CAYMAN ISLANDS GOVERNMENT

Request for Proposals

For

Electronic Reverse Auction Services

Request for Proposals No.: **CIG-CPO-2015-001**

Issued: **September 28th, 2015**

Submission Deadline**: October 16th, 2015 @ 2:00PM EST**

Electronic Submissions only via Cayman Islands Government Portal at:

https://cayman.bonfirehub.com

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS....3
1.1 Invitation to Proponents....3
1.2 RFP Contact....3
1.3 Type of Contract for Deliverables....3
1.4 RFP Timetable....3
1.5 Submission of Proposals....4
PART 2 – EVALUATION AND NEGOTIATION....6
2.1 Stages of Evaluation and Negotiation....6
2.2 Stage I – Mandatory Submission Requirements....6
2.3 Stage II – Evaluation....6
2.4 Stage III – Pricing....6
2.5 Stage IV – Ranking and Contract Negotiations....7
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS....8
3.1 General Information and Instructions....8
3.2 Communication after Issuance of RFP....9
3.3 Notification and Debriefing....9
3.4 Conflict of Interest and Prohibited Conduct....10
3.5 Confidential Information....11
3.6 Procurement Process Non-binding....11
3.7 Governing Law and Interpretation....12
APPENDIX A – FORM OF AGREEMENT....13
APPENDIX B – SUBMISSION FORM....15
APPENDIX C – PRICING FORM....18
APPENDIX D – RFP PARTICULARS....20
A. THE DELIVERABLES....20
B. MATERIAL DISCLOSURES....23
C. MANDATORY TECHNICAL REQUIREMENTS....23
D. RATED CRITERIA....24

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the "RFP") is an invitation by the Ministry of **Finance & Economic Development,** on behalf of the Cayman Islands Government ("CIG"), to prospective proponents to submit proposals for the provision of **Electronic Reverse Auction Services,** as further described in the RFP Particulars (Appendix D) (the "Deliverables").

The successful proponent will be expected to provide a full range of electronic reverse auction services including data analysis, market research, vendor engagement and training, and turnkey auction software and event support.

1.2 RFP Contact

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

Craig Milley; Director, Central Procurement Office

Craig.Milley@gov.ky

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

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the CIG for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CIG and the selected proponent. It is the CIG's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period not to exceed one (1) year from date of contract coming into effect and shall allow for a maximum of three (3) auction events.

1.4 RFP Timetable

Issue Date of RFP	September 28th, 2015
Deadline for Questions	October 5th, 2015
Deadline for Issuing Addenda	October 9th, 2015
Submission Deadline	October 16th, 2015 @ 2:00PM EST
Rectification Period	**Three (3) Business Days from notification of rectification**
Anticipated Ranking of Proponents	October 30th, 2015
Contract Negotiation Period	Twenty (20) Business Days
Anticipated Execution of Agreement	November 23rd, 2015

The RFP timetable is tentative only, and may be changed by the CIG at any time.

1.5 Submission of Proposals

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

Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Submission Form - Appendix B	File Type: PDF (.pdf)	1	Required
Pricing Form - Appendix C	File Type: PDF (.pdf)	1	Required
Reference Form - Appendix E	File Type: PDF (.pdf)	1	Required
Technical Response	File Type: PDF (.pdf)	1	Required
Form of Agreement - Proposed Contract	File Type: Word (.doc, .docx)	1	Required

Requested Documents:

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

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

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

1.5.1 Proposals to be Submitted at the Prescribed Location

Proposals shall be submitted electronically via the following:

https://cayman.bonfirehub.com/p/1011

1.5.2 Proposals to be Submitted on Time

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

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

Important Notes:

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

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

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

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

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

1.5.3 Proposals to be Submitted in Prescribed Format

The technical proposal shall convey the respondent's methodology in a clear and concise manner. The main body of the submission shall be no more than ten (10) pages (single sided, minimum 10 pt. font) or five (5) pages (double sided, minimum 10 pt. font) pages. Appendices, organizational charts, diagrams and personnel resumes are not to be considered in the number of pages.

