



# CAYMAN ISLANDS GOVERNMENT

## **Request for Proposals**

**For**

**Public Education and Marketing Campaign**

**National eID and Other Digital Services**

Request for Proposals No.: **CPI/EGOV/002/2021**

Issued: **Thursday, March 25, 2021**

Submission Deadline: **Wednesday, April 21, 2021 – 5:00 p.m. local time**

**TABLE OF CONTENTS**

---

**PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....3**

    1.1 Invitation to Proponents.....3

    1.2 RFP Contact.....4

    1.3 Type of Contract for Deliverables .....4

    1.4 RFP Timetable .....5

    1.5 Submission of Proposals .....5

**PART 2 – EVALUATION, NEGOTIATION AND AWARD.....8**

    2.1 Stages of Evaluation and Negotiation.....8

    2.2 Stage I – Mandatory Submission Requirements .....8

    2.3 Stage II – Evaluation .....8

    2.4 Stage III – Pricing .....8

    2.5 Stage IV – Ranking and Contract Negotiations.....9

**PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS.....10**

    3.1 General Information and Instructions .....10

    3.2 Communication after Issuance of RFP .....11

    3.3 Notification and Debriefing.....11

    3.4 Conflict of Interest and Prohibited Conduct.....12

    3.5 Confidential Information.....13

    3.6 Procurement Process Non-binding .....14

    3.7 Governing Law and Interpretation.....14

**APPENDIX A – FORM OF AGREEMENT .....15**

**APPENDIX B – SUBMISSION FORM .....16**

**APPENDIX C – PRICING FORM .....19**

**APPENDIX D – RFP PARTICULARS.....20**

    A. THE DELIVERABLES .....21

    B. MATERIAL DISCLOSURES.....23

    C. MANDATORY SUBMISSION REQUIREMENTS .....23

    D. MANDATORY TECHNICAL REQUIREMENTS.....23

    E. PRE-CONDITIONS OF AWARD .....23

    F. RATED CRITERIA .....24

**APPENDIX E – REFERENCE FORM .....26**

**APPENDIX F – PROPOSAL SUBMISSION .....27**

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Cayman Islands Government (“CIG”) to prospective proponents to submit proposals for **CPI/EGOV/002/2021 - Public Education and Marketing Campaign - National eID and Other Digital Services** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Ministry of Commerce, Planning and Infrastructure (CPI) is seeking to identify a suitably qualified and experienced Public Relations/Marketing Agency to assist with the planning and implementation of a public education campaign pertaining to the rollout of the Cayman Islands Government suite of digital services including the National eID.

The outputs being sourced include a full end to end marketing engagement to provide a go-to-market strategy for a suite of products to be launched, branding, public relations, social media management, promotion and advertising activities for the period June 2021 to June 2022.

Bidders must be responsive to all the requirements of the RFP and provide all the documents within the required timeframe and format stated.

### Overview of the Project

The Cayman Islands Government (CIG) in the coming months will be implementing a National ID programme and also implementing a suite of other E-Government services which will provide a step change in the Cayman Islands digital economy.

These include a range of back-end systems not visible to residents and a range of customer facing services that will be launched to residents including the national identification card, population register, identity and access management as well as the CIG interoperability solution which will allow disparate CIG systems to connect and securely share information, and ultimately the exchange of information with private sector systems as well. A synopsis:

**National eID** - National eID provides a government issued photo ID that is available to Caymanians, permanent residents and any other person who is legally and ordinarily resident in the Cayman Islands (otherwise than as a visitor). The physical identification card will have electronic functions that facilitate secure authentication of identity and a qualified electronic signature.

