



**The Government of The Commonwealth of The Bahamas Ministry
of National Security**

REQUEST FOR PROPOSALS (RFP)

**FOR
ELECTRONIC MONITORING (EM) SOLUTION**

[DATE JANUARY 2020]

REQUEST FOR PROPOSALS

ELECTRONIC MONITORING SOLUTION

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**INCORPORATION OF THE PROVISIONS OF THE REQUEST FOR
PROPOSALS (RFP) INTO THE CONTRACT**

Without limiting the application of any of the provisions contained in this Document, some may be repeated and incorporated into the Contract. If not specifically incorporated into the Contract, they shall be hereby deemed to be so incorporated. In the event of conflict between the provisions contained herein and the provisions contained in the Contract, the latter shall take precedence.

NOTE: *Throughout this document, the terms Vendor, Vendor/implementer, bidder and respondent are deemed to mean the same and are used interchangeably. Similarly, the terms Government of The Bahamas, The Bahamas, the Government, Client Representative, and Client are deemed to mean the same and are used interchangeably.*

I. EXECUTIVE SUMMARY

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OVERVIEW:

The Government of The Bahamas is seeking Proposals from vendors/implementers to provide all labor services, supervision and leased equipment necessary to provide for tracking Offenders using Global Positioning Systems (GPS) ELECTRONIC MONITORING (EM) SOLUTION, as a service to the Ministry of National Security and its Key Stakeholders, for the purpose of tracking offenders as outlined in this RFP

The system to be implemented will comprise the electronic monitoring of offenders and any other category of offender as directed by a court of law in The Bahamas. The system should allow active (near real-time) and passive tracking of offenders and have the ability to generate real time reports, including Geographic Information Systems (GIS) location capabilities, to authorized persons and agencies.

All available technologies will be considered including, but not limited to, radio frequency monitoring, voice verification systems, field location devices, pager alert systems, global positioning systems and GIS or any alternative equipment as proposed by a vendor that provides a range of monitoring functions with equipment.

The Contractor (Vendor) will perform all monitoring at pre-approved sites in The Bahamas and requires 24-hour technical assistance as needed. The Ministry expects to contract (lease) GPS equipment for the services. The proposed contract term is for an initial period of three (3) year with an option to renew for an additional One (1) year term. The vendor must furnish costs for a

complete “turnkey system” leveraging existing technologies across the Government, relevant to the proposed EM solution, for the duration of the initial Three-year contract as well as the costs for optional products. Although cost is a significant consideration, product reliability and performance, customer service and support, staff knowledge and qualifications, and company financial stability are also critical to the selection of the preferred vendor for the proposed system by the Government.

The Electronic Monitoring System will initially be required to serve two separate electronic monitoring programs:

- 1) Community Confinement (also called Home Confinement,) which supervises offenders who have been sentenced to a term of Home Confinement as an alternative sanction to prison, offenders who are placed on Home Confinement until they purge fines or fees imposed by a criminal or civil court, and offenders who have been placed on Home Confinement as a condition of bail while awaiting Trial (Pre-conviction monitoring) and;*
- 2) Post-Conviction Electronic Monitoring Program, which supervises convicted offenders who are released on conditions stipulated by a court, inmates released on probation, and inmates who are participating in Bahamas Department of Correctional Services Work Scheme.*

OBJECTIVES AND DESIGN INTENT:

The Government of The Bahamas desires to improve the current system of pre-trial and post-trial supervision, and monitoring of low risk offenders with the intent of improving public safety and reducing the burden on Bahamas Department of Correctional Services in New Providence.

The Government of The Bahamas believes that there are opportunities for increasing overall efficiency in the criminal justice system by the implementation of a state of the art use of Global Positioning System (GPS) Electronic Monitoring System and that this can be achieved through the successful implementation and operation of such a system by the Ministry of National Security and its key stakeholders,(Bahamas Department Of Correctional Services in partnership with The Royal Bahamas Police Force).

A detailed Table of Requirements (T of R), identifying and defining individual processes and the activities involved in each process, is an integral part of this RFP package. The Vendor will be required to respect and further develop the processes described, to design the system solution for the electronic monitoring activities described in accordance with the T of R and to then maintain

and support the system for the defined contractual period.

A key objective of the project is to ensure a socio-economic benefit for The Bahamas. That objective is to require the successful Vendor/implementer to either establish a presence in The Bahamas or to partner with an existing firm already established here so as to facilitate the transfer of knowledge. It is expected that the community supervision of offenders will be greatly improved and that this will lead to improvements in public safety in The Bahamas. The proposed system should streamline operations, build on existing national systems that may support EM (GIS), reduce costs and strengthen management and supervision of offenders who are released into the communities.

PROCUREMENT STRATEGY:

The Government of The Bahamas is interested in securing a Commercial Off the Shelf (COTS)-based solution and is aware that there may be a number of hardware and software solutions commercially available today that could meet some or all of its needs. Pursuing a COTS solution should result in lower costs to the Government as well as faster delivery of the final product. The Government of The Bahamas expects that its needs should be able to be met by a COTS solution “right out of the box”, with relatively little additional design and development work necessary to meet unique specific requirements of the Government of The Bahamas.

The solution proposed should be scalable in terms of the functionality provided; that is, it should provide a basic level of functionality in all aspects of the Global Positioning System (GPS) Electronic Monitoring (EM) along with the ability to add features and functionality according to the needs and priorities of the Government of The Bahamas. The solution proposed should be forward compatible and have the capability of interfacing with the Government Wide Area Network (GWAN) and its telecommunication service provider(s) and the ESRI mapping overlays which should be capable of migrating/integrating with The Bahamas National Geographic Information System (BNGIS) Centre. This requirement does not restrict the use of other mapping overlays such as Microsoft Virtual Maps and Google Earth among others available.

The procurement will have two stages. In Stage One, respondents will provide their responses to the RFP in accordance with the requirements stipulated in the RFP. An evaluation will be undertaken of the responses received and a short-list will be prepared of those Vendors invited to proceed to the next Stage. In Stage Two, the short-listed Vendors will be invited to provide a real time demonstration of their solution (proof of concept). The solution which best meets the scope/functionality, schedule, cost and quality objectives will then be selected for contract negotiation.

QUALITY, PERFORMANCE AND RISK MANAGEMENT:

Respondents will be required to prepare and submit a quality control program:

- *identifying the lines of authority and responsibility within the Vendor's team;*
- *indicating the internal review procedures and processes to be undertaken to ensure that all work will conform to the contract requirements and to all applicable system development standards; and*
- *Identifying the specific steps to be taken to correct deficiencies in the quality of work.*

The Client has devised a number of performance standards which the Vendor must undertake to meet as a condition of the granting of the Contract. These performance standards cover such system elements, equipment and services as target response times, target problem analysis times, and target repair/resolution times. Failure of the Vendor to meet the established standards could result in contractual penalties. Critical or material failure could trigger contract termination or other action as appropriate.

As one of the conditions of the awarding of the Contract, the Preferred Vendor will also be required to prepare and submit a complete and comprehensive risk management plan and to update it regularly during project execution.

NOTIONAL TIMELINES AND MILESTONES:

The work plan developed by the Ministry of National Security includes the key dates indicated below:

Stage Number	Event Description	Date TENTATIVE
1	<i>Issue of the RFP</i>	<i>January 6, 2020</i>
2	<i>Clarification Period Begins</i>	<i>January 20, 2020</i>
3	<i>Bid Briefing Meeting</i>	<i>January 27, 2020</i>
4	<i>Deadline for Clarification Questions</i>	<i>January 31, 2020</i>
5	<i>Clarifications Issued by MNS</i>	<i>February 7, 2020</i>
6	<i>RFP Bids Due ("Bid Due Date")</i>	<i>March 6, 2020 -4 pm</i>
7	<i>Opening of Bids</i>	<i>March 10, 2020</i>
8	<i>Successful Bidder Announcement</i>	<i>March 31, 2020</i>
9	<i>Award and Execute Contract</i>	<i>April 10, 2020 (tentative)</i>
10	<i>Initial Project Briefing (Nassau Bahamas)</i>	<i>To be determined</i>
11	<i>Implementation and Staff Training</i>	<i>Vendor's Milestone</i>
12	<i>System Start-Up</i>	<i>Vendor's Milestone</i>
13	<i>De-dug, operation & Maintenance</i>	<i>Vendor's Milestone</i>

NOTE: Subject to receiving a firm schedule proposal from the Vendor, the Ministry expects that the Vendor will require approximately one (1) month to design and implement the new system

II. INTRODUCTION

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INTRODUCTION AND BACKGROUND

The Ministry of National Security's overall strategy to increase efficiency in the criminal justice system; to improve the current system of pre-trial and post-trial supervision and to monitor low risk offenders. Its objectives include:

1. To promote public safety through the use of advanced electronic monitoring technologies to effectively monitor and supervise offenders release in the community while reducing the jail over- crowding at Bahamas Department of Correctional Services.
2. To provide for a more stable re-entry transition process into society for offenders.

The Ministry of National Security (MSN) though the Bahamas Department of Correctional Services (BDOCS) is responsible for the incarceration of remanded persons (awaiting trial) and convicted offenders who have been sentenced to prison by the courts in The Bahamas. The broad function of both is the incarceration, management, and supervision of inmates. The activities of BDOCS are governed by the Prisons Act Chapter 193 of the Statute Laws of The Bahamas.

Offender tracking technology has emerged as an important tool for a government's mission of managing selected high-risk offenders in the community. Whether there is a mandate to track sexual predators or a need to more closely monitor higher risk offenders, this technology can often be a helpful tool.

MNS currently through a privately-operated contractor has oversight to an Electronic Monitoring Program that will enable them to:

- Electronically monitor the movement and location of offenders who are released into community supervision programs.
- Electronically monitor inmates who are participating on the Prison WorkScheme.
- Alleviate overcrowding at BDOCS.
- Provide alternative sanctions to incarceration at BDOCS.

The Government of The Commonwealth of The Bahamas is seeking to identify and select a Vendor to design and implement a solution to address the activities listed above. The remainder of this document provides additional information that will allow the Vendor to understand the scope of the effort and to develop a proposal in the format desired by the Government.

CONTACT INFORMATION

Any questions regarding this RFP or the contractual terms and conditions or proposal format must be directed on the date outlined at **Timelines and Milestones**. Written responses to all questions will be forwarded to all vendors on the date outlined at **Timeline and Milestone** without identifying the source of inquiry.

Name	Mr. Eugene Poitier, Permanent Secretary, Ministry of National Security
Address	Ministry of National Security P.O. Box N – 217 Charlotte House, Nassau, Bahamas
Phone	(242) 502-3300 or 356-6292 or 356-6793
FAX	(242) 356-6087
Email	<u>EUGENEPOITIER@BAHAMAS.GOV.BS</u>

The Contractual Contact will serve, throughout the life of the Contract, unless the Vendor is otherwise specifically advised in writing by the Government of The Bahamas, as the **Client Representative** for all issues arising out of and relating to the Contract.

Bid Briefing/Meeting

An information briefing/meeting is planned to be held on January 27th, 2020 at 10:00 a.m. Interested Vendors will be requested to meet at the CompStat Room at the Paul Farquharson Conference Centre, Police Headquarters, Nassau, The Bahamas. Note that the purpose of the information briefing/meeting is to provide information and clarification only. No negotiation of proposed contract provisions will be allowed to take place.

DUE DATES

3.6.2 Questions: The deadline for the submission of questions by Vendors is 4:00 p.m. (Eastern Standard Time) on or before Friday 31st January 2020. All questions must be submitted. All requests for clarification must be received in writing via e-mail to EUGENEPOITIER@BAHAMAS.GOV.BS.

- RFP Supplementary Information: Formal written responses to all questions submitted, along with a copy of the originating question, will be provided to all registered Vendors, in the form of official addenda to the RFP, no later than Friday February 7th.
- Proposals: All proposals are due by 4:00 p.m. (Eastern Standard Time) on or before Friday 6th March 2020. Any proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award and will be returned unopened to the respondent.

SUBMISSION OF PROPOSALS

Proposals must include/be accompanied by the Proposal Form (see Appendix 'B' to the RFP). Vendors are required to deliver four (3) sealed copies of their submissions.

Airmail:

Chairman
Tenders
Board
Ministry of Finance
Cecil Wallace Whitfield
Centre, West Bay Street
P. O. Box N - 3017
Nassau, The
Bahamas
Labeled: RFP – Ministry of National Security Electronic Monitoring Solution

Surface Delivery/ By Hand:

Chairman
Tenders
Board
Ministry of Finance
Ground Floor Reception
Desk Cecil Wallace Whitfield
Centre, West Bay Street
Nassau, The Bahamas
Labeled: RFP – Ministry of National Security Electronic Monitoring Solution

Note: Please ensure, if a third-party carrier (Federal Express, UPS, DHL, EMS, USPS, etc.) is used, that they are properly instructed to deliver proposals only to the reception desk on the ground floor of the Ministry of Finance, Cecil Wallace Whitfield Centre, West Bay Street, Nassau The Bahamas.