The technical proposal should address all of the topics covered in the attached Appendix F – Technical Response Questionnaire.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

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

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

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

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the CIG will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the CIG issues a rectification notice to the proponent. The mandatory submission requirements are as follows:

2.2.1 Submission Form (Appendix B)

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

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.3 Reference Form (Appendix E)

Each proposal must include a Reference Form (Appendix E) completed according to the instructions contained in the form.

2.2.4 Other Mandatory Submission Requirements

Each proposal must include a proposed Form of Agreement incorporating the Terms and Conditions specified in Appendix A.

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

The CIG will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

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

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the CIG.

2.5.2 Contract Negotiation Process

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

2.5.3 Time Period for Negotiations

The CIG intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the CIG invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the CIG may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the CIG elects to cancel the RFP process.

2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the CIG and a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by the CIG

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

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

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the CIG and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted 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 must provide written notice to the RFP Contact within sixty (60) days of notification of the outcome of the procurement process, and the CIG will respond in accordance with its procurement protest procedures.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The CIG may disqualify a proponent for any conduct, situation or circumstances, determined by the CIG, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix B).

3.4.2 Disqualification for Prohibited Conduct

The CIG may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the CIG, in its sole and absolute discretion, 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 the CIG; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

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

(a) illegal or unethical conduct as described above;

(b) the refusal of the supplier to honour its submitted pricing or other commitments; or

(c) any conduct, situation or circumstance determined by the CIG, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the CIG

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

(a) is the sole property of the CIG and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;

(c) must not be disclosed without prior written authorization from the CIG; and

(d) must be returned by the proponent to the CIG immediately upon the request of the CIG.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the CIG. The confidentiality of such information will be maintained by the CIG, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the CIG to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Process Contract and No Claims

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

(a) the submission of a proposal in response to this RFP will not give rise to any contract-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the proponent nor the CIG will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the CIG by this RFP process until the

successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

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

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

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

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the Cayman Islands.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

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

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

1. The Contract shall be governed by the laws of the Cayman Islands and the courts of the Cayman Islands shall have exclusive jurisdiction over all matters governing this Contract.

2. The parties agree that the procedures under this article are governed by the Cayman Islands Arbitration Law, 2012.

    a. Where an issue arises between the parties to the Contract, the Claimant party shall communicate in writing to the Respondent party the particulars of the issue and the remedy sought.

    b. The Respondent party shall be given 10 (ten) days within which to respond in writing to the particulars of the issue.

    c. If the Claimant party is dissatisfied with the response, then the issue shall be resolved by arbitration in accordance with the provisions of the Cayman Islands Arbitration Law, 2012.

    d. In the conduct of the arbitral proceedings, it is agreed by the parties that-

        - The language of the arbitration shall be in English
        - The seat of the arbitration shall be the Cayman Islands
        - The appointing authority, may, based on mutual agreement, be chosen by the parties or in the absence of such agreement, the court may designate an appointing authority

    e. The “Appointing Authority” is to be given the meaning as defined in section 2 of the Arbitration Law, 2012.

    f. The parties agree that “issue” in relation to a contract incudes but is not limited to:

        - A dispute;
        - A controversy;
        - A claim

- A breach
- Termination; or
- invalidity

g. The parties agree that fees of the arbitrator and fees directly connected to the arbitration shall be equally borne by the parties.

h. The parties also agree that legal costs and costs incurred by each party in respect of the arbitration shall be borne by each party.

APPENDIX B – SUBMISSION FORM

Request for Proposals # CIG-CPO-2015-001

1. Proponent Information

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

2. Acknowledgment of Non-binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-binding Pricing

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

5. Addenda

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

6. No Prohibited Conduct

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

7. Conflict of Interest

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

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the CIG in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

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

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

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

_____

_____

_____

_____

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the CIG to the advisers retained by the CIG to advise or assist with the RFP process, including with respect to the evaluation this proposal.

_____	_____
Signature of Witness	Signature of Proponent Representative
_____	_____
Name of Witness	Name of Proponent Representative
	_____
	Title of Proponent Representative
	_____
	Date

I have the authority to bind the proponent.

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

(a) Rates must be provided in Cayman Islands Dollars (KYD) inclusive of all applicable duties and taxes. Please note that when converting from US Dollars to Cayman Islands Dollars, proponents shall use a conversion rate of $1 USD = $0.8375 KYD.