The National eID and National ID number will need product names that are easy to remember and identifiable. The National eID will need to be designed with the product name of the card, how the card looks, the colour of the card, the images to be used on the card, the names of the fields on the card and the presentation or formatting of the data to be printed on the card. The National eID is not mandatory. A marketing campaign is needed to drive adoption of the card. An example of a similar National eID: <https://e-estonia.com/solutions/e-identity/id-card/>

**CIG Interoperability Solution** - The CIG interoperability solution allows CIG systems to connect to each other and securely share information. It will allow the exchange of information with private sector systems as well. The CIG Interoperability Solution is developed based on the Estonia X-Road. Information on the X-Road solution viewed: <https://e-estonia.com/solutions/interoperability-services/x-road/>. The CIG interoperability solution will need to be renamed or branded, and have

marketing communication pieces to convey the benefits of being on the X-Road to private sector businesses and the benefits for data protection and security for residents.

**Population Register** - The population register is CIG's database for holding basic information about persons who are or have been legally or ordinarily resident in the Cayman Islands. It will facilitate sharing of information to complete transactions both in the public and private sector. An example of a similar population register: <https://www.singpass.gov.sg/myinfo/intro> . Market research will need to be conducted to gather residents' concerns about the keeping of such a register. The population register will need to be renamed or branded, and have marketing communication pieces to convey the benefits to residents in the Cayman Islands.

**Identity and Access Management ("IAM")** - CIG is also providing a new identity and access management platform to ensure online users have a level of access to the CIG systems or applications that is appropriate to his/her role, and also that he/she is the same user as they navigate across systems. An example of a similar IAM: <https://www.singpass.gov.sg/>

In light of the above-mentioned, there is a need to embark on a high intensity, comprehensive public education and marketing communications campaign to educate individuals, businesses in the private sector as well as those in the public sector on how various solutions will benefit them and proactively address concerns that may arise.

## 1.2 RFP Contact

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

Name: Alethia Lambert.

Email: [Alethia.Lambert@gov.ky](mailto:Alethia.Lambert@gov.ky)

This representative will respond to questions concerning the scope of works of this RFP. Any questions relating to this RFP must be submitted in Bonfire on or before 5:00 p.m. on 7 April, 2021.

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

## 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with CIG for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between CIG and the selected proponent. It is CIG's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of 1 year, with an option in favour of CIG to extend the agreement on the same terms and conditions for an additional term of up to 1 year.

## 1.4 RFP Timetable

Issue Date of RFP	25 March 2021
Deadline for Questions	7 April 2021
Deadline for Issuing Addenda	12 April 2021
Submission Deadline	21 April 2021
Rectification Period	3 days
Anticipated Ranking of Proponents	29 April 2021
Contract Negotiation Period	1 week
Anticipated Execution of Agreement	28 May 2021

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

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at: <https://cayman.bonfirehub.com/opportunities>

### 1.5.2 Proposals to be Submitted on Time

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

## Prepare Your Submission Materials

### Requested Information

Name	Type	# Files	Requirement
Form of Agreement – Appendix A	File Type: PDF (.pdf)	1	Required
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
Proposal Submission – Appendix F	File Type: PDF (.pdf)	1	Required
Pricing Breakdown Document	File Type: PDF (.pdf)	1	Required

**Important Notes:**

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

Do not embed any documents within your uploaded files, as they will not be accessible for evaluation.

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?**

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

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents should only submit electronic copies at the Prescribed Location listed in 1.5.1 above.

The proposal shall convey the proponent's solution and/or methodology in a clear and concise manner and address all of the topics covered in Appendix F.

Pricing information must appear in accordance with Appendix C – Pricing Form only and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in Appendix C – Pricing Form must appear in a separate document and should be identified as such. Pricing forms will only be opened after the technical evaluation of the proposal is completed.

### **1.5.4 Amendment of Proposals**

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

### **1.5.5 Withdrawal of Proposals**

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. CIG is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

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

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

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

##### **2.2.1 No Amendment to Forms**

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

### **2.3 Stage II – Evaluation**

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

#### **2.3.1 Mandatory Technical Requirements**

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

#### **2.3.2 Rated Criteria**

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

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in 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 CIG. In the event of a tie, the successful proponent will be determined by a simple random method chosen in CIG's sole discretion. The tied proponents will be notified in advance of the date and time for the tie breaker and the method of selection. This tie breaker will be conducted in front of witnesses and a representative of each of the tied proponents will be invited to attend.