Proposals submitted must be received in a sealed envelope/container plainly labeled **“RFP - Ministry of National Security Electronic Monitoring Solution”**.

Bidders to this tender must also submit a **digitally signed** copy of the proposal electronically via e-mail to tendersboard@bahamas.gov.bs with the subject of **“RFP - Ministry of National Security Electronic Monitoring Solution”**.

AMENDMENTS AND ADDENDA

At any time prior to the close of the RFP, the Government may alter, amend, delete or add to, in whole or in part, any terms or provisions of this RFP. The Government may modify, amend or revise any provision of this RFP or issue an addendum at any time. The Government will publish any such modification or amendment, revision or addenda in writing to all Vendors, by hard copy or e-mail. Amendments or addenda generally will not impact the deadline unless otherwise specifically and clearly indicated. Vendors are asked to make certain that the prescribed deadlines are respected.

STAGED PROCUREMENT

The procurement will proceed in two stages. In Stage One, respondents will provide their responses to the RFP in accordance with the requirements stipulated in the RFP. An evaluation will be undertaken of the responses received and a short-list will be prepared of those Vendors invited to proceed to the next Stage. In Stage Two, the short-listed Vendors will be invited to provide a real time demonstration of their solution. The solution which best meets the scope/functionality, schedule, cost and quality objectives will then be selected for contract negotiation.

VENDOR'S RESPONSIBILITY

It is the Vendor's responsibility to ensure its complete comprehension of the requirements and the instructions requested by the Government. To clarify any discrepancies, it is required that Vendors submit a written inquiry as specified (see section on questions by vendors).

III. GENERAL REQUIREMENTS AND RESPONSIBILITIES

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WORKING APPROACH AND RESPONSIBILITIES

The successful and timely implementation of the Electronic Monitoring Solution will be characterized by the co-operative approach implemented by the key parties to the development. It will require the close collaboration and involvement of:

- The Ministry of National Security, Permanent Secretary, as the representative of the Government of The Bahamas as the Client, and its consultants;
- The Royal Bahamas Police Force, Bahamas Department of Correctional Services (BDOCS) other stakeholders as appropriate; and
- The Vendor and its consultants and sub-contractors.

The project will be managed and administered in accordance with a Partnering Charter to be developed once the preferred Vendor has been chosen. “Partnering” as used throughout this document does not refer to a legal agreement among the parties under which each of the parties become jointly and severally liable for the actions and/or inactions of the others; rather, “Partnering” as used herein refers to a co-operative approach to project delivery, implementation and management, including the definition of roles and responsibilities, as well as agreement on a communications protocol and on measures for dispute resolution.

The Government of The Bahamas (The Bahamas) anticipates entering into a relationship with a Vendor/Implementer which will extend over several years. During the term of this relationship, the Vendor will design and implement an Electronic Monitoring Solution including the provision of training and supporting documentation and manuals to staff of the Government, as well providing on-going system support and maintenance services.

The terms of the Contract between the selected Vendor and The Bahamas (“the Contract”) will more fully define the nature of the relationship, obligations and responsibilities of the Government and of the Vendor, incorporating the above requirements and stipulations amongst others, and will be fully negotiated between The Bahamas and the successful Vendor following review of the proposals received. It is the responsibility of, and incumbent upon, the successful Vendor to notify the Client Representative of any and all errors and omissions that, in the Vendor’s opinion, require clarification or correction.

In the course of discharging its responsibilities under the Contract, the selected Vendor shall provide concept presentations and supporting specifications and reports to the Client Representative or his designate for consideration. Additional reviews will be arranged by the Client Representative or his designate(s) to seek the input from other stakeholders as appropriate. The Client Representative or his designate(s) reserves the right to review all systems design work and to reject work found unsatisfactory. All system design documents can be

considered final only when acceptance is in writing by the Client Representative or his designate. Such notice of acceptance will not relieve the Vendor of responsibility for correctness of design, details, specifications, professional responsibilities or compliance with the cost estimates or schedule.

As required by the Contract, the selected Vendor will prepare a detailed cost estimate and proposed schedule for the design, development and implementation of its solution. Once the Client Representative or his designate has indicated acceptance in writing of the cost estimate and schedule documents, the Vendor shall proceed with the work employing such qualified analysts, systems engineers, and other systems experts as may be required to meet the scope, work schedule, cash flow schedule, implementation cost and quality objectives that were established and approved for the new system solution.

The selected Vendor, where required by Contract, will provide a full range of systems support services, operations, maintenance and management support to The Bahamas. Without restricting the generality of the foregoing, such services will include:

- System Operations - Includes necessary services to support system operations such as trouble shooting, staff training, and the establishment of preventive and planned maintenance programs as well as associated infrastructure maintenance.
- Project Management - Involves preparation of implementation plans to minimize downtime and service disruption. The primary function in providing such services is to plan, establish and maintain a work environment that effectively supports the program goals and service objectives of the end user.
- Communications - Includes oral, written and graphic communications and reports, the development of associated work practices and procedures, and the establishment of a complaints tracking system identifying the originator of the complaint, the time and date of the complaint, the nature of the complaint, the response to the complaint, and the measures taken to resolve the complaint.

FINANCIAL RESPONSE

The Government of The Commonwealth of The Bahamas requires that respondents submit a financial response which should include a description of the financial arrangements proposed by the respondent and the supporting documentation described. While the format of the description of the financial arrangements is at the discretion of the respondents, it is expected that the matters set out below will be addressed. Any additional information which is considered relevant should be included. The financial response will include at least the following supporting documentation:

- A cost estimate is required for the project (privately managed by an independent contractor).

The financial information should detail the cost composition of each relevant element as follows (see also Item #13 on page 38 of RFP):

- Overall total cost estimate for the project.
- Total cost estimate for professional services.
- Total unit cost per component.
- Total cost estimate for travel.
- Total cost estimate for licenses.
- Total cost estimate for:
 - A minimum of 400 active tracking units per day;
 - A maximum of 500 active tracking units per day; and
 - Unspecified number of tracking units per day.
- Total cost estimate for any specific hardware required.
- Other (identify).
- A financial certificate is required from each respondent. It should include the following:
 - Financial statements are required for each firm having a significant interest in the Vendor's proposal.
 - Financial and credit capacity.
 - Letter of Credit (proposal security)
 - Industry standing and current projects (including roles, budgets, and timelines).
 - Evidence of sufficient capacity to complete the project.
- The selected Vendor will be required to submit proposal security in the form of an "on-demand, irrevocable Letter of Credit" (LC) issued by a Bank operating in The Bahamas in the amount of no less than ten thousand United States dollars (\$10,000 USD). This security is required to be provided fifteen (15) calendar days after the selection of the successful Vendor and will be returned to the selected Vendor within fifteen (15) calendar days of the complete execution of the Contract.

This security will demonstrate the selected Vendor's good faith in negotiating a final contract and, failing such, a genuine estimate of the liquidated damages that would have to be absorbed by the Government of The Bahamas. The Bahamas represents that it will not draw upon said LC unless, in its sole and absolute discretion, but always acting reasonably, it has determined that the selected Vendor has not negotiated in good faith.

If the selected Vendor fails to negotiate the Contract and any required ancillary agreements in good faith in accordance with the negotiation schedule, or otherwise breaches any of its obligations set forth in the RFP, the selected Vendor's Letter of Credit may, at the option of The Bahamas, be retained and used by The Bahamas. Retention and use of the Letter of Credit as herein provided shall be in addition and without prejudice to all other rights and remedies available to The Bahamas and shall not be considered to be in the nature of a penalty, but compensation to The Bahamas.

OWNERSHIP AND USE OF DOCUMENTS

New and original specifications and other documents, materials, manuals or other copyrightable matter prepared or furnished by the Vendor are instruments of service and are to be the property of Ministry of National Security in Right of The Government of The Bahamas whether or not the Electronic Monitoring Solution project for which they are made is commenced or completed. Such specifications, materials and other documents furnished by the Vendor can be used by The Bahamas on other projects or for additions to this Project.

Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of copyrights or other reserved rights. The copyright in the new and original Work shall, subject to any agreement with the Vendor, belong to The Bahamas, and in such case continue for a period of seventy years from the date of the first publication of the Work.

New and original technical documentation shall contain the following copyright notice:

© **Her Majesty the Queen in Right of The Bahamas (year)**

Where the application of Bahamian, American or other applicable law alters the contractual condition described above so as to vest copyright with the Vendor, any such copyright shall be subject to a perpetual, royalty free license to The Bahamas to use such documents and any material subject to said copyright in any manner that it may reasonably choose except for commercial exploitation to third parties. The Vendor shall ensure that this complete provision is captured in any subcontracts that it may enter for which copyrightable material is furnished as part of the obligations or responsibilities under the Contract.

GENERAL OBLIGATIONS OF THE VENDOR

The Vendor agrees to produce all work necessary for the completion of the project. Such work shall be performed by qualified analysts, systems engineers and other professional staff selected, engaged, and paid by the Vendor. The professional obligations of such persons shall be undertaken and performed in the interest of the Government of The Commonwealth of The Bahamas.

The Vendor shall incorporate the obligations and requirements of its agreements with The

Government of The Commonwealth of The Bahamas in its respective sub-contracts with design professionals, systems engineers, subcontractors, suppliers, purchase orders and other agreements.

The Vendor shall be responsible to The Government of The Commonwealth of The Bahamas for acts and omissions of the Vendor's employees and parties in privity of contract with the Vendor to perform a portion of the work, including their agents and employees. The Vendor shall be responsible to The Bahamas for acts and omissions of its subcontractors, suppliers, agents, and employees of all entities and organizations which may be in privity of contract with the Vendor as regards this project.

CHANGE ORDERS

A Change Order is a written order signed by the Client Representative or his authorized delegate(s) and the Vendor, and issued after execution of the Contract, authorizing a change in the work or adjustment in the contract sum or contract time. The contract sum and contract time may only be changed by a properly authorized Change Order. No action, conduct, omission, prior failure or course of dealing by The Government of The Commonwealth of The Bahamas shall act to waive, modify, change, or alter the requirement that a Change Order must be in writing and must be signed by the Client Representative or his authorized delegate(s) and the Vendor, and that such written Change Orders are the exclusive method for effecting any change to the contract sum and contract time. The Vendor understands and agrees that the contract sum and contract time cannot be changed by implication, oral agreements, actions, course of conduct, or constructive change order. The Client Representative or his authorized delegate(s), without invalidating anything otherwise provided for in the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, and the contract value and the contract time may be adjusted accordingly as a result. Such changes in the Work shall be authorized by Change Order and shall be performed under applicable conditions of the Contract.

CORRECTION OF WORK

The Vendor shall promptly correct Work that is rejected by the Client Representative or his authorized delegate(s) or Work that is otherwise known by the Vendor to be defective or failing to conform to the approved project plans, specifications or such other documents as may have been submitted to, and approved by, the Client Representative whether said Work is observed before or after system start-up, and whether or not designed, installed or completed, and shall correct Work found to be defective or non-conforming as may be provided in the Contract documents.

NEGOTIATIONS

The Government of The Commonwealth of The Bahamas reserves the right to enter into discussions or negotiate with a Vendor as it deems essential, or with another Vendor or Vendors concurrently. Under no circumstances will the Government be required to enter into discussions or negotiations on contract terms and conditions or to offer any modified terms to any particular Vendor prior to entering into a binding contract. The Government's decision as to which Vendor it wishes to enter into contract with shall be based on the Government's determination of overall best value to the Government and People of The Bahamas and shall be final and binding on all parties and not subject to challenge. The Government shall incur no liability to any Vendor as a result of these discussions, negotiations or modifications.

TAXES

For the purpose of establishing the amount of taxes that are to be included in any project cost estimating, Vendors shall include any amount payable for Bahamian and other taxes and duties in their estimates. On award of the Contract and during the course of the Contract as required, the successful Vendor shall pay all applicable sales, consumer, user, and similar taxes. The Vendor will also assume any responsibility for any changes in tax rates that may occur during the course of the Contract.

INSURANCE

The selected Vendor will be required upon the grant and execution of the Contract to procure, hold and produce evidence of insurance for general liability (including bodily injury and property damage) as required by Bahamian law and practice as they relate to the full range of the Vendor's responsibilities and obligations under the Contract. In all cases of insurance, the Vendor shall ensure that any and all sub- contractors shall carry and maintain insurance appropriate to the role, function and duties for which they have been engaged.

