in accordance with the Final Terms of Reference and to prepare the Environmental Statement (including the technical appendices and a Non-Technical Summary) and Environmental Management Plan for each Section. The successful Respondent shall also provide a summary sheet (spreadsheet format) of the breakdown of estimated costs to perform the agreed upon scope of services.

The summary breakdown shall include:

- The activities for each of the deliverable categories/project sub-phase identified
- Total hours for each project sub-phase, include Prime Consultant and Subconsultant(s)
- Total costs for each project sub-phase, include Prime Consultant and Subconsultant(s)
- Description and summary of Other Direct Costs (including non-professional vendors)

The EIA shall be conducted in accordance with the final Terms of Reference for each Section and may result in design modifications. The elements of this work phase are described below:

Phase 2A: Draft Environmental Statement

The Phase 2A deliverable, for each Section, will be a draft Environmental Statement (ES), technical appendices and a Non-Technical Summary prepared in accordance with the EIA Directive and the final Terms of Reference. The Respondent will be required to fully address the comments of the EAB for each Section and the associated draft ES shall be suitable for public consultation.

Phase 2B: Final Environmental Statement

The draft ES for each Section will need to go out for public consultation (including discussion in at least one public meeting) for a period of 21 consecutive days. The successful Respondent is responsible for undertaking the consultation. After the public review period, in accordance with the EIA Directive, the draft ES for each Section will need to be revised, taking into account the public's input.

The Phase 2B deliverable will be a final Environmental Statement for each Section.

Phase 2C: Environmental Management Plan

The Phase 2C deliverable will be an Environmental Management Plan (EMP) suitable for implementing the mitigation identified in the ES for each Section. The EMP will form the basis for environmental monitoring and mitigation during the implementation of each project. The EMP for each Section should be prepared in accordance with the EIA Directive.

B. MATERIAL DISCLOSURES

1. Subcontracting of specialty consultants after selection may be permitted only with prior written authorization from the NRA otherwise the NRA would have to pre-approve the proponent team prior to submission.
2. The NRA will not consider a proposal/offer from, or award a contract to, any person, company, corporation, or organization that is in arrears, or is in default to the Cayman Islands Government or the NRA.
3. Considering that all Cayman Islands Government projects are subject to

appropriation and funding constraints, and that NRA has limited resources, some currently anticipated work tasks/phases of the project may be temporarily or permanently postponed by CIG/NRA.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Technical Report/Proposal (Appendix C)

Each proposal must include a Technical Proposal in accordance with Appendix C – RFP Particulars that describes the work tasks and deliverables associated with the completion of the project. The Technical Proposal shall also include a discussion of the Rated Criteria outlined in Section F, which includes:

- C1 - Company Qualifications;
- C2 - Project Team Capabilities;
- C3 - Project Understanding and Approach including Explanation of Challenges
- C4 - Milestone Schedule; and
- C5 - Communications and Availability of Key Resources

3. Local Industry Impact Assessment Statement (Appendix D)

Each submission must include a Local Industry Impact Statement (Appendix D) completed according to the instructions in the form.

4. Pricing Form (Appendix E)

Each proposal must include a Pricing Form (Appendix E) completed according to the instructions contained in the form. The Pricing Form shall include a Lump Sum Price for completing the Terms of Reference (Phase 1) for Section 2 of the project, as well as a Fee Schedule that lists hourly rates for each staff member assigned to the project. It shall also include a non-binding, order of magnitude cost estimate to complete the Environmental Impact Assessment (Phase 2) for Section 2, a non-binding, order of magnitude cost estimate to complete the Terms of Reference (Phase 1) for Section 3, and a non-binding, order of magnitude cost estimate to complete the Environmental Impact Assessment (Phase 2) for Section 3.

D. MANDATORY TECHNICAL REQUIREMENTS

To be considered for award, the Proponent must meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in the disqualification of the Proposal. i.e. the Proposal will not be considered for award.

1. The Proponent must demonstrate his/her organization's and/or key personnel's qualifications and successful experience in providing similar environmental studies and analyses to a public agency either abroad or locally within the last five (5) years. Proponent's experience must include assessment of Caribbean ecological systems and, in particular, terrestrial and mangrove environments such as, or similar to those present in the Cayman Islands. The Consultant should also have experience

with international EIA frameworks. The minimum technical experience and qualifications required to perform the Scope of Works detailed in this RFP are more fully described below in Section **F. 2. Project Team Capabilities**.