### **2.5.2 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 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 CIG and the selected proponent. Negotiations may include requests by 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 CIG for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

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

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, CIG may discontinue negotiations with 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 CIG elects to cancel the RFP process.

### **2.5.5 Notification of Negotiation Status**

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

[End of Part 2]

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

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

#### **3.1.1 Proponents to Follow Instructions**

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

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 References and Past Performance**

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

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

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by CIG**

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

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

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

### **3.2.2 All New Information to Proponents by Way of Addenda**

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

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

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

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

## **3.3 Notification and Debriefing**

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

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

### **3.3.2 Debriefing**

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

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

### **3.3.3 Procurement Protest Procedure**

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

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

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

### **3.4.2 Disqualification for Prohibited Conduct**

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

### **3.4.3 Prohibited Proponent Communications**

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

### **3.4.4 Proponent Not to Communicate with Media**

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

### **3.4.5 No Lobbying**

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

### **3.4.6 Illegal or Unethical Conduct**

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

### **3.4.7 Past Performance or Past Conduct**

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

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

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of CIG**

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

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

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

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

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

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

### **3.6 Procurement Process Non-binding**

#### **3.6.1 No Process Contract and No Claims**

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

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

#### **3.6.2 No Contract until Execution of Written Agreement**

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

#### **3.6.3 Non-binding Price Estimates**

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

#### **3.6.4 Cancellation**

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

### **3.7 Governing Law and Interpretation**

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

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

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

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

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

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

### 2. Acknowledgment of Non-binding Procurement Process

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

### 3. Ability to Provide Deliverables

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

### 4. Non-binding Pricing

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



## 5. Addenda

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

## 6. No Prohibited Conduct

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

## 7. Conflict of Interest

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

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

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

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

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

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

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

---

---

---

---

**8. Disclosure of Information**

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

---

Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING FORM

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

- (a) Rates must be provided in Caymanian Dollars (KYD), inclusive of all applicable duties and taxes.
- (b) Rates quoted by the proponent must be all-inclusive and must include all bonding costs, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) It is expected that the selected firm will invoice the Ministry of Commerce, Planning and Infrastructure on a monthly basis in arrears. All other fees and charges are to be submitted for reimbursement as incurred.
- (d) In addition to completing the pricing form, proponents must provide a complete pricing breakdown based on the time and materials estimated for each of the Deliverable Categories.

### 2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

### 3. Pricing Form

<b>Deliverable Category</b>	<b>Pricing Structure</b>	<b>Price</b>
Campaign Development – refer to scope of work	Lump Sum	
Public Relations and Marketing Activities	Lump Sum	
Content Creation, Production and Distribution	Lump Sum	
Social Media Management	Lump Sum	

## APPENDIX D – RFP PARTICULARS

### Project Goals

This section is the core of the RFP. The scope of work outlines in detail what the Ministry of CPI requires the Agency to complete in terms of the specifications and requirements necessary for the project. This section also includes information on the level and type of experience, creativity, ability and capacity that the Ministry of CPI is seeking.

The Ministry of CPI, for the Cayman Islands Government requires one specialist public relations and marketing agency to conceptualize, plan and implement a comprehensive, integrated public education campaign. The goal of the campaign is to provide information to the public to support the rollout of the Cayman Islands Government suite of digital services including the national identification programme.

### Proposal Submission

To win the final contract, the agency will be required to submit a detailed proposal for a major public relations and marketing communications campaign at high intensity which must include the concept, methodology, key messaging, brand messaging, public relations roll out strategy, media advertising mix, key performance indicators and reporting mechanisms.

### Pricing

The agency is required to provide **the total budget for fulfilling the scope of works.** The budget must include the creative and development costs for all deliverables produced, created, outsourced, ordered or otherwise requisitioned and must include cost of social media advertising, boosting, media buying, account management fees, out-of-pocket expenses, and any other expenses required to fulfill the scope of works outlined in this RFP. The Ministry of CPI reserves the right to adjust both the budget and related services should the need arise.