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Government and the Government's consultants and separate contractors, any of their subcontractors, sub- subcontractors, agents, and employees from and against claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from performance of the Work or Services as they relate to the full range of the Vendor's responsibilities and obligations under the Contract. These indemnification obligations shall include claims, damages, losses or expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's

sub-contractors, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

TRAVEL EXPENSES

The Vendor, in accordance with Chapter V, Guidelines for Proposal Presentation, Proposal Outline, Item #13 page 34 of the RFP, shall include all travel expenses associated with the discharge of its responsibilities to undertake the Work in its cost proposal. The Vendor, with all other sub-contractors and suppliers, is responsible for all other travel costs associated with the proposal including, but not limited to costs associated with attending and participating in the information briefing/meeting, presentations (if any) and, if short-listed, the product demonstration.

TESTIMONY PREPARATION AND APPEARANCE

The Vendor shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed to testify on behalf of the Government. If required to provide testimony, the Vendor shall provide an expert witness to support GPS tracking and other data reported by the GPS tracking device at the vendor's own expense.

PROJECT MEETINGS

Language

All meetings will be conducted in the English language. All minutes (if any) to meetings shall be issued in English.

Post Award and Execution of the Contract

Initial Project Briefing and Partnering Session: Following award and execution of the contract, the Vendor and such sub-contractors as the Vendor deems necessary (maximum of fifteen [15] representatives from the Vendor's Team) shall meet with the Client Representative and the Client's Project Team. The purpose of this meeting is to establish a firm and mutual understanding of the project objectives and to provide a sound foundation for the working relationship that will govern the Client-Vendor relationship.

The objectives of the Initial Project Briefing and Partnering Session are the identification and agreement on issues of quality, organizational culture and procedures, communications protocol and strategic goals for team members. A key objective of Partnering is fostering a culture that facilitates the identification of issues that could impact the project and establishing a process for their resolution. A further key objective is to identify and clarify the roles and responsibilities of the Client and Vendor project team members in order to facilitate the quick resolution of the many issues that arise during the course of project delivery.

Review Meetings: System design and development monitoring and review meetings between the Vendor and the Client Representative or his designate will occur throughout the Work. Sufficient reviews will be required to satisfy the Client Representative or his designate that the conditions of the Contract are being met. Certain requirements such as security and inter-operability may require review by Client technical specialists. Additional reviews may be arranged by the Client Representative to seek the input from the subject matter experts or other stakeholders (e.g., the Royal Bahamas Police Force) as appropriate. The Vendor will conduct the meeting and record the minutes.

Site Meetings: The purpose of site meetings is to communicate and discuss the schedule, impediments to progress, submittals, quality control, safety, site constraints, upcoming pre-installation conferences, disruptions to the normal day-to-day work of Government and other related timely subjects. Problems and means of resolution will be identified at these meetings. If necessary, approval of the proposed means for resolving such problems may be at subsequently scheduled meetings attended by appropriate personnel.

Site meetings may be conducted weekly at a predetermined time agreed to by the Client Representative or his designate and the Vendor at either the Client's or the Vendor's site office. The Client reserves the right to have these meetings more or less frequently as it determines appropriate for various stages of progress.

The Vendor will conduct the meeting and record the minutes. The Client may coordinate attendance by various interested parties to the Contract including other departmental specialists. The Client reserves the right to require a separate meeting for each or any of the Work components as it determines appropriate.

Other Meetings as Determined by the Client Representative: The Client Representative or his designate reserves the right to call for a meeting for a specific purpose at any time with 48 hours' notice to the Vendor. Appropriate Vendor personnel, or those in privity of contract with the Vendor, shall attend such meetings as requested by the Representative. The Vendor shall notify appropriate subcontractors and/or other appropriate personnel for attendance. The Client Representative will conduct the meeting and record the minutes.

Other Meetings as Determined by the Vendor: The Vendor has an equal right to call for a meeting for a specific purpose at any time with 48 hours' notice to the Client Representative or his designate. The Vendor will conduct the meeting and record the minutes.

SIGNAGE

The Vendor shall not erect or permit the erection of any sign or advertising on the Work or the Site without the prior consent of the Client Representative or his designate.

SUCCESSORS AND ASSIGNS

The Vendor shall not assign or transfer an interest in the Contract or of any schedules or appendices thereto without the prior written consent of the Client.

All representations and warranties shall survive completion or termination of the Contract and any schedules or appendices thereto.

OTHER GENERAL TERMS AND CONDITIONS

- The Government reserves the right to accept or reject any or all bids.
- All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time stated for submission has expired.
- The Government shall not purchase goods or services from any business owing delinquent taxes to the Government of The Bahamas.
- Proposals received after the designated time of receipt will be considered as "NO BID" and "VOID". The Government's time stamp for proposals received will be the official indicator of timely, or untimely, receipt. It is the Vendor's responsibility to allow sufficient time for delivery and submission to the designated place.
- Proposals will not be accepted electronically, either by email or fax.
- Vendors responding to this proposal will be required to demonstrate, in their responses, quality control and management in their installation, repair and service procedures.
- Any equipment which may be leased or purchased from the Vendor is to be fully configured to the user location and where required, connected to the GWAN and its service provider's infrastructure (network). The equipment delivered must have proper Vendor identification (stickers) attached including the Vendor name and phone contact. Details of all equipment including manufacturer, model number, and serial number must be delivered and documented for future reference.
- All equipment leased or purchased from the Vendor must include a minimum of two (2) years repair/replace warranty. In the case of critical components, it must be demonstrated that a spare component is readily available in The Bahamas in the case of loss or extensive damages.

V. PROJECT MANAGEMENT AND ADMINISTRATION

IV PROJECT MANAGEMENT AND ADMINISTRATION

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ORGANIZATION

The Client

The Client is the Government of The Commonwealth of The Bahamas, represented by the Permanent Secretary of the Ministry of National Security, or the designate(s), shall serve as and discharge the duties and responsibilities of the Client Representative under the contract.

The end users of the Electronic Monitoring Solution will be the Ministry of National Security and its key stakeholders, represented by the Project Coordinators from the Police and Prison Departments.

Other stakeholders who have influence on, or exert influence over, the Electronic Monitoring Solution and/or the contract include the Ministry of Finance, The Bahamas National Geographic Information Systems Centre (BNGISC), and the Office of the Attorney General.

The Vendor/Implementer

The Vendor's team is expected to consist of the Vendor/implementer, legal counsel, financial advisors, and such other consultants, sub-consultants and sub-contractors as the Vendor may consider necessary and appropriate to complete the Work.

It is noted and repeated that a key socio-economic objective of this project is to require the successful Vendor/implementer to either establish a presence in The Bahamas or to partner with an existing firm already established here. The idea is to facilitate the transfer of knowledge, skill and expertise to Bahamians while increasing employment opportunities. In addition, an on-site presence will be necessary to satisfy the service, technical support, operation, and maintenance requirements of the system.

At the time a proposal is submitted, all key members of the Vendor's team must be identified along with their experience and qualifications. Once the team members have been identified in the proposal submission, substitutions of team members will only be allowed with the written permission of the Client Representative.

PROJECT MANAGEMENT INFORMATION SYSTEMS / REPORTS

The Vendor will be required to provide the Client Representative with a range of reports from discipline specialists, specifically including cost control and schedule control. Cost and time

reports shall be fully coordinated. All requested reports, data, statistical data and ad hoc reports, shall be provided at no additional cost to The Bahamas Government. In addition, the Vendor will be required to maintain a web site to which regular milestone, status, progress and forecast reports will be posted on a monthly basis for review by the Client and other stakeholders.

Cost Control / Financial Reporting

Delivering this project within budget is a high priority. It is required that a fully qualified Cost Specialist, with a demonstrated record of successful cost management, be retained by and included in the Vendor's team.

The Cost Specialist shall provide an interactive and continuous tracking and reporting service from commencement of this project through to completion, including the preparation of complete estimates for all Vendor services, including applicable allowances (if any and they must be specified and identified) for escalation, inflation and contingency costs. The Cost Specialist shall be prepared to present and defend the estimates directly to the Client Representative or his designate(s).

Estimates are to be prepared in detail and summarized to WBS Level 3, or a substitute acceptable to the Client Representative, consistent with the Vendor's project work breakdown structure and must be supported by all backup work sheets clearly detailing the process used in preparing the estimates. The Cost Specialist shall provide a complete cost estimate as an integral part of the Vendor's proposal submission. By the 15th calendar day of each month, the Cost Specialist shall also provide a Monthly Report, using earned value analysis, with status dated on the last working day of the previous month. A typical monthly report will contain:

- Project Estimate Summary (Planned Value, earned value, Actual Cost, Estimate to Completion, Estimate at Completion; pay special attention to final response to items #13 and #14 at pages 34 and 35, Budget at Completion)
- Estimate Back-Up Supporting Detail (as appropriate)
- Narrative:
 - outline description of estimate basis
 - description of information obtained and used in the estimate
 - listing of items/issues carrying significant risk
 - cost performance index
- Identification of cost variances and remarks concerning action to be taken

The Cost Specialist will also provide quarterly Exception Reports that outlines early warnings of all changes that affect or potentially affect the estimated implementation costs of the project. The exception report will include sufficient description and cost detail to clearly identify:

1. Scope Change
2. Cost Overruns and Under runs
3. Options Enabling a Return to the Original Cost Estimate

The cost reports/estimates shall be provided to the Client in MS Excel and Word, or an appropriate combination of the two. The Cost Specialist shall submit the cost reports/estimates in three (3) hard copies and one soft copy of all reports on a CD-ROM (PC Format) or, if otherwise agreed, an acceptable and downloadable format from the web site.

The Client Representative or his designate(s) will review all aspects of the Cost Specialist's work on a continuing basis to determine the validity and completeness of the information provided. In the event the Client Representative may identify areas of concern including errors and omissions as well as areas of inadequate detail or areas that require further explanation, the Cost Specialist shall re-examine the estimates provided and make such revisions as may be subsequently agreed to be necessary and/or provide ample acceptable evidence that such corrections or amendments are unnecessary.

Schedule Control / Progress Reporting

Delivering this project on time is a high priority. It is required that the Vendor employ a fully qualified and well experienced time planning, time control and scheduling team, referred to herein as the Time Specialist, with a demonstrated record of successful time management on similar projects. The Time Specialist will be conversant with all aspects of scheduling during all phases of this project, including the use of Work Breakdown Structures, Critical Path Method, Schedule Risk Analysis, and earned value analysis techniques.

The project baseline schedule shall be prepared to WBS Level 3, or a substitute acceptable to the Client Representative, that is fully consistent with the Vendor's project work breakdown structure and baseline cost estimate. The project schedule must be supported by all backup work sheets clearly detailing the process used in preparing the estimates. The Time Specialist will provide the complete baseline schedule as an integral part of the Vendor's proposal submission. The schedule will be provided to the Client Representative in Microsoft Project. All schedule reports, including the original baseline and monthly reports, shall be provided in three (3) hard copies and one soft copy on a CD-ROM (PC Format) or, if otherwise agreed, an acceptable and downloadable format from the web site.

All schedules shall include and maintain reasoned time risk allowances as are deemed necessary in light of the current information available. The Time Specialist shall provide a satisfactory explanation of the level and/or amount of all such items included within any schedule.

By the 15th calendar day of each month, the Time Specialist shall also prepare a Monthly Report with status dated on the last working day of the previous month. The report shall consist of:

- Progress of each activity to the date of the report
- Projections of progress and completion
- The actual start and finish dates of all activities being monitored compared to the project baseline schedule
- Activities due to start, to be underway, or finish within two months from the report date
- Identification of variances and remarks concerning action to be taken (schedule variances)
- Detail of the work performed to date
- Schedule performance index
- identify outstanding issues and concerns
- identify options for dealing with any serious planning and scheduling issues and their impact on the project's critical path

The Time Specialist shall also prepare quarterly Time Exception Reports which shall consist of the following:

- Scope Change: Identify the nature, reason and total time impact of all identified and potential project scope changes affecting the project's baseline schedule.
- Time Overruns and Under runs: Identify the reason for and the total time impact of all identified and potential time variations
- Options Enabling a Return to the Baseline Schedule: As applicable, identify the nature and potential time effects of all identified options proposed to return the project to the approved schedule.

VALUE ENGINEERING PROPOSALS

The Client invites the Vendor/implanter and its subcontractors to submit ideas and proposals which may reduce the overall cost of the project as a result of revised methods, design or products, and still meet the quality and functional requirements of the Client. The Vendor should present its or its subcontractors' cost saving ideas and support them with sufficient detail to permit quick review and assessment by the Client. If a proposal or idea is accepted as a value-engineering proposal, the resulting savings will be shared on an equal basis between the Client and the Vendor. Ideas or proposals which are not adequately supported will not be considered. The Client may, at its sole discretion, refuse to consider any or all ideas or proposals brought forward by the Vendor and/or its subcontractors with no obligations upon the Client flowing there from.

GOVERNMENT SUPPLIED MATERIAL AND EQUIPMENT

The Vendor is liable to the Client for any loss of damage to material, plant or real property that is supplied or placed in the care, custody and control of the Vendor by the Client for use in connection with the Work, whether or not that loss or damage is attributable to causes beyond

the Vendor's control, excepting loss or damage that results from and is directly attributable to reasonable wear and tear.