2. The Proponent must have the organizational, human, and technical resources in-house and/or as a readily available outsource in order to perform the Deliverables/Scope of Works detailed in this RFP in an expeditious and economical manner consistent with the interests of the NRA.
3. Detail the qualifications, experience and project responsibilities of the consultant, key professional staff, and any sub-consultants and affiliates the firm may use on various tasks during the performance of the contract. Provide a list and point of contact for any subcontractors that may be utilized. Provide resumes and licenses of key staff assigned to the Project Team.

The EAB will review and confirm if the proposed team(s) meet the competency requirements to carry out the EIA. Should the EAB determine that a consultancy team does not meet the basic competency requirements, the bidder will not be eligible to proceed further. The Respondent is responsible for all costs incurred with preparing its tender submission and selection of proposed consultancy team.

E. PRE-CONDITIONS OF AWARD

When evaluating proposals the evaluation team will consider the following factors, any of which will suffice to determine if a Proponent is either not responsive, or the proposal is not the most advantageous to CIG;

1. The ability, capacity and skill of the Proponent to perform the contract or provide the service required;
2. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
3. Whether the Proponent can perform the contract within the time specified;
4. The quality of performance of previous public and private contracts – or services – including, but not limited to, the Proponent's failure to perform satisfactorily or complete any written contract. CIG's termination for default of a previous contract, with a Proponent shall be deemed as a failure;
5. The previous and existing compliance by the Proponent with laws relating to the contract and services;
6. Evidence of collusion with any other Proponent, in which case colluding Proponents will be restricted from submitting further bids on the subject project or future tenders;
7. The Proponent is not qualified for the work to the full extent of the RFP;
8. There is uncompleted work with CIG, or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect, or prevent the prompt completion of the work bid upon;
9. The Proponent failed to settle bills for labour or materials on past or current private contracts;
10. The Proponent has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled;
11. The Proponent has been convicted of a crime of moral turpitude, or any felony, excepting convictions that have been pardoned, expunged, or annulled, whether in the Cayman Islands, or in any other country. Proponents shall affirmatively disclose to CIG all such convictions, especially of management personnel or the Proponent as an entity prior to notice of award or execution of a contract, whichever comes first.

F. RATED CRITERIA

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

#	Category	Weighting (%)
C1*	Company Qualifications	10
C2*	Project Team Capabilities	15
C3	Project Understanding and Approach including Explanation of Challenges – Section 2 and Section 3	35
C4	Milestone Schedule – Section 2 Terms of Reference (Phase 1)	7
C5	Communications and Availability of Key Resources	10
D1	Local Industry Impact Statement: Appendix D	3
E1	Pricing: Appendix E Lump Sum Cost Proposal for Section 2 Terms of Reference (Phase 1) Order of Magnitude Estimates for Section 2 Environmental Impact Assessment (Phase 2), Section 3 Terms of Reference (Phase 1), Section 3 Environmental Impact Assessment (Phase 2)	20
Total	Points	100

* Proponents must score a minimum of 18 out of the available 25 points (72 percent) for **C1** and **C2** to be considered for further assessment. Failure to achieve that threshold will preclude proponents from further consideration.

Environmental Assessment Board (EAB) Review – C1 & C2 Only

C1. Company Qualifications

Provide a general overview of the firm including size of staff, location of closest office to NRA, background of the company, past experience working with NRA, etc. Include the name of the individual(s) authorised to represent the consultant in negotiating and signing contracts. Include the name, address, phone number and email address of the Consultant's contact person for the remainder of the selection process, and any qualifying statements or comments regarding the Consultant's proposal. Provide any additional supportive information that will illustrate the company's qualifications.; however, the submittal of company brochures or advertising materials is not desired nor warranted.

C2. Project Team Capabilities

The Consultant's proposals shall provide details of the professional team composition to demonstrate that they possess the technical capacity to undertake the EIA, based on the EAB's Scoping Opinion. The Consultant may propose suitable Sub-Consultants in specific areas of expertise as applicable. Credentials of such Sub-Consultants should be submitted as part of the Submission. Team members should have at least five years' professional experience with similar projects and, in order of importance, the Consultant should:

- Outline relevant experience in assessing Caribbean ecological systems and, in particular,

terrestrial and mangrove environments such as, or similar to those present in the Cayman Islands.