(b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all bonding costs, 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.

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

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

3. Pricing Form

Pursuant to all the specifications enumerated and described in this RFP document, we agree to furnish **Electronic Reverse Auction Services** to the Cayman Islands Government at the fee(s) stated below.

The Fee stated below is to be charged to the CIG by the service provider no sooner than one (1) month after the award of supplier contract(s) following each successful auction event.

Auction Event #1

	COMMISSION
CIG Fixed Transaction Fee ($)	$

Auction Event #2

	COMMISSION
CIG Fixed Transaction Fee ($)	$

Auction Event #3

	COMMISSION
CIG Fixed Transaction Fee ($)	$

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The Cayman Islands Government (CIG) is planning to conduct a pilot project to test the efficacy of incorporating an electronic reverse auction methodology into its strategic procurement program.

It is seeking to enter into a contract with a qualified and experienced full-support electronic auction service provider to conduct up to a maximum of three (3) auction events in differing commodity groups as determined jointly by the successful proponent and the CIG.

The successful proponent will be required to provide the CIG with a range of services as well as a hosted, web based, software system to enable the electronic auction events:

A. System requirements will have, but are not limited to, the following abilities:

- A.1 Allow bidders to register and submit responses through the system electronically.
- A.2 Evaluate pricing off of individual item price, group of items, percentage discount, or catalog pricing.
- A.3 Ability to extend the reverse auction during the auction event to allow for counter offers. Example: a bid coming in within five minutes of the closing time of the reverse auction will extend the auction for another five minutes until all bidding ceases.
- A.4 Ability to accept and for the CIG to identify the minimum bid decrements. System should allow for pricing to be modified up to one, ten-thousandth of a dollar ($0.0000).
- A.5 Ability to group items into lots or groups of items and the ability to allow for auctions with thousands of line items and responses within one solicitation.
- A.6 Ability to rank and show current low prices for the low bidder during the auction event.
- A.7 Ability to keep the vendors information anonymous during the live bidding event and allow for the vendors to see the bid tabulation after the completion of the auction (following CIG approval).
- A.8 Ability to provide the CIG with a bid tabulation of the results of the auction in an excel format.

B. The services of the Contractor will consist of, but are not limited to:

- B.1 Reverse auction opportunity selection consisting of; assisting with expiring contract analysis and selection, existing contract price benchmarking and targeted market research.

B.2 Upon selection of bids and contracts suitable for reverse auction the Contractor will provide bid preparation consulting consisting of; bid and pricing strategy, sourcing strategy and requirements, and bid project timeline development.

B.3 Upon completion of the bid preparation phase the Contractor will provide strategic sourcing services in order to encourage a competitive pool of responsive and qualified bidders.

B.4 Upon receipt of the list of pre-qualified bidders, approved to participate in the reverse auction pricing event, the Contractor will configure the reverse auction system with the required discounts, weighting, lot or line item exclusions and bidding parameters and train all approved bidders on the reverse auction platform and bidding parameters.

B.5 On the day of the reverse auction event, the Contractor will proctor the live event providing a real-time view and act as a dedicated resource to the CIG to evaluate bid performance and explain any bidder or technology issues that arise during the live event requiring Buyer input. The contractor will also provide real-time support services to all bidders.

B.6 Following the reverse auction event the Contractor will provide bid tabulations of the reverse auction pricing event in Excel format. The bid tabulations will provide event, lot and line item summaries and details as well as an auditable time-stamped log of every bid placed on the platform.

C. Tasks to be performed by the Contractor will include, but are not limited to, the following:

C.1 Identify Opportunities for Reverse Auction:

C.1.1 Reviewing CIG's list of expiring contracts to select commodities and services that are good candidates for reverse auction.

C.1.2 Requesting supporting program and contract documentation from the CIG and evaluating information provided to determine viability of reverse auction tool for effectively and efficiently establishing true-market pricing for program.

C.1.2.1 Prior bid documents

C.1.2.2 Prior bid tabulations

C.1.2.3 Bidder dispatch list

C.1.3 Providing a list of identified bid opportunities for reverse auction from CIG's expiring contract list.