STRUCTURE OF PAYMENTS

The Client shall make payments to the Vendor in accordance with the relationship that is negotiated and finalized between them. Generally, the payments shall be comprised of:

- A mobilization payment
- Monthly payments
- Retention (Release of Holdback)

Mobilization

The Client will pay to the Vendor/service provider a sum not to exceed fifteen per cent (15%) of the total contract value upon contract award to facilitate the mobilization of the Vendor's resources and establishment of a presence in The Bahamas, or partnership with a Bahamian firm, for the provision of ongoing system operation, maintenance and support services.

Monthly Payment

Following mobilization and upon on-site project initiation through to substantial completion, the Client will pay to the Vendor/service provider a sum not to exceed seventy per cent (70%) (less the mobilization and the retention) of the total contract value. The contract value is inclusive of variable costs i.e. number of devices on the program, payable in equal monthly installments upon receipt, validation and acceptance by the Client of an invoice together with the Vendor's monthly statement of certification attesting that progress has been achieved, services (monitoring) rendered and work has been accomplished in accordance with the terms of the Contract. Should the Work not have been completed as per the Contract terms and conditions, the Client may approve payment of such lesser amount as the Client may deem appropriate.

Retention /Release of Holdback

All payments referred to above (viz., mobilization, monthly payments and retention (release of hold back) shall be subject to a holdback by the Client of fifteen percent (15%) of the payment amount. The purpose of the hold back is to ensure the system/solution and services operate as required once the Vendor has completed the terms and condition of the contract. This is also to ensure that the Vendor corrects any deficiencies which may be identified or, failing such correction, to provide the Client with the funds necessary to rectify any problems that may arise. The Holdback amount is generally released and paid to the Vendor not later than sixty (60) days following the issuance of the Certificate of Final Completion (see punch/deficiency list on page 27).

Subject to the following conditions, upon the granting of the Certificate of Final Completion by the Client to the Vendor, which should normally occur within sixty (60) calendar days of system

start-up, the Client shall not approve the release of the granting of the Certificate of Final Completion until the Vendor submits to the Client:

- (1) a statutory declaration that payrolls, bills for services, materials and equipment, and other indebtedness, connected with the Work for which the Client could conceivably be liable, have been paid or otherwise satisfied;
- (2) if required by the Client, other data or documents establishing payment or satisfaction of obligation, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Client; and
- (3) a statement of certification attesting that progress has been achieved, the system/solution has been de-bugged, and work has been accomplished in accordance with the terms of the Contract.

Note: If the Vendor refuses to furnish such statutory declaration or other documents as may be required by the Client, the Vendor may instead furnish a Letter of Credit in a form satisfactory to the Client to indemnify the Client against the Vendor's obligations relating to the work. Submission of said statutory declaration or Letter of Credit does not absolve the Vendor of its responsibility to reimburse the Client for monies the Client may be compelled to pay to discharge any such obligations related to the Work, including all costs and reasonable fees.

Payments: General

Notwithstanding any delay by the Client in making any payment when due, such delay shall not be a breach of the terms of the Contract by the Client.

The Vendor is responsible for all payments owing to any sub-contractor or supplier it may employ on account of such sub-contractor's work and shall pay to each sub-contractor the amount to which said sub- contractor is entitled in accordance with the terms of the Vendor's contract with such sub- contractor. The Vendor shall, by appropriate agreement with each sub-contractor, require each sub- contractor to make payments to any sub-subcontractors employed and to their respective suppliers in similar manner.

The Client shall have no obligation to pay or to be responsible in any way for payment to a sub-contractor of or supplier to the Vendor or to a sub-contractor or supplier's sub-subcontractors and/or sub-suppliers.

Statement of Certification

The Vendor shall provide a Statement of Certification to the Client indicating that the work has progressed to the point indicated on the approved CPM project schedule provided by the Vendor and that the quality of the Work covered by the Statement of Certification is in accordance with the terms of the contract. These Statements of Certification shall accompany each monthly invoice for payment provided by the Vendor to the Client as well as the invoices for Substantial

Completion and for Final Completion.

In the Statements of Certification provided by the Vendor to the Client, the Vendor shall warrant and attest: (1) that the Work, materials and equipment covered by previous Statements of Certification are free and clear of liens, claims, security interests or encumbrances; and (2) that no Work, materials or equipment covered by a Statement of Certification will have been acquired by the Vendor, or by any of its sub-contractors, that is subject to an agreement under which an interest therein or an encumbrance therein is retained by the supplier or otherwise imposed by the Vendor or such other person.

COMPLETION

Inspection and Examination of Work

If, at any time after the commencement of the work but prior to the expiry of the warranty or guarantee period, the Client Representative or his designate has reason to believe that the work or any part thereof has not been performed in accordance with the Contract, the Client Representative or his designate(s) may have that work examined by an expert of his choice.

If, at any time before the Client has issued a Certificate of Final Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Vendor is required by the Contract to do, the question shall be decided by the Client Representative or his designate(s) whose decision shall be final, binding on all parties and conclusive, notwithstanding any provision relating to Dispute Resolution to the contrary.

Punch / Deficiency List

Without restricting any warranty or guarantee implied or imposed by law or elsewhere contained in the Contract, the Vendor shall, at his own expense rectify and make good any defect or default that appears in the work or comes to the attention of the Client Representative or his designate(s) within sixty (60) calendar days of the issuance by the Client Representative or his designate(s) of the Certificate of Final Completion (see Retention/Release of Holdback, page 26).

Certificate of Substantial Completion

Once the Client Representative or his designate(s) is satisfied that the work is substantially complete, he shall issue a Certificate of Substantial Completion to the Vendor. The Certificate of Substantial Completion shall describe the parts of the work that have not been completed by the Vendor to the satisfaction of the Client Representative or his designate(s) and will indicate what must be done by the Vendor to remedy and correct the deficiencies noted before a Certificate of Final Completion can be issued. The Certificate of Substantial Completion will normally be issued coincident with or soon following system start-up.

Certificate of Final Completion

On the date that the Work has been completed and the Vendor has fully complied with the relevant terms of the Contract, both to the satisfaction of the Client Representative, the Client Representative or his designate shall issue a Certificate of Final Completion if, in the sole opinion of the Client Representative or his designate, the Electronic Monitoring System is ready for full operation and use for the purposes intended in accordance with the terms of the Contract. The Certificate of Final Completion shall describe any deficiencies or defaults noted in the work that have not been corrected or completed by the Vendor to the satisfaction of the Client Representative or his designate and will indicate what must be done by the Vendor to remedy and correct the deficiencies (see Punch/Deficiency List above).

Guarantees and Warranties

The Vendor shall provide guarantees and warranties normally associated with the Work. Without limiting the generality of the above, they shall include:

- Work under the Contract shall bear a 60-month guarantee which commences at the date of the Certificate of Final Completion. Certain parts of the Work, however, may be guaranteed for an extended period of time; and
- Manufacturer's product warranties for equipment installed under the Contract shall bear a minimum of 24-month warranties which commence at the date of the Final Certificate of Completion.

Default by Vendor

If the Vendor is in default of its obligations (including material default) pursuant to the Contract, the Client may, without prejudice to any of its remedies at law or under the Contract, make good such deficiencies and take possession of all materials, equipment, tools and machinery thereof owned by the Vendor as well as any plans and specifications and finish the Work by whatever means the Client may deem expedient.

Liquidated Damages

The Work shall be deemed to be completed on the date that the Certificate of Final Completion is issued, excepting those items identified on the Punch / Deficiency List.

If the Vendor does not complete the Work by the day fixed for its completion by the Contract but completes it thereafter, the Client may execute such penalty provisions as may exist in the Contract including, but not necessarily limited to, an amount equal to the aggregate of such costs as may reasonably be determined by the Client as a result of the Work not being completed by the date fixed for its completion, including the correction and making good of identified deficiencies.

The payment or deduction of such damages shall not relieve the Vendor from his obligation to complete the Work, or from any other of his obligations and liabilities under the Contract.

DISPUTE RESOLUTION

By informal discussion and good faith negotiation and taking into account the Partnering Charter the Client and the Vendor shall make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected with the Contract. In the event that the Client or the Vendor considers that the reasonable efforts of the parties have failed to reach a settlement of any such dispute, controversy or claim then any such unsettled dispute, controversy or claim (a "Dispute") shall be subject to resolution through referral to mediation, arbitration or the courts in accordance with the terms and procedures set out in the Contract.

VI. GUIDELINES FOR PROPOSAL PREPARATION

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Questions relating either to the proposal process or to the particulars of the Project may be submitted in advance of the Bidding Presentation Meeting. All questions and replies will be compiled into one record and supplied to the prime contact of the Vendor's team in text form. The Government of The Bahamas reserves the right to edit questions for appropriateness and only those questions and answers formally issued as an Addendum to the RFP will be incorporated into the Contract. Vendors may invite other members of their team to the meeting, but it is requested that the numbers be restricted to a total of five (5) persons per Vendor team.

Solicitation

For the purposes of communication, the Client Representative will only accept questions directly relating to the project and as required for clarification. There will be no solicitation to any Minister or Ministerial or \ Departmental staff concerning this project. Failure to comply with this requirement may result in the Vendor's submission being disqualified.

Questions and Addenda

All enquiries concerning this project are to be referred to the Client Representative. All questions and requests for clarification must be submitted in writing from the prime contact of the Vendor. Oral questions can only be received during the Bid Briefing Meeting. Answers and corresponding questions will only be sent by the Client to the prime contact of the Vendors as formal Addenda to the RFP. Vendors will be responsible for their own internal distribution and/or communication.

PROPOSAL REQUIREMENTS

General

All data and documents shall be prepared and submitted by the Vendor, along with the Proposal Form (see Appendix 'B' to the RFP), by the due date and time specified in Chapter II of the RFP. Vendors should review all documents in the RFP for all submission requirements. Failure to provide the required information specified in this or other sections of the RFP may cause the proposal to be rejected by the Client.

One (1) copy of a Transmittal Letter, and one (1) original completed copy of the Proposal Form, all with original signatures, shall be separately bound (binding method at Vendor's option) and included in the submission in a separate item.

The transmittal letter and proposal form must identify the legal name of the Vendor, its business address, and the name, title, address, telephone and facsimile numbers of the contact person in the Vendor's team with whom the Client is to establish communications. They must also identify and certify the person, who may or may not be the named contact, who has the legal right and authority to bind the Vendor to the proposal and to any contractual arrangement which may follow as a result of the proposal. They must also include a statement of certification warranting that the Vendor's proposal will remain open for a period of not less than ninety (90) days following the due date.

If a soft copy of the proposal is also provided, all word processing shall be produced in MS Word. Project schedules shall be prepared utilizing Microsoft Project. Spreadsheets shall be prepared in MS Excel. All proposals will be submitted in English. Vendor's and manufacturer's literature may be included in its original form.

The purpose of the Request for Proposals package is to invite the Vendors/Implementers to make proposals; therefore, Vendors are encouraged to make such suggestions and proposals as they feel would benefit the project.

The Government of The Bahamas reserves the right to pursue any proposal whether it is the lowest cost or not. Further, the Government reserves the right to reject any or all proposals. The proposed project cost is not the sole criteria in the evaluation process. The Government's decision as to which Vendor it wishes to enter into contract with shall be based on the Government's determination of overall best value to the Government and People of The Bahamas and shall be final and binding on all **parties and not subject to challenge**.

Vendors' proposals must remain open for discussion from the due date up to and including midnight for 90 days following the due date. The Government of The Bahamas reserves the right to enter into discussions or negotiate with a Vendor as it deems essential, or with another Vendor or Vendors concurrently.

Proposal Content

The Proposal shall be organized in accordance with the following outline:

- Cover
- Table of Contents
- Letter of Transmittal
- Proposal Form
- Executive Summary
- Introduction
- Approach and Methodology
- Table of Requirements
- Deliverables
- Risk Management Plan
- Quality Control Program
- Schedule of Critical / Milestone Dates
- Cost Estimate
- Financial Information
- Supplemental Team Qualifications
- Value Engineering Proposals (if any)
- Other Information (at Option of Vendor)
- Appendix: Technical Proposal
- Appendix: References
- Appendix: Team Members
- Appendix: Other

A brief description of each of these elements follows in the “Proposal Outline” below. Vendors are cautioned that the Proposal Outline is not meant to be used as the definitive guide to the preparation of the proposal. The proposal must respond to and address all requirements of the RFP. In the event of contradictions between the Proposal Outline and other elements of the RFP, Vendors are advised to comply with the more inclusive or comprehensive requirement.