### Planning and Stakeholder Liaison

The campaign selected by the Ministry of CPI will be public facing and highly visible and must appropriately represent the Cayman Islands Government. From time to time, the Ministry of CPI will identify internal/external stakeholders, influencers and potential partners to be included in the campaign. The agency is expected to work with CPI's recommendations and also to work collaboratively with any other department and agencies as requested.

### Client Support

The agency will be expected to work off site but will be required to meet with the Ministry of CPI representative once per week and be responsive via email and telephone calls outside of the weekly meeting.

## SCOPE OF WORK

### A. THE DELIVERABLES

#### 1. Campaign Development

- a. Conduct marketing analysis and research, have a go to market strategy to include market segmentation, segment targeting, product positioning, product packaging and marketing collateral.
- b. Develop an integrated public relations and marketing communications campaign to effectively educate the public about all aspects of the national e-ID and other E-Government digital solutions. The campaign is expected at a minimum to include stakeholder engagement to key private sector industry bodies and town halls for residents, radio, TV, video, print, digital and social media.
- c. Conceptualise, create and implement compelling public relations and marketing communications activities and tactics which support the overarching communications strategy, with the objective being to educate and increase support and uptake of the services.
- d. Branding in accordance with CIG branding guidance – National eID will need to be designed with the product name of the card, how the card looks, the colour of the card, the images to be used on the card. The digital solutions will have single brand, look and feel so that all users understand each as separate products/services, but also that together CIG is enhancing the customer experience and user journey. Each digital solution will need individual customer-facing product names that are compelling, and will be cohesive in tying them together.
- e. Provide crisis communication and damage control support as required, particularly in response to misinformation regarding the project.
- f. Develop and review content for the national e-Government microsite and associated social media channels, all in adherence with CIG brand guidance.
- g. Provide suitable approved responses to newspaper editorials and inaccurate media reports.
- h. Provide concepts and graphic design for campaign advertising, book media space and coordinate ad placement with media houses.
- i. Develop scripts/text for radio and social media ads. Agency is expected to secure voice talent and manage production and editing.
- j. Produce a media and activities calendar showing all content and activities planned for the upcoming twelve months.

#### 2. Public Relations and Marketing Activities

- Copywriting for press releases, media advisories, press statements, as required.
- Design and produce advertisements for print and online publications.
- Design, copy write and produce flyers and brochures as required.
- Event planning, coordination and management for lunch and learn internal meetings for up to 40 person each session.

- Event planning for at least four public town hall meeting of maximum 3 hours duration (6-9pm).
- Attend weekly strategy/review meeting with Ministry representative (s) plus be available to collaborate on project deliverables by telephone and email as necessary outside of the weekly meeting.
- Provide post event/activity analysis and evaluation.

### 3. Content Creation, Production and Distribution

- a. Develop all creative content for use on various channels but must include at a minimum online, social, print and broadcast mediums and digital billboards. Creatives and templates must be retained and made available for reuse for any future/repeat activity pertaining to this project.
- b. Provide/source all creative support such as photography, videography, aerial/drone footage, graphics, voice talent, and the like required to effectively support this campaign.
- c. Manage the rollout of the PR and marketing activities plan which support the integrated communications campaign.
- d. Identify and manage stakeholder partnership opportunities and assist with media and PR plans/tactics from partnership opportunities.

### 4. Social/Online/Digital Media Management

- a. Develop a social media strategy to enable viral promotion of the physical elements of the product for all key social media platforms.
- b. Develop attractive and engaging posts (mix of static, video, animated) which effectively enhance the campaigns positioning.
- c. Monitoring social media channels on a daily basis and manage posting, engagement and responses to comments.
- d. Provide updates on a weekly basis and a monthly report with analytics on campaign effectiveness, reach, engagement.

### Reporting and Evaluation

- a. Agency will be required to provide a comprehensive report at agreed intervals highlighting activities undertaken and assessing analytics, social media metrics such as impressions and reach, population sentiments, surveys, and other assessments including take up of services to measure the effectiveness and success of the campaign.

### NOTE:

All plans, messaging, social media posts and website content and other deliverables pertaining to this campaign are to be prior approved by Ministry of CPI.