C.1.4 Assign dedicated Bid Manager for each identified opportunity.

C.2 Market Research:

C.2.1 Bid Manager will create a bid workbook that effectively registers the event in the Contractor's project management systems and provides a beginning to end tracking document for activities associated with each bid.

C.2.2 Check market conditions for establishing a qualified pool of competitive bidders for each bid based on bid specifications and existing contract pricing.

C.2.3 Confirm that market conditions are suitable to provide a reasonable confidence that a competitive pool of qualified bidders would respond to the bid opportunity.

C.3 Reverse Auction Bid Kick-Off:

C.3.1 Bid Manager will coordinate a call/meeting with CIG.

C.3.2 Define bid model pricing strategy.

C.3.3 Define sourcing strategy.

C.3.4 Create the tentative bid milestone calendar

C.3.5 Receive and review bid documents and specifications.

C.3.6 Call/Meeting notes logged in bid workbook.

C.4 Strategic Sourcing:

C.4.1 Execution of defined sourcing strategy.

C.4.2 Deliver communications to identified vendors.

C.4.3 Initial bid release announcement.

C.4.4 Milestone dates reminder communications.

C.4.5 RFP review communications.

C.4.6 Review platform bid structure.

C.4.7 Maintain sourcing strategy key performance indicators in bid workbook.

C.5 Pre-Event & Approvals:

C.5.1 Send official reverse auction invites to approved bidders.

C.5.2 Review final bid layout and parameters with CIG

C.5.2.1 Baselines

C.5.2.2 Minimum bid decrements

C.5.2.3 Starting Price

C.5.2.4 Weighting

C.5.2.5 Discounts

C.5.3 Train all invited vendors on platform and bid parameters.

C.5.4 Send placeholder and event reminder to approved bidders.

C.6 Event:

C.6.1 Provide a dedicated representative to proctor the event.

C.6.2 Provide bidder support services.

C.6.3 Provide bidding platform to accept bidder pricing per the specifications, bid model and bid strategy to approved bidders.

C.7 Post Event Pricing Analysis:

C.7.1 Provide bid tabulations.

C.7.1.1 Lot Summary and Detail

C.7.1.2 Line Item Summary and Detail

C.7.1.3 Auditable time stamped bid log of all bids placed during event

B. MATERIAL DISCLOSURES

1. The CIG is currently undergoing an extensive government-wide spend data analysis and results of the spend analysis will be shared with the successful proponent.
2. Information on the Cayman Islands public finances and 2015-2016 annual budget is found in Publications section of the Ministry of Finance website at www.mof.gov.ky
3. The CIG reserves the right to make the final determination on whether or not to initiate a reverse auction and the commodity or service category to be selected.
4. The CIG reserves the right to cancel a reverse auction at any point during the auction event.
5. The auction methodology used by the successful proponent must comply with all provisions of the Public Management and Finance Law (2013 revision) and Financial Regulations (2010 Revision) regarding the conduct of public procurement.
6. The costs associated with the auction event, software and services will be borne solely by the CIG. The bidder with whom the CIG enters into a contract will not be required to pay, any form of transaction fee to the reverse auction provider.
7. If the solicitation is not awarded, the bidder(s) and CIG will not be responsible for any costs incurred by the reverse auction provider through the process.
8. The successful proponent will be required to possess a valid Cayman Islands Trade & Business License at the time of signing a contract (The Trade and Business Licensing Law, 2014). www.investcayman.gov.ky
9. Where a successful proponent company is not Caymanian owned and controlled, the company shall, unless exempted by the Local Companies Control Law (2007 Revision), apply for a licence under that Law prior to applying for a licence under The Trade and Business Licensing Law.

10. The successful proponent will be required to carry and show evidence of Professional Indemnity Insurance coverage of $2,000,000 KYD prior to contract award.