Proposal Outline

1. Cover	As determined by the Vendor; however, must be clearly labeled “RFP – Ministry of National Security Electronic Monitoring Solution”
2. Table of Contents	Should indicate Contents of the Proposal by page number.
3. Letter of Transmittal	Provides identifying information about the Vendor (see “Proposal Requirements – General”, page 31 of the RFP)
4. Proposal Form	See Appendix ‘B’ to the RFP.
5. Executive Summary	A brief, high-level synopsis of the Vendor’s responses to the RFP. Provides a brief overview of the proposal as well as identifying the main features and benefits of the proposed work.
6. Introduction	Introduces the reader to the Vendor and to the approach and structure of the proposal.
7. Approach and Methodology	Describes the manner in which the Vendor proposes to do the work. Should also indicate the Vendor’s Bahamian partner, or the Vendor’s plan to establish a presence in The Bahamas, as well as the split in work and responsibilities between the Vendor and its partner/Bahamian presence. The Vendor must show proof of its authority to operate in The Bahamas i.e. Business License, etc.)
8. Table of Requirements	The Vendor’s response to the Table of Requirements (T of R) contained in the RFP. Each of the functional features in the T of R should be addressed. Vendor should indicate if the feature indicated is part of the base functionality of their COTS solution or part of the scalable features of their proposal. Vendors should provide manuals for their systems/COT’S solutions. Requirements indicated in the T of R should be cross-referenced to these manuals, by page number, to clearly indicate how the proposed solution will address the requirement.

9. Deliverables	The Vendor's statement of what exactly it proposes to provide to the Client as its contract deliverables. Must be clear and unambiguous.
10. Risk Management Plan	The Vendor's identification of risks, assessments of probability and impact, overall ranking, anticipated countermeasures, and indication of who on the Vendor's team is responsible for managing each particular risk.
11. Quality Control Plan	The Vendor's approach to managing and ensuring a consistent high level of quality through requirements analysis, process improvement, testing procedures, corrective and preventive actions, monitoring, investigating and reporting.
12. Schedule of Critical / Milestone Dates	Indicates critical milestone dates for each of the high-level and (not low level) deliverables as identified in the Vendor's work breakdown structure.

13. Cost Estimate	<p>Estimates for the design, development and implementation of the proposed Electronic Monitoring System must be on a fixed cost or lump sum basis (i.e., this is <u>not</u> a cost plus or time and materials contract). Estimates must include an indication of any governing assumptions.</p> <p>Estimates must be comprehensive. Without limiting the generality of the foregoing, estimates must also include life-cycle software licensing and any hardware costs as appropriate, as well as travel costs and the provision of training to BDOCS and other stakeholder staff as required (e.g., the RBPF).</p> <ul style="list-style-type: none"> ▪ Provide a Class 'A' (substantive) estimate of the <u>basic</u> functionality to be provided by the Vendor's COTS solution. ▪ Provide a Class 'C' (indicative) cost estimate for the <u>full</u> implementation of the Vendor's COTS solution. ▪ Provide a Class 'A' (substantive) estimate for each incremental saleable increase in the functionality of the Vendor's COTS solution. ▪ Provide a Class 'C' (indicative) estimate of designing and developing any functionality defined in the T of R that is not contained in the Vendor's COTS solution. ▪ Provide a Class 'A' (substantive) estimate for the provision of system support and maintenance services on an annual basis following system implementation. This estimate may provide for
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	inflationary adjustments and it may be a time and materials estimate.
14. Financial Information	Provide the information required in accordance with Chapter III - General Requirements and Responsibilities, Financial Response, on pages 13 and 14 of this RFP.
15. Supplemental Team Qualifications	Indicate similar projects on which the Vendor's team has worked and when the work was undertaken. Describe similarities and differences as regards this project.
16. Value Engineering Proposals	Identify and describe alternative approaches to the Vendor's COTS solution which could address the functionality requirements described in the T of R and provide an estimate of the time and schedule impact of implementing the alternative approach.
17. Other Information	Provide other information at the Vendor's discretion. This may include general company and/or manufacturers' material.
18. Appendix: Technical Proposal	Vendors must:

- include a schematic drawing of the recommended and proposed architecture and must confirm if they support a two-tier and/or a three tier and/or a centralized and/or decentralized architecture. Use as the basis of this drawing a Bahamas-based implementation
- indicate if the application is completely web-based
- describe the integration of GIS technology as a part of the EMS solution
- describe the reporting capabilities of the solution
- describe the application security architecture of the proposed solution
- describe what development language(s) and/or tools are used to produce the application
- describe everything that would be involved in building and/or integrating customizations with the off-the-shelf version of the application
- indicate if portions of the proposed solution can be installed in phases and, if so, indicate phasing possibilities
- indicate the scalability of the solution in terms of functionality as well as the scalability of the solution also in terms of capacity
- describe the solution's operating and networking environments and architecture
- describe footprint requirements of the client's desktop configuration, i.e. number of bytes required for disk/memory,

	<p>etc.</p> <ul style="list-style-type: none"> ▪ recommend a minimum server configuration requirement for any/all of the application server(s) (i.e. database, application, web) and indicate the expected percentage of average and peak utilization for each of the requirements given a user population of approximately 20 with 5 concurrent users ▪ describe if expert implementation consultants are available, and if these are in-house or third-party
19. Appendix: References	<p>Describes the number of implementations of Vendor's EM Solution to date, including a description of support service arrangements established. Describes relationship with similar clients where the proposed solution has been deployed; etc. Contacts should be at the executive management level. Clients should be of similar or greater size. Provides at least three (3) client references for similar implementations conducted within the last three years or currently underway. Specific client contacts should be provided, including company name, contact name, title, address, telephone number, email, and should be at the highest executive level based on the project's charter and sponsorship. The Bahamas will interview these references, and the results will be factored into the evaluation.</p>
20. Appendix: Team Members	<p>Includes short biographies and relevant experience of key staff and management personnel. Lists the personnel who would work on this project along with their qualifications and relevant experience. Demonstrates corporate technical capabilities (e.g., mention total staff strength), and specific capabilities and qualifications, experience and credentials of the proposed implementation team. Clearly identifies the role of each proposed team member and illustrates this in an organization chart.</p> <p>Describes bonding process and coverage levels of employees. Affirm that no employees proposed for the engagement have ever been convicted of a felony. Once the team members have been identified, substitutions of team members will only be allowed with the written permission of the Client Representative.</p>
21. Appendix: Other	Other supplementary information at the Vendor's discretion

General Proposal Stipulations

Disclosure of Content

All submissions become the property of the Government of The Commonwealth of The Bahamas and will not be returned to the Vendor. All information submitted with the proposal will be handled with the strictest degree of confidentiality.

If a respondent submits trade secret or commercially sensitive information, the information must be clearly labeled “trade secret” or “commercially sensitive” as appropriate. The Government will maintain the confidentiality of such trade secrets and commercially sensitive information to the extent provided by law.

Financial Statements will be exempt from examination by anyone other than legally authorized Government employees. The Government will maintain the confidentiality of such financial statements to the extent provided by law.

Respondent’s Responsibility with Regard to Proposal

The respondent, by submitting a proposal represents that:

- The respondent has read and understood the RFP in its entirety and the proposal is made in accordance with the provisions of the RFP.
- The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Government of The Commonwealth of The Bahamas
- Before submitting a proposal, each respondent shall make all investigations and examinations as it deems necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the Government upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

Waiver of Minor Irregularities

The Government of The Commonwealth of The Bahamas reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the Government. Minor irregularities are defined as those that have no adverse effect on the Government’s best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

Incurred Expenses

This RFP does not commit the Government to award a contract. Nor shall the Government be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

Presentations and Demonstrations by Respondents

In Stage One of the procurements, the Government, at its sole discretion, may invite individual respondents to make presentations without charge to the Government. The purpose of such presentations is to clarify or elaborate on the proposal. These are fact finding and explanation sessions only and do not include negotiation. The response to the RFP must be complete in all respects, as presentations MAY or MAY NOT be scheduled. All costs incurred by the Vendor to conduct the presentation are the responsibility of the Vendor. It is not mandatory that a Vendor provide a presentation if invited to do so. Additionally, any requests for clarification, if required, will be issued in writing and written responses from the Vendor will become an integral part of the Vendor's response.

By submitting a proposal, the Vendor certifies that the specified product/equipment/service is in productive use and is capable of being demonstrated in a real time context. Short-listed Vendors selected to proceed to Stage Two will therefore be invited to demonstrate the functionality of the proposed product/solution to the Government's satisfaction prior to making an award decision. The demonstration is intended to show that the Vendor's proposed products/solutions will perform in a completely satisfactory manner, and that they will meet or exceed the performance requirements contained in the RFP. Vendors are strongly encouraged to respond to the requests for demonstration as they will be evaluated and influence the final selection decision.

General Personnel Responsibilities

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all governmental and local requirements related to their employment and position. The respondent shall certify that it does not, and will not, during the performance of the contract employ immigrant or illegal alien workers or otherwise violate any **Immigration Regulations** set forth by the provisions of the **Immigration Act of 1986, as amended**.

During the performance of the contract, the respondent agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age,

handicap or national origin. The respondent shall include this non-discriminatory provision in every contract it may execute to ensure that the provisions will be binding upon each respondent's subcontractor and/or suppliers. The respondent and any of its subcontractors or suppliers shall pay all employees resident and working on this contract in The Bahamas not less than minimum wage specified in the **Fair Labor Standards Act** as amended.

Any information concerning the Government of The Commonwealth of The Bahamas, its products, services, personnel, policies or any other aspect of its business, unless it is deemed public information, learned by the respondent or by personnel furnished by the respondent in the course of providing services pursuant to the Contract, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent without the prior written consent of the Government.

VI. ASSESSMENT CRITERIA AND PROCESS

VI ASSESSMENT CRITERIA AND PROCESS

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ASSESSMENT PROCESS OVERVIEW

All Proposals submitted in accordance with the requirements of the RFP package, together with the Proposal Form and the necessary Proposal Security will be reviewed by the Client to ensure conformity to minimum requirements.

The **Assessment Committee** will be composed of members of the Government of The Bahamas nominally including, but not limited to, representatives from the Ministry of Finance, the Ministry of

National Security, Bahamas Department of Correctional Services and the Royal Bahamas Police Force. The Client reserves the right to add, delete, and/or change members of the Committee. The Assessment Committee will assess the technical, cost, schedule and functional merits of the proposal. The Assessment Committee will also receive input and advice from such advisors and subject matter experts as it considers appropriate.

The procurement will proceed in two stages. In **Stage One**, respondents will provide their responses to the RFP in accordance with the requirements stipulated in the RFP. The Assessment Committee will undertake an evaluation of the responses received and a short-list will be prepared of those Vendors invited to proceed to the next Stage. In **Stage Two**, the short-listed Vendors will be invited to provide a real time demonstration of their solution. The Assessment Committee will then select the solution which best meets the scope/functionality, schedule, cost and quality objectives as indicated in this RFP.

The recommendation of the Assessment Committee will be provided to the **Tenders Board**, which will have final approval authority and responsibility for the actual selection of the preferred Vendor; that is, the Vendor with whom the Client will enter into negotiations for the purpose of finalizing and executing the Contract. The Tenders Board may be advised by such other bodies and parties, whether within or outside of the Bahamian Public Service, as it may deem to be advisable and appropriate.

STAGE ONE ASSESSMENT

General

The following selection criteria will be utilized by the Assessment Committee to determine their rankings for the proposals. The Assessment Committee members will weigh each criterion in accordance with the values assigned and will consistently use such weighting and criteria in the evaluation of each proposal. The Assessment Committee's score for each criterion will be multiplied by the weight assigned to that criterion, and the total score will be used to determine the ranking for the proposals. The Assessment Committee will then decide, as a group, to recommend (or not) the highest scoring proposal to be short-listed to proceed to the demonstration stage.

The Client reserves the right to terminate further consideration of any proposal should, in the Client's sole opinion, the proposal fail to meet any one of the criteria or otherwise fail, in a substantial manner, to meet any of the provisions, requirements or standards contained in Chapter V, *Guidelines for Proposal Preparation*.

Minimum / Mandatory Requirements

The following Minimum Requirements are mandatory. Failure of any proposal to meet any one of these mandatory requirements will result in the proposal being rejected and returned to the respondent. For ease of reference the RFP page number is indicated following each mandatory requirement:

- Confirmation of Intent to Submit on time (pages 74- timelines, 7 and Appendix 'A')
- Proposal Form (pages 75, and Appendix 'B')
- Transmittal Letter (page 36)
- Financial Certificates (page 17)
- Proposal to the correct location (pages 10 & 11)
- Proposal on time (page 11)
- Four (4) copies of the proposal page 11

Note page numbers will change

Rated Requirements

A description of the rated requirements, the weighted value of each criterion and the point value of each of the component factors appear on the following pages.