- Outline experience of EIA coordination and conducting assessments of impacts in line with the Cayman Islands' EIA framework appended to the EIA Directive (2016) for linear transportation projects of a similar nature. Provide summaries of similar work on projects (minimum of three) within the last ten years that best characterize work quality and cost control, including names and current phone numbers of references for existing and past clients.
- Include a qualified hydrologist or hydrogeologist capable of assessing (and modelling, as necessary) the stormwater drainage patterns and flows between the developed areas south of the proposed road and the Central Mangrove Wetland north of the proposed road. (10pts)
- Outline relevant experience undertaking large-scale stormwater drainage assessments and flood risk assessments in similar geological environments (i.e. carbonate and karst geology)
- Outline experience in incorporating mitigation strategies/measures for climate change resilience into project design.
- Outline relevant experience in undertaking greenhouse gas emission assessments.
- Include relevant qualification towards the assessment of ecosystem services, cultural and natural heritage and biodiversity no net loss.
- Detail the qualifications, experience and project responsibilities of the consultant, key professional staff, and any sub-consultants and affiliates the firm may use on various tasks during the performance of the contract. Provide a list and point of contact for any subcontractors that may be utilized. Provide resumes and licenses of key staff assigned to the Project Team.

C3. Project Understanding and Approach

- Detail the project team's understanding of the required duties and the methodology and course of action used to meet the goals and objectives for a successful project, including:
 - Section 2, Terms of Reference (Phase 1)
 - Section 2, Environmental Impact Assessment (Phase 2)
 - Section 3, Terms of Reference (Phase 1)
 - Section 3, Environmental Impact Assessment (Phase 2).
- Detail the firm's experience and knowledge of the Island's environments including terrestrial, mangrove and socio-economic, etc.
- Detail project team's technical expertise and awareness of key issues. Show awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- Provide a detailed listing of the major scope of work (SOW) tasks, a milestone schedule that details delivery approach and timing (including durations and sequencing) for each SOW task, overall hours for completing each SOW task, and identify any outlying assumptions and any additional information that needs to be provided or obtained (either by the NRA or through another third party) for completion of the Terms of Reference (Phase 1) for Section 2, only.

The Proposal shall include identification of any anticipated challenges with the delivery of the services as prescribed along with potential solutions for dealing with any serious risks associated with the anticipated challenges.

C4. Milestone Schedule

Each Proposal must include a Milestone Schedule that details delivery approach and timing

(including durations and sequencing) for each SOW task to complete the Terms of Reference (Phase 1) for Section 2.

C5. Communications and Availability of Key Resources

The Consultant's proposal shall provide details of their approach to the following:

- Proponent's ability to deliver timely, cost effective and quality projects. The firm must clearly demonstrate an ability to meet staffing needs and the ability to handle concurrent project assignments with short delivery schedules.
- Clearly identify the project manager and other key staff, and the office location where this contract will be managed from
- Proponent's ability, reasonableness, and commitment to ensure quality project deliverables. Clearly identify the proposed independent QA/QC Manager. Provide discussion of the firm's QA/QC program.
- Provide references to support these criteria.

The terms key person and key personnel are defined as any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s) of the tender.

- By submitting a proposal, the Proponent is representing that each person listed or referenced in the proposal will be available to perform the services described in the RFP, barring illness, accident or other unforeseeable events of a similar nature in which case the Proponent must promptly provide a qualified replacement approved by the NRA.
- The winning Consultant shall furnish all resources including but not limited to personnel, management, equipment, supplies, resources, transportation, and support, to accomplish the performance objectives of the RFP
- The winning Consultant shall provide sufficient personnel with the appropriate and documented knowledge, skills, training, and experience required to accomplish the deliverables prescribed in the RFP

D1. Local Industry Impact Assessment Statement (Appendix D)

Each submission must include a Local Industry Impact Statement (Appendix D) completed according to the instructions in the form.

Criteria	Bidder Options (Select One from Each Criteria)	Points
Economic Impact	Contract award would result in local job creation or use of local sub-contracted workers.	1.5
	No direct positive local economic impact.	0.0
Environment or Indirect Impact	Positive indirect impact being pursued (e.g. environmental awareness and education (e.g. interpretive and wayfinding signage), community sponsorship, commitment to provide training/knowledge sharing during contract, use of environmentally friendly products etc.)	1.5
	No positive environmental or other indirect impact	0.0

E1. Pricing (Appendix E)

Pricing for the project phasing shall be prepared and submitted to NRA as follows:

Section 2: Terms of Reference (Phase 1) – Lump sum price proposal, submitted with RFP.

Section 2: Environmental Impact Assessment (Phase 2) – Lump sum, non-binding order of magnitude cost estimate, submitted with RFP.

Section 3: Terms of Reference (Phase 1) – Lump sum, non-binding order of magnitude cost estimate, submitted with RFP.

Section 3: Environmental Impact Assessment (Phase 2) – Lump sum, non-binding order of magnitude cost estimate, submitted with RFP.

Each proposal must include a Pricing Form (Appendix E) completed according to the instructions given in Appendix E.

APPENDIX D – LOCAL INDUSTRY IMPACT STATEMENT

1. Introduction

The Cayman Islands Government is committed to maximising opportunities for local industry 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 or economy on the whole.