11. Current legislation does not require work permits for non-resident team members who are on-islands for less than ten (10) days on the condition that only such activities under contract are engaged in and no other activity is carried out that would otherwise require a work permit. The proponent shall **not** include in its rates for work permits for any overseas employees engaged in the work, unless it is anticipated that they would need to be on-islands for a period exceeding ten (10) days. www.immigration.gov.ky

C. MANDATORY TECHNICAL REQUIREMENTS

Reverse auction software will not be purchased by CIG for this pilot project and proponents must provide their own centrally hosted software for the duration of the pilot project. The CIG will consider as non-responsive any proposal seeking to sell or license software only or provide auction services only.

D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP.

Rated Criteria Category	Maximum Points	Weighting	Maximum Score
D.1 Demonstrated Experience & Qualifications of Project Team	10	X 2.5	25
D.2 Understanding of Project & Proposed Solution	10	X 2.5	25
D.3 Resource Availability and Timelines	10	X 2.0	20
D.4 Proposed Contractual Terms & Conditions	10	X 1.0	10
Total Rated Criteria Points			**80**

Points will be assigned for each applicable criteria based on the information provided in the proposal response. Points could be modified, depending upon reference checks and other independent information received and confirmed. Scoring shall be awarded on a scale of 0 to 10.

D.1 Demonstrated Experience & Qualifications of Project Team – Total Points = 25

Each proponent should provide the following in its proposal:

Provide a general description of:

- The Project Team organization – organizational structure, responsibility matrix describing roles, accountabilities
- The qualifications of the proposed Project Team members (complete with identified roles and responsibilities);and
- Each proposed Project Team members relevant educational background and experience in the applicable role. Include applicable resumes for each Project Team Member as an attachment in an appendix

- Clearly identify the proposed lead project architect and any supporting team members, describing key roles and responsibilities and summarizing the applicable skill sets, credentials, and project experience in delivering comparable projects.
- Identify who will assume responsibility for managing project deliverables on a daily basis and serve as the proponent's main point of contact with The CIG.
- Confirm the identity and role of any sub-consultants or project team members who will be retained in order to supplement the proponent's own staff and, if so, describe the principle business and history of the sub- consultant and project team member.

The experience, qualifications and suitability of the proponent's proposed project team will be evaluated based on the Project Team requirements set out above.

The Reference Form attached as Appendix E must be completed and submitted with the proposal. The proponent must provide details of 3 projects similar to this project. At least one (1) of the three (3) projects described must be from a local, state or federal government. The proponent should describe the scope, status, timelines, and budget of the projects along with the key individuals involved. The key individuals on the reference projects should be members of the proposed Project Team.

D.2 Understanding of Project & Proposed Solution – Total Points = 25

Proponents need to articulate their intentions and expectations, indicating how they would fulfill the requirements of the RFP, what services they would provide and demonstrate a good understanding of the requested scope of work.

- Proponents should demonstrate their understanding of the project scope and requirements, including technical capability, as outlined in the RFP.
- Briefly outline the key issues and what the approach to resolution will be as the proponent understands them.
- Provide a brief outline of the proposed approach to the project.
- Demonstrate an understanding of the trends, issues and drivers impacting the use of electronic reverse auctions in government.
- The proponent should clearly identify all services included in this proposal along with any optional, excluded services, or those services assumed to be provided by others.
- Proponents should identify major issues, challenges and risks associated with the project deliverables and schedule.
- Proponents should include a visual aid, such as a flowchart and/or Gantt chart describing the probable project schedule.
- Proponents should describe how they would complete all aspects of the project scope as per this document.

D.3 Resource Availability and Timelines – Total Points = 20

Proponents must outline a methodology (work plan) for the project that will ensure successful completion of the project by the proposed target date. Proponents should also identify the availability of the proposed Project Team members to ensure completion in the time indicated.

- Identify available capacity of each team member; present a resource allocation table indicating presently allocated work and time expected to be spent on this project;
- Include a project schedule that clearly identifies project deliverables and presents a well-defined, realistic schedule to complete the scope of work. The project schedule shall include a table or Gantt chart that summarizes the key project milestone dates, including project completion. Project schedule should also allocate time for project meetings, including updates.
- Identify schedule strategies and control methods that will be employed to ensure the project is successfully completed by the identified completion date.
- Provide a table indicating availability to provide services in Cayman Islands during the project. For example, Team member A is available XX% of time for preliminary stages of this project and YY% for final stages of this project.
- Describe how the proponent's staff will be organized and deployed.
- Detail any risk mitigation strategies the proponent would deploy to ensure the timelines are met.
- Indicate the location where the lead project Team member is currently based, and his/her ability and availability to provide services in Cayman Islands during the project.

