



The Government of the Commonwealth of The Bahamas

Ministry of National Security

And

The Royal Bahamas Police Force (RBPF)

**PROCUREMENT MANAGEMENT PLAN (PMP)
REQUEST FOR QUALIFICATIONS (RFQ)**

FOR

**CLOSED CIRCUIT TELEVISION
Phase One (1)**

[March 2011]

TABLE OF CONTENTS

Part I: Overview	Page 2
Part II: General Terms & Conditions	Page 11
Part III: Requests for Qualifications (RFQ)	Page 27
Part IV: Requests for Detailed Proposals (Limited Distribution)	Page 33
Appendix A: Data Protection Information	Page 34
Appendix B: Glossary	Page 38
Appendix C: RFDP Letter of Transmission	Page 41
Appendix D: RFDP (Response) Proposal Form	Page 42
Appendix E: Assessment Criteria and Process for Scoring RFQ and RFDP Submissions (For Internal Use Only)	Page 43

INCORPORATION OF THE PROVISIONS OF THE PROCUREMENT MANAGEMENT PLAN (PMP) 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, Supplier, Prime Contractor, Contractor, 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. PART ONE: OVERVIEW

A. INTRODUCTION

The Government of The Bahamas is seeking proposals from qualified companies to provide a Closed Circuit Television (CCTV) Solution in order to support The Royal Bahamas Police Force (RBPF) in the prevention, detection and resolution of crime.

The Ministry of National Security is designated as the lead Executive Agency. The Royal Bahamas Police Force (RBPF) is designated as the primary user and operator of the CCTV Solution.

Phase one (1) is the beginning of the implementation of the CCTV Solution on the island of New Providence. This Procurement Management Plan (PMP) outlines the proposed quantities and locations for the implementation of the equipment for Phase 1 of this project only.

The PMP covers the two (2) broad steps that the RBPF will go through to review and select a Vendor:

- A Request for Qualification (RFQ) will be issued seeking responses from suitably qualified and experienced local and international companies. A short list will be developed from the RFQ responses.
- A Request for Detailed Proposals (RFDP) will be issued to shortlisted candidates and a Vendor will be selected based on assessment criteria.

The final scope, performance, equipment types and location, timeline and costs will be determined in a final design phase with a single, nominated and preferred supplier.

It is expected that this project will take into consideration the integration of existing municipal CCTV systems throughout the island of New Providence.

The CCTV Solution will seek to provide real-time surveillance of designated areas/locations, highest quality video images, high-quality evidence suitable for admission into all Courts, integration and compatibility with existing systems as necessary, and will contain and utilize video analytic capabilities that will assist operators in identifying pre-described events, situations, actions and detection of deviant behaviours and/or criminal activities. The system shall have the ability to generate real time reports, including images which are sufficiently clear rendering them admissible as evidence in a Court of Law in The Bahamas. Technical, location and performance requirements will be given to shortlisted candidates at the completion of a Request for Qualifications (RFQ) as detailed below in Part III.

The Royal Bahamas Police Force (RBPF), its designees or contractors, will operate the system at pre-described sites on a continual 24-hour basis and as a result, the vendor must provide access to local, 24-hour technical assistance.

The proposed contract term for the supply and installation of surveillance equipment for Phase 1 is described in this document and will be further detailed in the PMP documents. The selected

vendor will be asked to provide line item costs covering each component, labour rate, mark-up, and transparent sub-contractor costs to be utilized in providing the proposed “turn key system”. Options to buy, lease or operate and transfer will be discussed with the selected Vendor.

The RBPf specifies features and functionalities of the CCTV Solution in Part IV – Request for Detailed Proposals of this Procurement Management Plan. In each case, if the specified feature or function is not available as part of the proposed base solution, an optional, all inclusive, line item price shall be provided by the Respondent for the implementation of each feature or functionality.

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.

B. THE PROCUREMENT MANAGEMENT PLAN (PMP) READING GUIDE

This PMP is designed to step through a number of deliberate and structured activities in order to allow the RBPf to effectively and efficiently review and select high quality designs, proposals and companies. The PMP steps are:

- *Step 1 - PMP RFQ Announcement:*

This is the short public announcement advertising the project and requesting qualified vendors to submit proposals against a Request for Qualifications (RFQ). Upon request companies will receive the following parts of the PMP:

- § PMP Part I – Overview and Introduction: A description of the project objectives and the initial project scope.
- § PMP Part II – General Terms and Conditions: A description of the terms and conditions, fiduciary responsibilities, reporting and high level project management requirements.
- § PMP Part III – Request for Qualifications (RFQ): A description of the desired qualifications, experience and local partnerships that respondents are required to answer.
- § PMP Appendixes A & B only

Vendor responses will then be assessed and scored and shortly thereafter a shortlist of vendors will be selected and invited to participate in Step 2.

- *Step 2 - PMP RFDP Announcement:*

Notification of shortlisted companies that will be receiving:

- § PMP Part IV – Request for Detailed Proposal (RFDP) issued: Shortlisted respondents to provide proposals that meet nominated technical specifications,

functional performance, equipment types and locations, commercial, project management, maintenance and training requirements.

§ PMP Appendixes C & D only.

Vendor responses will then be assessed and scored and shortly thereafter the winning vendor will be notified and start of final design and contract negotiations.