Your local industry impact statement is an essential part of your submission and **will** be used by the agency to evaluate your submission. **The statement will contribute a percentage to your final score as stated in the solicitation document of the procurement evaluation.** Suppliers that fail to submit a statement will not receive a score in relation to this criterion.

2. Local Industry Impact Statement

Please provide comments on how your submission will positively impact the local industry/economy. You will need to ensure you can verify the information you submit and, where possible, should provide actual numbers of staff/values of goods and/or services in your statement.

What is the direct local impact of your business?

Examples: Are you a local supplier? What is the ownership? How many people do you employ? Where is your business located? How many people do you employ in Cayman? Would any new jobs be created by the proposed contract?

What is the direct local impact of your submission?

Examples: How much of the goods and services in your submission will be provided by/sourced from local suppliers (this includes goods/services you provide as well as goods/services procured/produced from suppliers/sub-contractors/partners)? Detail how you intend to identify and engage with sub-contractors and/or other SMEs in relation to the delivery of the contract including your supply chain i.e. use of existing supply chains, advertising of sub-contracting or supply opportunities, liaison with industry groups, etc.

What is the indirect local impact of your submission?

Examples: Will you source components of your offer from other local companies/sub-contractors? Is there new work to be undertaken locally as a result of you fulfilling the contract? Are 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.

3. Goods and services to be utilised in the contract

Identify the goods and/or services you expect to purchase in order to complete the contract and provide the requested information in relation to same, where known.

Identified goods or services	Total estimated value	Name of supplier anticipated to be used (if already determined through existing supply chain arrangements)	Location of supplier (where already determined through existing supply chain arrangements)	If supplier not yet determined, is there a local SME market for same? (Yes/No)

Note: Where determined appropriate by the procuring entity, the information provided may be captured in the contract and monitored as part of the contract performance.

Completed and endorsed

.....
(Name and position – print)

.....
(Signature)

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

[End]

APPENDIX E – PRICING FORM

1. Instructions on How to Complete Pricing Form

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

2. Evaluation of Pricing

Pricing is worth **20 points** of the total score. The Lowest Cost Proposal for the Section 2 Terms of Reference (Phase 1) will earn the maximum of 20 points. The Second, Third, etc lowest cost proposals shall be given a prorated percentage of points based on a built-in pricing formula within Bonfire.

3. Pricing Form

The Pricing Form shall include a Lump Sum Price for completing the Terms of Reference (Phase 1) for Section 2 of the project. The Pricing Form shall also include a non-binding, order of magnitude cost estimate to complete the Environmental Impact Assessment (Phase 2) for Section 2, a non-binding, order of magnitude cost estimate to complete the Terms of Reference (Phase 1) for Section 3, and a non-binding, order of magnitude cost estimate to complete the Environmental Impact Assessment (Phase 2) for Section 3.

Respondents are responsible for identifying all fees associated with their services and must include all costs as an electronic form submission labelled **E1 Pricing Form** as follows:

E1 Pricing Form

Total Price: Lump Sum Price for Section 2 Terms of Reference (Phase 1)	\$ USD
Grand Total Cost: Lump Sum Price for Section 2 Terms of Reference (Phase 1)	\$ USD

Order of Magnitude Estimate: Cost for Section 2 Environmental Impact Assessment (Phase 2)	\$ USD
Order of Magnitude Estimate: Cost for Section 3 Terms of Reference (Phase 1)	\$ USD
Order of Magnitude Estimate: Cost for Section 3 Environmental Impact Assessment (Phase 2)	\$ USD
Grand Total Order of Magnitude Cost: Section 2 Environmental Impact Assessment (Phase 2), Section 3 Terms of Reference (Phase 1), and Section 3 Environmental Impact Assessment (Phase 2)	\$ USD

NOTE:

The Proponent shall also provide a summary sheet (spreadsheet format) of the breakdown of estimated costs to perform the Scope of Services allowed in this RFP for completion of Section 2 Terms of Reference (Phase 1). The summary outline shall include:

- The activities for each of the deliverable categories identified
- Total hours for each project sub-phase, include Prime Consultant and Subconsultant(s)
- Total costs for each project sub-phase, include Prime Consultant and Subconsultant(s)
- Description and summary of Other Direct Costs

The Proponent shall also submit a Fee Schedule that lists hourly rates for each staff member assigned to the project (managerial, professional, clerical, etc.). Rates should be on a time and materials basis. The fee schedule will not be used in evaluating the Lump Sum cost proposal but rather, just as the basis for authorizing additional services should they be requested by the NRA.

[End]