Business Proposal Weight 20%

Factor	Maximum Points 100	Assigned Points
Class 'A' (substantive) estimate of the <u>basic</u> functionality to be provided by the Vendor's COTS solution	10	
Class 'C' (indicative) cost estimate for the <u>full</u> implementation of the Vendor's COTS solution	20	
Class 'A' (substantive) estimate for each incremental saleable increase in the functionality of the Vendor's COTS solution	10	
Class 'C' (indicative) estimate of designing and developing any functionality defined in the COTS that is not contained in the Vendor's COTS solution	20	
Class 'A' (substantive') estimate for the provision of system support and maintenance services on an annual basis following system implementation	10	
Estimated maximum number of person days required to install the solution for full functionality. This is not be confused with the overall design and implementation effort, the estimates of which are solicited for elsewhere in this RFP.	10	
Demonstrated financial capacity of the Vendor's team	10	
Value engineering proposals	10	

Technical Proposal

Weight - 30 %

Factor	Maximum Points 170	Assigned Points
Schematic Drawing: Identify all servers, desktops, and the software required for each. Take into consideration the volume of various categories of users and transaction as provided. Include at least one remote or regional site configuration framework. Identify all components of the architecture, including network components. Include capacity requirements for each specified product.	10	
Web-based? Any other software required to be resident on the workstation except for a web browser	05	
Mobile Computing Capability: Ability to accept a break in network connection and store work for seamless transmission automatically when the application senses the network connection is restored.	10	
Reporting Capabilities: <ul style="list-style-type: none">▪ Variety of canned reports▪ Parameterized reports▪ Reports for transactional users vs. executive and management reporting▪ Capabilities to develop/program customize reports based on client needs▪ Availability of reports on-demand vs. those requiring background processing and/or overnight processing. Are reporting requests against the production database in real-time or is a reporting image of the production database used for reporting requests. Identify the frequency and means by which the reporting image of the production database is refreshed from the live production database▪ Identify how the application's security architecture works with the application reports to limit access to sensitive information▪ Identify the output(s) available for the reports i.e. HTML, Text, Rich Text, PDF Acrobat file, other (specify)▪ Identify by what means reports can be distributed: i.e. by hardcopy off the printer; by email, by software component, other (specify).	20	

<p>Development Language(s) and/or Tools: Is the language an in-house proprietary language or is the language third party or open source technology. Clearly stipulate what technology has been acquired versus developed in-house.</p> <p>Preference will be given to a COTS solution with as great a fit as possible 'out of the box' with the minimal need for companion third-party software, i.e., meets the T of R as a completely integrated solution with no customization or custom integration.</p>	20	
<p>Security: Are user accounts and/or security privileges managed centrally or is security management decentralized, i.e., through a delegating approach.</p>	20	
<p>Customization and Integration: Ease of building and/or integrating customizations with the off-the-shelf version of the application. Potential to access technical design documentation on the software, and/or source code, if required, for customization and/or integration with other solutions</p>	20	
<p>Phasing and Scalability:</p> <ul style="list-style-type: none"> ▪ Possibility of phased implementation ▪ Scalability of the solution in terms of functionality ▪ Scalability of the solution also in terms of capacity ▪ Identification of the maximum number of potentials named and concurrent users, and the maximum number of offenders manageable, based on the proposed and identified hardware servers, architecture, and network capacity ▪ Description of hardware and/or software components that would need to be upgraded and/or replaced should such capacity be exceeded 	10	
<p>Operating and Networking Environments:</p> <ul style="list-style-type: none"> ▪ Identification that all application licensing (server, workstation) is to include all third-party licensing (i.e. of third-party database, or run- time modules of third-party software, etc.) ▪ Capability, if any, of the application to integrate with a common directory service in order to support an enterprise security framework and/or enable single log-on for application users 	10	

<p>Desktop Configuration:</p> <ul style="list-style-type: none"> Vendor's recommended minimum configuration that would still effectively provide response times of 2-3 seconds based on the technical information of the Government of Bahamas existing infrastructure (e.g. desktop, network, server) as described in this proposal. 	05	
<p>Recommended Server Configuration:</p> <ul style="list-style-type: none"> No. of and type of processors Memory Requirement Disk Storage Requirement Networking Requirement (including minimum bandwidth requirement) including connectivity requirement between database, application and web servers and from each server to the workstation (should these reside on separate hardware) 	10	
<ul style="list-style-type: none"> Expected percentage of average and peak utilization for each of the requirements given the volumetric information provided in this proposal; for example, "based on the specified server, we envision that 50% of CPU resources will be utilized on average, with a peak of 90% during high-traffic periods" <ul style="list-style-type: none"> Capability of recommended configuration to provide response times of 2-3 seconds based on the technical information of the Government of Bahamas existing infrastructure (e.g. desktop, network, server) and the volumetric information of the database and user constituents, as described in this proposal NOTE: The Government of The Bahamas currently uses IBM servers as a standard and preference will be given to vendors who can specify IBM server configurations. 	10	
<p>Frequency of release of minor software updates (e.g. patches, fixes), and process for releasing and implementing these. Identification of typical effort required to implement them.</p>	10	
<p>Frequency of significant releases upgrading the proposed software. Identification of minimum amount of time commonly offered to clients to upgrade – measured from the time a new release is first made available (e.g. every 24 months). Identify the process for releasing and implementing significant upgrades and the typical effort required to implement them.</p>	10	

NOTES:

Management of the Work **Weight 20%**

Factor	Maximum Points 130	Assigned Points
Project Schedule (including allocation of resources)	20	
Risk management plan	20	
Quality control program (i.e., integration into method of work)	20	
Reporting structure (i.e., progress, risk and quality control reporting to the Client)	10	
Work is structured so as to ensure minimum disruption to the on-going provision of services to BDOCS Clientele.	20	
Availability of expert implementation consultants (in-house and/or third- party (specify third-party if applicable)). Experience of consulting staff in implementing a similar production application and in interfacing with other systems i.e. a production financial implementation	10	
Availability and quality of maintenance and support plans, e.g., 24/7 direct access to personnel (The Bahamas has stipulated that the Vendor must provide a response of no greater than two hours in the event of a serious application problem, e.g., system outage, business unit unable to process work, etc.)	20	
Industry recognized quality programs implemented by the Vendor, e.g., ISO, CMM SEI, Baldrige, other (specify)	10	

Notes:

Collaborative Working Arrangements**Weight - 20 %**

Factor	Maximum Points 100	Assigned Points
Responsiveness to the definition and understanding of the nature of the relationship to be established between the Vendor and the Client	10	
Proposed working/organizational structure for the delivery of the Work	10	
Proposed working/organizational structure for the delivery of the life-cycle service support components	10	
Proposed communications protocol to be established between the Vendor and the Client	10	
Problem solving and dispute resolution culture within the Vendor's organization	20	
Responsiveness, flexibility, focus on quality, commitment to Client satisfaction, long term strategy and planning	20	
Identification and description of training options provided, (may include but not limited to the following: <ul style="list-style-type: none">▪ Canned "out of the box" course(s)▪ Tailored Training▪ A focused Training curriculum by user category▪ Computer-Based Training▪ Classroom versus Long-Distance Training▪ In-house versus third-party training (third party to be identified if applicable)	20	

NOTES:

Quality of the Proposal **Weight - 10 %**

Factor	Maximum Points 100	Assigned Points
Understanding of the Client's objectives as to functionality, scalability, flexibility, socio-economic benefits, and security	20	
Overall presentation, comprehensiveness and clarity of proposal	20	
Accomplishment of socio-economic objective to facilitate the transfer of knowledge, skills and expertise to Bahamians while increasing employment opportunities	20	
Understanding and appreciation of local requirements, constraints, and work culture	10	
Number of support staff currently available in the region (Note: if Vendor is committing to have support staff available in the region, must be specific as to the former vs. or the latter). Definition of what this region covers i.e. south-east US, Caribbean, etc. Percentage of support staff who are local.	10	
Availability of support in the marketplace, i.e., number of service providers with product experience and accreditation. Or, does the support have to come mostly from just the Vendor's service organization itself?	10	
Other commentary and proposals as may be brought forward by the Vendor with respect to other options or factors which could impact the project	10	

NOTES:

STAGE TWO ASSESSMENT

General

The Government of The Commonwealth of The Bahamas emphasizes its need for consistent, integrated information that is presented in a professional manner. The information technology environment is expected to deliver products that enhance this role through graphical presentation capabilities as much as through the provision of relevant information. The Government also has varied requirements for delivering information to its management team, employees, service delivery partners and agents.

In order to provide consistent information to its users, the Government requires a solution that can be implemented on an enterprise basis with minimal impact to the desktop and which involves minimal training. Although information views are predefined, solutions must be flexible so that users can determine selection criteria, specify summary levels and select values to be summarized within the context of the predefined views. The recipients of this solution type are defined as Executives and End- Users (as described in the table below). A subset of this group may need to create simple reports that are not covered in the predefined views.

In some cases, additional information is either manually added, has its source in other departmental systems and spreadsheets, or is obtained from external organizations. Remote access requirements pertain to these scenarios. These workgroups may be located across the country, on other Family Islands or within a building. In all situations, the Government's systems must not only provide required information to end-users but must also be responsive to the users' changing needs for information.

Proof of Proposal

Following the bid evaluation, the short-listed Vendor(s) will be requested to demonstrate that their products meet the criteria as stated in the RFP. Demonstration and testing will be conducted in Nassau, The Bahamas.

Stage Two Process

- 1) Short-listed Vendors will be selected based on complying with all Stage One Assessment criteria and their score on the rated requirements. Short-listed Vendors will be considered the finalists and remaining Vendors will generally not be considered further past this point.
- 2) Short-listed Vendors will be notified and will be expected to install and setup their product in facilities in Nassau, The Bahamas. Each Vendor will be given 3 days to install their products. Product installations are expected to begin within a week after the short-listed Vendors are selected and Vendors will be contacted to confirm the date, they should begin installing their products. The Vendors will be informed of any change in dates.
- 3) Short-listed Vendors will be expected to deliver a product demonstration not to exceed 4 hours. Facilities may be provided by the Government or by the Vendor's Bahamian partner, if such exists, for delivery of these demonstrations.

- 4) The Vendor must be available to complete the proof of proposal and answer questions. As the Client team runs through the testing of the Vendor's product, it will record any features and functionality that the Vendor has indicated its solution contains but that cannot be demonstrated in the demonstration/test environment.
- 5) The proof of proposal demonstrations is to take place in Nassau, The Bahamas on platforms consistent with those described in the RFP.

RETURN OF PROPOSAL SECURITY

Proposal Security (i.e., the Letter of Credit), provided by the selected Vendor, will be returned within fifteen (15) calendar days of the execution of the Contract between the selected Vendor and the Client.

BEST VALUE

Should the Client decide to proceed to the award and execution of the Contract with a specific Vendor, the Client's decision to do so shall be based on the best value in conjunction with the criteria laid out in the RFP Package. The award of the Contract will be made to the Vendor whose proposal is deemed, in the sole opinion of the Client, to be most advantageous to the Government and People of The Bahamas, cost and all other factors as the Client may consider appropriate being considered. Although cost will be evaluated, the Client reserves the right to award to other than the lowest-cost proposal.

VII. OPERATING ENVIRONMENT

VII OPERATING ENVIRONMENT

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CONTEXT



BAHAMAS OVERVIEW

The Bahamas extends 760 miles from the coast of Florida on the north-west almost to Haiti on the south- east. The group consists of 700 islands and 2,400 cays with an area of 5,358 sq. miles (13,878 sq. km.). Thirty of the islands are inhabited.

The population of The Bahamas totals approximately 353,658. About 70% of the total population lives on the island of New Providence with 14% of the population living on Grand Bahama. The remaining islands are sparsely populated with the most developed being Abaco, Andros, Eleuthera, Bimini and the Exumas.

A key objective of the project is to provide a socio-economic benefit for The Bahamas. That objective is to require the eventual vendor/implementer to either establish a presence in The Bahamas or to partner with an existing firm already established here. The idea is to facilitate the transfer of knowledge, skill and expertise to Bahamians while increasing employment opportunities. In addition, an on-site presence will be necessary to satisfy the service, technical support, operation, and maintenance requirements of the system.

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TABLE OF REQUIREMENTS

The following are considered to be the minimum requirements to provide the Electronic Monitoring Solution. The Bidder shall confirm compliance on each category by marking “yes” for each item of each component. In addition, an item by item response (Use separate sheet for item by item response), in sequential order, is required for each number in each section. Items/criteria listed in bold shall be addressed in the response. All of these standards shall be taken into consideration during the 48-hour testing process.