D.4 Proposed Contractual Terms & Conditions – Total Points = 10

Proponents must present their proposed Form of Agreement including contractual terms and conditions in accordance with Appendix A.

The proposed agreement should include the Terms & Conditions detailed in Appendix A or indicate willingness to incorporate them should the Proponent be selected.

APPENDIX E – REFERENCE FORM

Each proponent is required to provide three (3) references from public sector clients who have obtained a similar full-support electronic reverse auction services from the proponent in the last 5 years. One of the references must be from a local, state or federal government.

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

Reference #1

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

Reference #2

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

Reference #3

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

APPENDIX F – TECHNICAL RESPONSE QUESTIONNAIRE

This questionnaire is being made available in a MS Word format as a separate document on CIG website.

Format and Content Questions

Each question below should be addressed in the proponent's technical proposal.

1. The CIG requests the Proponent to provide background to the company, years of operation, and detailed experience and qualifications of key personnel.

2. The CIG requests the Proponent to provide an overall description of their proposed system identifying the functionality of the reverse auction system.

3. The CIG requests the Proponent to explain in detail how the proposed system will ensure each bidder comply and agree to the contractual terms and conditions prior to the start of each auction to the award of the contract.

4. The CIG requests detail on Proponent's entire bidding process; to include the bid registration process, evaluation process, tabulation process, and the archival of data for audit purposes.

5. The CIG requests explanation of the Proponent's process of safeguarding any information provided to the CIG by a bidder.

6. The CIG requests the Proponent to state the hardware/software system requirements for bidders to use the proposed system.

7. The CIG requests the Proponent to provide detail on security issues, potential security issues, and how issues are resolved (password/electronic signature, etc.)

8. The CIG requests the Proponent to describe any limitations with the proposed system; such as limitations in the maximum number of contract items, transaction response times, quantity, minimum award amount, etc.

9. The CIG requests the Proponent explain in detail the auction cancellation process.

10. The CIG requests the Proponent to describe the backup and recovery plan. Describe the emergency or disaster recovery plan you would utilize if a portion and/or the entire unit of proposed equipment became inoperable.

11. The CIG requests the Proponent to explain in detail the advertising process for reverse auctions to increase vendor awareness in the procurement opportunities.

12. The CIG requests the Proponent to describe their reporting features that are available to the CIG and to vendors.

13. The CIG requests the Proponent explain if the proposed system is capable of calculating discounts and displaying the bidder's bid price and the price with the percentage of discount applied.

14. The CIG requests the Proponent to explain any variables in the proposed system to adjust the closing date, time, or bid decrement.

15. The CIG requests the Proponent to describe the initial training required using the proposed system and how the Proponent intends for training to be made available to CIG, agencies, governing authorities, and vendors.

16. The CIG requests the Proponent to provide detail to the training procedure, buyer assistance, and customer service/help desk.

17. The CIG requests the Proponent to provide expectations regarding the various roles and responsibilities of the CIG during the implementation.

18. The CIG requests the Proponent to provide an implementation project timeline schedule.

19. The CIG requests the Proponent to ensure that the bidders are anonymous of each other.

20. The CIG requests knowing how the Proponent verifies that the CIG buyer conducting the purchase only has access to view the bidder's identity.

21. The CIG requests the Proponent to include details to addressing vendor concerns and customer service/questions.

22. The CIG requests the Proponent to explain how no-response bids and non-responsive vendors are handled.

23. The CIG requests the Proponent to explain how catalog based bids are managed and auctioned.

24. The CIG requests the Proponent to explain if you would use partners in the project, who are those partners and how the Proponent typically uses them for a project such as this.

26. The CIG requests the Proponent to explain how your system would manage a solicitation with several thousand line items being auctioned at once. For example, the CIG is considering using a reverse auction for office supplies. How would your firm assist the CIG with such an endeavor? Has your firm ever conducted a reverse auction for office supplies?