All online/web content to be SEO optimised to maximise search results.

## **B. MATERIAL DISCLOSURES**

1. Awarded vendor is to provide all services as specified in Appendix D, Section A (“The Deliverables”) of this RFP.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

**1. Form of Agreement (Appendix A)**

See Page 15 of RFP

**2. Submission Form (Appendix B)**

See Page 16 of RFP

**3. Pricing Form (Appendix C)**

See Page 19 of RFP

**4. Reference Form (Appendix E)**

See Page 26 of RFP

**5. Proposal Submission (Appendix F)**

See Page 27 of RFP

## **D. MANDATORY TECHNICAL REQUIREMENTS**

Not Applicable

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

Each proposal must include a copy of a valid Cayman Islands Trade & Business Licence and the agency must operate full time in the Cayman Islands.

Each proposal must include proponents proof of insurance requirement; not less than CI\$100,000.00

## **F. RATED CRITERIA**

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

### **Agency Capabilities**

#### **Competence**

- Strong understanding of and understanding of, and demonstrated success in, developing and implementing fully integrated public relations and marketing plans.
- High level of commitment to client service in terms of quality, thoroughness of strategic approach and follow through.
- Ability to establish strong rapport with representatives of the Cayman Islands Government Ministry of Commerce, Planning and Infrastructure staff and other stakeholders (e.g., private sector, industry associations, etc.).
- Must be forward thinkers in terms of public relations and marketing committed to exceeding client expectations and willing to invest in a strong, proactive and effective client-agency partnership.

#### **Timeliness and Creativity**

- Timeliness is critical to the successful execution of this campaign. The Agency must be able to work under pressure in a deadline driven environment. Agency must demonstrate that it has the ability to execute the deliverables outlined in the scope of work in a timely manner, particularly with respect to social media support, graphics support, copywriting, photography services, video production, editing.

#### **Experience**

- A strong mix of experienced senior staff and account managers assigned to this campaign on a daily basis.
- Proven relevant experience and understanding of the Cayman Islands people.
- Proven existing relationships across all stakeholder groups including key members of the media and wider community.
- Audience insights will be required in order to develop the most effective means of engaging with target audiences and groups. Agency is expected to be knowledgeable about target



audience sectors and their media channel preferences, and have the skills and proficiency to maximise the use and capabilities of each channel.

## Proven Ability

### Public/Media Relations

- Well-developed relationship with media and results-oriented approach to supporting client needs.
- Proven ability to leverage stakeholder groups, media outlets, SME's, community influencers, civil servants, among others.
- Proven ability to conceptualise and deliver public relations and communications tactics and activities designed to inform and influence the public.
- Demonstrated strong experience in crisis/issues management preparedness and response.
- Proven methodology for measurement/ROI of communications investment – including, but not limited to research services such as media analysis and opinion former research.

## Reporting and Evaluation

- Agency will be required to show capability for providing detailed reports on campaign implementation and evaluation of outcomes against agreed criteria.
- Must have existing, reliable planning and cost control, tracking and invoicing mechanisms in place.

#	Category	Weighting (%)
1	Pricing	30
2	Competence: range of skills in your agency, timeliness and creativity	10
3	Experience: industry knowledge and relationships and evidence of successful outcomes for relevant past projects	10
4	Proven Ability: Demonstrated ability to deliver innovative and engaging content across multiple channels in a timely manner.	10
5	Reporting and Evaluation mechanisms	10
6	Proposal Submission: Proposal	30
<b>Total Points</b>		<b>100</b>

# APPENDIX E – REFERENCE FORM

CPI/EGOV/002/2021

Each proponent is required to provide three (3) references from clients who procured similar services from the proponent in the last 5 years. The CIG reserves the right to contact the references of 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 – PROPOSAL SUBMISSION**

To win the final contract, the Agency will be required to submit a detailed proposal (uploaded to Bonfire) for a major PR and marketing communications campaign at high intensity which must include the concept, methodology, key messaging, public relations roll out strategy, example of marketing mix, key performance indicators and reporting mechanisms.