SECTION 1 A – SECTION 1 ONE PIECE SYSTEM (USE THIS CHART FOR 1 PIECE SYSTEMS (i.e. GPS tracking unit is affixed to the offender's ankle)

No.	Specifications	Compliant	
		No	Yes
1	<i>The unit must be FCC certified, lightweight, and pose no safety hazard to the offender or others. Provide FCC ID number, weight of unit, warranty information. (Attach Manufacturer specification sheets and/or color sheets)</i>		
2	<i>The tracking unit must function reliably under normal environmental and atmospheric conditions. (Provide test data).</i>		
3	<i>The tracking unit must not pose a safety hazard to the offender or Others (Provide warranty/indemnity information).</i>		
4	<i>The GPS tracking unit must either: 1) Incorporate a radio frequency receiver and receive RF signals from an offender 2) Attach to the offender as a bracelet (i.e. "one-piece system").</i>		
5	<i>The unit must transmit data, including offender's monitoring status and GPS tracking points, via wireless networks to a central host system operated by the vendor</i>		
6	<i>The GPS tracking unit must have the ability to roam on other networks other than those of the primary wireless provider to include offers both compatible with either GSM or CDMA 3G technology or better. This ability must be built into the unit and must not require "swapping out" of components or SIM cards.</i>		
7	<i>After department personnel have used the web-based software to establish schedule and zone (inclusion and exclusion) parameters, the software shall have a system to verify and record compliance and violations in a timely and reliable manner. Please describe how your proposed system would accomplish this.</i>		
8	<i>The tracking unit must include an internal clock and must date/time stamp all recorded events.</i>		

9	<p><i>When the GPS tracking unit recognizes that a violation has occurred, the unit must log the violation on board and initiate a data transfer with the central host system, regardless of the next preset “call-in” time. The central host system/vendor must immediately notify the Monitoring Center and/or other identified persons (e.g. victims, officers, law enforcement) of the violation. Provide information and sample data re: elapsed time between violation and notifications(s).</i></p>		
10	<p><i>The unit must automatically identify and send key event/alert notifications and general information to the central host system pertaining to the activities of the offender, the unit, and the transmitter as follows: Master Tamper, Strap, Exclusion – Stay away orders, Inclusion – curfew, Low batteries, Dead batteries, Removal of batteries, open case, Communicate gap, No GPS, Shielding & jamming alerts, record a violation if/when the unit’s case is opened and notifies the central host system of such violations.</i></p>	.	
11	<p><i>Violation Notification to the department shall occur in near real time. Please describe how system would accomplish this.</i></p>		
12	<p><i>The system must have the ability for authorized personnel on demand to be informed of the location of the unit. Authorized personnel must be able to utilize this feature by placing a “location request” through the web-based GPS tracking software. This feature must provide up to date, on demand tracking, mapping, and location data.</i></p>		
13	<p><i>Departmental personnel must be able to send an alert to the offender through the GPS unit.</i></p>		
14	<p><i>The GPS tracking unit must have the capacity to notify the offender of instances of non-compliance. The unit must be able to notify the offender of such instances even in the absence of communications with the central host system.</i></p>		

No.	Specifications	Compliant	
		No	Yes
15	<i>The GPS tracking unit must be able to alert an alarm when the device is tampered and if the offender violates exclusion zones.</i>		
16	<i>The unit must have the ability to continue to record and store monitoring data in the event of a communications disruption with the central host system. Indicate data storage time lengths.</i>		
17	<i>The unit must have the ability to store all monitoring data in the event of an extended power failure. Once communication and power are restored, the unit must transmit all data to central host system. Indicate time limits and provisions for backup.</i>		
18	<i>The GPS tracking unit must incorporate a system that can detect motion in the absence of both GPS and cellular availability. The unit must log whether or not the unit is in motion. Bidder must describe the motion detection system incorporated.</i>		
19	<i>The unit must have the capability to record a violation if/when the unit has simultaneously been in motion and has not received GPS signals for a predetermined amount of time. The unit must be able to notify the central host system of such violations during the next data transfer.</i>		
20	<i>If the GPS tracking unit "docks" in a charging system, the GPS tracking unit must record the time/date of every insertion into the base and every removal from the base. The tracking unit's ability to detect motion shall remain active while unit is docked.</i>		
21	<i>The unit must record and store GPS tracking points with corresponding time/date stamps multiple times per minute, regardless of violation status.</i>		
22	<i>The unit must have a battery life exceeding 48 hours between charges.</i>		

No.	Specifications	Compliant	
		No	Yes
23	<i>The unit must be manufactured in an ISO 9001 certified facility to ensure quality control or have a quality control system in place. Indicate quality control system.</i>		
24	<i>The unit must be legally patented and in compliance with U.S. patent laws.</i>		
25	<i>The unit must have a 95% accuracy rate within 15 meters ranges</i>		
26	<i>The unit must have the ability for remote programming with multiple zones</i>		
27	<i>The unit must be water resistant. Provide a minimum depth of 50 meters of water resistance.</i>		
28	<i>The unit must have batteries which are easily charged or permanently sealed within the device and can be recharged using a standard power source. Charging system must be lightweight and accommodate 110V (domestic) and 220V (international) power supplies. Charging system must include a light to indicate whether the GPS tracking unit is charging or has a full charge. A fully charged Battery must have a minimum life of 48 hours. The unit must have alternate power supply for recharging the battery (i.e. Solar, device car charger etc.)</i>		
29	<i>The Unit must be able to quickly be remove because a person's extremities can swell due to medical conditions and/or injury, it is important to consider how a body attached device can be removed in the event of an emergency. Paramedics arriving at the scene of an incident will not have at their disposal the specialized tools that offender tracking equipment manufacturers provide to customers. If medical professionals cannot quickly remove a body attached device from an extremity that is swelling, a resulting loss of circulation can potentially result in serious medical complications. This could also result in the government and vendor being exposed to legal liability. Explain your emergency removal practice.</i>		

No.	Specifications	Compliant	
		No	Yes
1	<i>The transmitter must emit a signal or location at a frequency which is not commercially interruptible at least once every 30 seconds.</i>		
2	<i>The vendor must provide an FCC certified transmitter in the form of a lightweight, water resistant ankle bracelet. Provide FCC number, weight, and depth of water resistance.</i>		
3	<i>The transmitter signal range must be no greater than 300 feet under normal household conditions with a typical range of 75 to 150 feet.</i>		
4	<i>The transmitter must emit a signal or a location at a frequency above 900 MHz at least once every 30 seconds.</i>		
5	<i>The transmitter signal content must identify the offender, the transmitter battery status, and tamper/removal status.</i>		
6	<i>The GPS tracking unit must report proximity violations (tracking unit not receiving transmitter signal) to the Monitoring Center</i>		
7	<i>The transmitter must recognize the unauthorized severing of the strap. Please indicate how your system works.</i>		
8	<i>The transmitter must have dual tamper detection utilizing electronic and fiber optic tamper mechanisms.</i>		
9	<i>Once the transmitter detects a strap tamper violation it must send a unique "tamper" signal to the monitoring unit.</i>		
10	<i>The transmitter signal must be encrypted to discourage duplication.</i>		
11	<i>The transmitter must be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.</i>		
12	<i>Transmitter straps must be adjustable to fit any size offender</i>		
13	<i>The transmitter must be shock resistant and function reliably under normal atmospheric and environmental conditions; it must not pose a safety hazard or unduly restrict the activities of the offender. (Provide warranty and/or indemnity information).</i>		

No.	Specifications	Compliant	
		No	Yes
14	<i>The transmitter must have adequate internal power without need for recharging or replacement. Indicate internal power time frames.</i>		
15	<i>The transmitter must have a battery shelf life of at least two years.</i>		
16	<i>The transmitter must emit a low power signal 3 to 5 days prior to battery depletion, to indicate that the transmitter should be replaced.</i>		
17	<i>The vendor must provide replacement transmitters.</i>		
18	<i>Transmitter must be easily replaced in the field.</i>		
19	<i>Once the transmitter detects a shielding tamper violation it must send a unique “shielding tamper” signal to the monitoring unit.</i>		

SECTION 1 – D. SOFTWARE REQUIREMENTS

No.	Specifications	Compliant	
		No	Yes
1	<i>The vendor must provide a web-based software application that provides authorized personnel with access to the vendor’s central host system.</i>		
2	<i>The application must be accessible by users through a standard web browser interface utilizing standard HTTPS protocol through a high-speed internet connection.</i>		
3	<i>The application must utilize security protocols that will prevent unauthorized access to the database and the offender information contained therein and an auto-lock features that force a software program to lock after a period of inactivity. The Bidder shall describe how the proposed system would accomplish this.</i>		
4	<i>The application must not require installation on user’s computers.</i>		
5	<i>This application must be the single point for the user to setup and access information relative to GPS.</i>		

No.	Specifications	Compliant	
		No	Yes
6	<i>The application must allow authorized personnel to view information about the offender, including but not limited to personal information, current electronic monitoring data, violation statuses, analysis data, notification settings, and reports. Indicate any additional viewing data.</i>		
7	<i>The application must be supported by a free Mobile app, to allow authorized users to manage their caseloads through their smart phone if their laptop or tablet is not handy. They can enroll and un-enroll enrollees, assign/un-assign and install/remove equipment, confirm and close events, add a photo(s) of the enrollee, as well as add narrative notes about an event or the enrollee without calling the vendor monitoring center.</i>		
8	<i>The application must allow authorized personnel to create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individual offenders or groups of offenders.</i>		
9	<i>Authorized personnel must be able to use the application to determine which violations/events must trigger notifications and by what means the notifications must be sent to department personnel.</i>		
10	<i>The application must allow notifications to be sent to authorized personnel via email, text message/page, and facsimile. Provide examples of capability.</i>		
11	<i>The application must allow the authorized personnel to enter information to initiate multiple alert notifications (e.g. victims, officers, law enforcement) for specified key events or noncompliance with monitoring parameters</i>		
12	<i>The application must allow authorized personnel access to multiple online reports regarding inventory, offender status, and violations.</i>		
13	<i>The application must allow authorized personnel to filter report results by violation/ event.</i>		
14	<i>Authorized personnel must be able to use the application to create, edit, and apply inclusion zones (areas in which the offender must be) and exclusion zones (areas in which offenders are not permitted to be).</i>		
15	<i>Authorized personnel must be able to create schedules for offenders and apply zones to these schedules.</i>		

No.	Specifications	Compliant	
		No	Yes
16	<p><i>Application must have the ability to display statuses and histories of, at a minimum, the following violations:</i></p> <ul style="list-style-type: none"> a) Master tamper and Strap tamper b) Inclusion zone violation c) Exclusion zone violation d) GPS tracking unit in motion with no GPS e) GPS tracking unit case tamper f) Battery levels/charging history including low & dead battery g) Communication gaps h) Shielding & Jamming alerts 		
17	<i>The application must enable authorized personnel to find up-to-date location and monitoring information for any offender. This “location request” function must display offender location within two minutes of request unless wireless coverage is unavailable.</i>		
18	<i>The application must display location of the offender on an interactive map containing recognizable state, county, municipality, island, settlement and street names.</i>		
19	<i>The application must display every GPS point recorded by field units. As an example, if the tracking unit records six GPS points per minute, the application must display all six points on the tracking map rather than omitting some of the points.</i>		
20	<i>The application must allow authorized personnel, when viewing GPS tracking maps, to easily zoom in and out by dragging the mouse to designate an area and clicking.</i>		
21	<i>The application must allow authorized personnel, when viewing GPS tracking maps, to “rewind” and “fast forward” through the GPS tracking points.</i>		
22	<i>The application must allow the authorized personnel to easily view the actual speed of the offender at each recorded tracking point.</i>		
23	<i>The application must allow the authorized personnel, when viewing GPS tracking maps, to easily determine the approximate address of any tracking point.</i>		
24	<i>The application must be able to integrate Geographic Information from multiple sources i.e. ShotSpotter, Mass Notification System- Marco’s Alert or Datasets housed by other governmental agencies</i>		

SECTION 1 – E. TRAINING

No.	Specifications	Compliant	
		No	Yes
1	<i>Bidder must provide a minimum of at least one and up to four initial group training sessions for authorized staff members concerning the operation and installation of the monitoring equipment and systems specified under this contract. This training will take place in a location specified by the government. The training will include written instructions concerning use of the monitoring system and equipment. Please provide detailed information on training length and policies.</i>		
2	<i>The Bidder will provide additional training as needed, when requested by the government. The government will limit such additional training sessions to those situations where the training is required to properly implement and operate the monitoring program.</i>		
3	<i>The Bidder must provide written instructions/users guides enabling authorized personnel to install and service all equipment provided.</i>		

SECTION 1 – F. ON GOING SUPPORT

No.	Specifications	Compliant	
		No	Yes
1	<i>The Bidder shall appoint a project manager who will also act as contact and liaison for the program. The project manager will schedule on site visits with the program to review monitoring performance and to make any needed changes.</i>		
2	<i>The Bidder support personnel must be available via toll free telephone number to the program at all (24/7) times. Support personnel must be awake, rather than on call, and must not be subcontracted. Bidder support personnel shall have the ability to complete offender enrollments, adjust monitoring parameters, complete offender removals, and assist authorized staff with technical problems for all monitoring systems via telephone.</i>		

SECTION 1 – G. MAINTENANCE AND SUPPORT

No.	Specifications	Compliant	
		No	Yes
1	<i>The Bidder shall provide maintenance of the equipment for the length of the contract at no additional cost. The Bidder shall maintain the equipment and spares in good operating condition and arrange for repair or replacement of equipment within 24 to 36 hours. Describe your repair and replacement policies.</i>		

SECTION 1 – H. INVENTORY

No.	Specifications	Compliant	
		No	Yes
1	<i>The Bidder shall provide additional non-active equipment for the program's inventory at approximately 20% of the active inventory. As the inventory is depleted, additional inventory must arrive within 24 hours of a request by the Vendor. The vendor shall not be liable for replacement of lost, stolen, absconded, damaged or improperly removed equipment, but the Contractor will assist in the return of all equipment. Submission of applicable protocol is required.</i>		

SECTION 1 – I. CENTRAL HOST SYSTEM

	Specifications	Compliant	
		No	Yes
1	<i>The central host system, the repository of all the monitoring data received from the field units, shall be protected from a system failure and the loss of data by the presence of a real time redundant data protection system. All host system components must be 100% redundant. Specifically, the system shall be in constant contact with a redundant system. Both systems shall be configured to maintain the same data so that in the event of a system failure, the redundant system will seamlessly continue all monitoring functions. The vendor must also maintain a third-tier failsafe system, at least 10 miles away from primary and secondary systems, which can be used in the case of primary and secondary system failure. Vendor must describe steps taken and equipment used to provide redundancy and ensure data preservation.</i>		
2	<i>The central host system must have the ability to continue monitoring operations indefinitely in the event of an AC power loss.</i>		
3	<i>The central host system must send and receive information to and from the GPS tracking units utilizing cellular phone service/signal technology.</i>		
4	<i>Successful vendor needs to provide a disaster recovery plan</i>		
5	<i>Must provide a standard operational procedure</i>		
6	<i>Bidder shall provide secured means to integrate raw data of the EMP in real or near-real time exchange with law enforcement partners. Submission of applicable protocol is required.</i>		

SECTION 1 – J. Transportation/Support

No.	Specifications	Compliant	
		No	Yes
1	The Bidder submitting to this RFP must include in their proposal a vehicle to be used solely by the police for all matters relating to electronic monitoring.		
2	While the vehicle is operated by police the bidder will have full responsibility for the upkeep of the said vehicle i.e. maintenance licensing, gas and yearly upkeep.		

APPENDICES

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Appendix B: Proposal Form

PROJECT TITLE: The Government of The Commonwealth of The Bahamas, Ministry of National Security, Electronic Monitoring Solution

LEGAL NAME OF VENDOR/IMPLEMENTER:

STREET ADDRESS: _____ **MAILING ADDRESS:** _____

TELEPHONE NUMBERS:

FAX NUMBERS:

E-M _____ **AIL ADDRESS:** _____

CERTIFICATION: The provisions of this proposal shall remain open, valid and binding upon the Vendor for a period of not less than ninety (90) days from the date of its receipt by the Government of The Bahamas.

DECLARATION: I, the undersigned, being a principal of the Vendor and fully authorized to act on the Vendor's behalf, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

Name (print): _____ **Capacity:** _____

Signature: _____ **Date:** _____

Telephone number: _____

Appendix C: System Start-Up and Commissioning

Purpose

System Start-Up and System Commissioning describes the qualitative techniques to be employed and provides an overview of systems management areas of concern which must be recognized and successfully addressed within the design solutions upon initial start-up of the Electronic Monitoring System as well as any subsequent elements of the system.

It ensures that installation, pre-start-up and start-up procedures are employed and certified for components, sub-systems, and following system elements (if any), including documentation for the maintenance of all systems.

Overview

The term system start-up and commissioning are used to describe the activities aimed at effectively, efficiently and smoothly bringing the new system to an operational mode with minimal disruption to the on-going work and services provided by contractor. The key elements of system start- up and commissioning are:

- Defining the operational and performance requirements;
- Verifying performances to ensure that the final product meets the specified requirements;
- Documenting the operations and maintenance requirements, and transferring the completed system to the end users; and
- Providing comprehensive training to operators and staff, including the use of hard copy and audio-visual techniques.

Vendor's Responsibilities

The Vendor will be responsible for ensuring that the system is fully commissioned in order to ascertain that it meets the design intent and the users are provided with the functionality required in a robust and reliable fully operating system. The Vendor is responsible for planning, monitoring and reporting on the progress of system start-up and commissioning work, selecting specialized consultants as/if required, and preparing a final report on the system start-up and commissioning process.

Deliverables

The Vendor is responsible for:

- The production of a draft system start-up and commissioning plan;
- The production of system start-up and commissioning requirements, management of system start-up and commissioning activities, review of certified reports and preparation of the Systems Operation Manual in order to transfer the design knowledge to the end user's personnel;

- The production of the Management Manual;
- The production of an O&M budget;
- The production of an Energy budget to be included in the O&M budget;
- The production of the Training Plan. The Vendor will prepare and provide a training program for the operating and maintenance staff of BDOCS. The Vendor will coordinate and confirm the availability of his system start-up and commissioning training personnel at all stages of the training program;
- The production of the final system start-up and commissioning report.

System Operations and Maintenance (O&M)

Systems Operations and Maintenance Manual(s) will be prepared by the Vendor and provided to the Client in hard copy and on CD-ROM disk in MS Word (latest version). The O&M Manuals will provide complete documentation on the operations and maintenance of the Electronic Monitoring System.

Performance Verification (PV)

Various checks and tests will be carried out to determine if the new systems function in accordance with the contract documents. During the implementation stage, the Vendor will define the performance verification (PV) activities, installation checklists and PV report forms and prepare a detailed verification schedule. After the system start-up, PV testing will be performed by the end user and witnessed by the Vendor.

Training

The Vendor will prepare a training plan as part of the system start-up and commissioning plan. The training plan will make provision for the training of end user operators and systems maintenance staff (as applicable). Training may be conducted in a classroom environment with the necessary training material (handouts on components/systems) provided to the trainees. In identified and agreed upon circumstances, training may be provided in the actual work environment.

For any system components supplied by, but not manufactured or developed by, the Vendor, the Vendor shall, except as otherwise specified, arrange for appropriate subject matter experts to meet with the Client's personnel at the Work site to provide basic instructions needed for proper operating and maintenance of the entire Work. The Vendor will provide instructions prepared by the manufacturer's representatives where installers are not expert in the required procedures. These training sessions shall be coordinated by the Vendor for continuity. The Vendor shall provide a full-time trainer/training coordinator for a period of twenty (20) working days before and ten (10) working days after the Date of Substantial Completion. The Client Representative or his designate(s) shall identify in writing to the Vendor the individuals responsible to attend the appropriate training sessions.

The Vendor shall also specifically review, together with the Client Representative or his designate(s), maintenance and system operations in relation to applicable warranties, guarantees, and similar continuing commitments.

Appendix D: Glossary

Accept, Accepted and Acceptance. Accepted by the Client Representative. Acceptance, where used in conjunction with the Client Representative's response to submittals, requests, applications, inquiries, reports and claims by the Vendor, means the Client Representative neither approves nor disapproves said submittal, request, application, inquiry, report or claim but rather that the Client Representative acknowledges receipt and agrees and allows that the Work can proceed. In no case will "accepted" be interpreted as relieving the Vendor from its responsibilities and obligations under the Contract, at law, or under any professional association by which it or its staff are governed or are members.

Approve, Approved and For Approval. Approved by the Client Representative. Approvals, where used in conjunction with the Client Representative's response to submittals, requests, applications, inquiries, reports and claims by the Vendor, and the meaning of term "approved" will be held to limitations of the Client Representative's responsibilities and duties as specified in the Contract. In no case will "approval" by the Client Representative be interpreted as a release of the Vendor from responsibilities to fulfil the requirements of the Contract Documents. More specifically, "approved" does not mean nor should it be construed as relieving the Vendor from its responsibilities and obligations under the Contract, at law, or under any professional association by which it or its staff are governed or are members.

Change Order. Written order authorized by the Client Representative approving/making changes in the Work within the scope of the Contract Documents.

Change Proposal. A written proposal created by the Vendor in which the Vendor offers to add to or subtract from the Scope of Work for a stipulated sum, and/or to modify the Scheduled Date of Substantial Completion and/or the Scheduled Date of Final Completion. If accepted by the Client Representative, subject to the terms and conditions of the Contract documents, the Change Proposal becomes the basis for a Change Order.

Client. The Ministry of National Security, Government of The Commonwealth of The Bahamas.

Client Representative. The officer or employee of the Government of The Bahamas who is so designated by the Government and includes a person or persons specially authorized by him to perform, on his behalf, any of his functions under the contract and who is (are) so designated in writing to the Vendor.

Contract. Means the document(s) containing the Client's and the Vendor's responsibilities and obligations, including, but not limited to, the responsibilities and commitments at law to ensure that necessary action is undertaken on the Work to provide the agreed upon deliverables and the tasks and activities necessary to ensure that all elements of the RFP package are properly assumed and carried out.

The officer-in-charge of Bahamas Department of Correctional Services, the Ministry of National Security or an officer or employee of BDOCS designated by him to perform, on his behalf, any of his functions and/or responsibilities related to the Work.

Date of Completion of the Work. The date when Final Completion and Acceptance occurs.

Date of Substantial Completion. Refers to the date when all portions of the Work are sufficiently complete to enable system start-up.

Directive. Written documentation of the actions of the Client in directing the Vendor.

Estimate, Class 'A' (Substantive). An estimate that is sufficiently accurate and reliable to allow firm commitments to an overall project cost objective and the negotiation of associated and applicable contract terms and conditions. It takes into account all project objectives and deliverables and is based on detailed costing information reflecting the design, development and implementation parameters of the project.

Estimate, Class 'C' (Indicative). An estimate that is sufficiently accurate to enable sound investment decision-making and ranking of options available. It is based on a full description of the project requirements and takes into account other variables such as the future costs factors (e.g., inflation, financial discount rates, exchange rates if applicable, etc.) associated with project phasing and/or long-term operating and support arrangements.

Final Completion and Acceptance. Occurs when the Client has full and unrestricted use and benefit of the system and the Vendor has completed all outstanding items of the Work and Services that were identified as remaining after Substantial Completion and has provided any submittals or documents to the Client required by the Contract Documents for project closeout, the whole to the satisfaction of the Client Representative.

Her Majesty. Refers to Her Majesty in Right of The Bahamas and successors.

Invention. Any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.

Minister. A person acting for or, if the office is vacant, in place of a lawfully appointed Minister of the Government of The Bahamas and the Minister's successors in the office, and the Minister's lawful Deputy, and any of the Ministers or their representatives specifically appointed for the purpose of the Contract.

Notice. A written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail to the last business address known to the party giving notice.

Project. The sum total of the activities undertaken to produce the final product of the total design and implementation (the Work) providing the full functionality specified in the Contract and for which the Vendor binds itself under the Contract, including all professional design services and all labor, materials and equipment used or incorporated in such design and implementation.

Subcontract. A contract entered into by the Vendor with another party for the purpose of obtaining supplies, materials, equipment, or services of any kind for application to or

incorporation in the project.

Subcontractor or Supplier. Any person or entity, other than the Vendor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind under a contract or a subcontract entered into in connection with such contract.

Substantial Completion. Generally, occurs upon system start-up when the Client has restricted use and benefit of the new system, both from the operational and services delivery standpoint, but not all elements of the Work and Services have been completed, and de-bugging or correction of repairs remain outstanding.

Technical Documentation refers to such specifications, coding, reports, analyses and studies as may be prepared by the Vendor necessary to the Work and Services and/or as required by the contract documents.

Vendor. The person or entity who enters into a contractual relationship with the Client to perform the Work and provide the services in accordance with the Contract Documents.

Vendor's Employee. Any officer, partner, employee, or agent of the Vendor.

Vendor's Proposal. The executed Proposal Form, including all supporting and supplementary documents submitted with the Proposal Form. Where elements of the proposal exceed the requirements identified in the RFP document package, the Vendor shall provide the more stringent, larger, higher quality, better performing or in any way superior item, material, or other aspect of the Work and Services as specified in the Vendor's proposal.

Vendor's Representative. The officer or employee of the Vendor who is so designated by the Vendor and includes a person specially authorized by him to perform, on his behalf, any of his functions under the contract and is so designated in writing to the Client.

Work (The). "The Work and/or Services" means the all the responsibilities and the obligations under the Contract and associated contract documents, including but not limited to, the design and implementation of the system, complete with all features and improvements required for completion thereto, along with all professional services and all labor, materials, furnishings and equipment necessary and or used or incorporated in the production of the final product in accordance with the Contract and as required or reasonably inferred there from or required by law or custom.