C. NOTIONAL TIMELINES AND MILESTONES

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

RFQ Announcement & Issuance of PMP Parts I, II, III	28 February 2011
Due Date for Receipt of RFQ Responses	21 March 2011
Qualified Vendors notified	31 March 2011
RFDP and Issuance of PMP Part IV	8 April 2011
Project Briefing and Information Session (Nassau)	End of April 2011
Due Date for Receipt of RFDP Responses	6 May 2011
Award, negotiations, final design and execute contract	23 May-15 July 2011
Implementation and Staff Training (to be determined)	Vendor's Milestone
System Start-Up (to be determined)	Vendor's Milestone*
Operation & Maintenance	Vendor's Milestone

***NOTE:** *Subject to receiving a firm schedule proposal from the Vendor, the Ministry expects that the Vendor will require approximately 60 days for final design and to mobilize staff, equipment and components.*

D. PROJECT SCOPE: PHASE ONE

Phase One project scope provides sufficient details to support the RFQ process. Detailed requirements will be issued to shortlisted vendors with the RFDP.

Phase One encompasses the downtown area, ports of entry, courts, historical sites and touristic attractions, various hotspots, and the integration of existing CCTV systems throughout the island of New Providence.

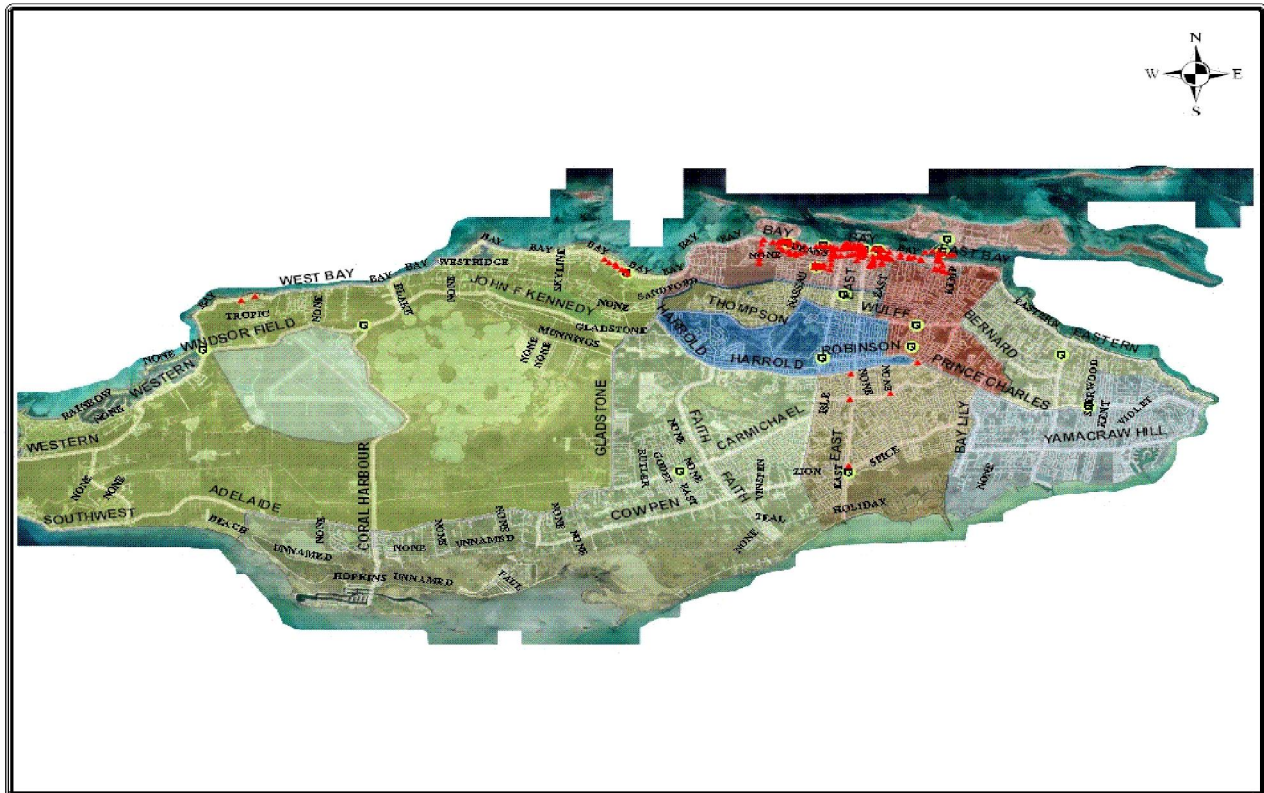


Figure 1: Map of New Providence showing possible camera locations and current CCTV systems to be integrated. Proposed and current cameras indicated by ▲.

Respondents should keep in mind the following (indicative) project scope related information:

- that the island is 21 miles long and 7 miles wide
- that the indicative number of cameras is based on the diagram above
- that the fit-out and furnishing of a appropriate sized command centre will be included in scope; base building and shell will be provided
- that data storage and management site will be provided
- that exterior systems that will need to function in the local prevailing weather and environmental conditions,
- that the RBPF is considering a primarily wireless solution that may incorporate some hardwired cameras as well
- that the CCTV solution will require a state of the art video management system and incorporate video analytics

The types and locations of cameras noted in the diagram above are only to support respondents of Part III (RFQ) with indicative project scale and scope. This may change when the RFDP is issued.

The CCTV Solution shall allow for real-time monitoring by the RBPF by authorized staff at a centralized location (CCTV Command Centre) and other decentralized locations (RBPF Offices, Control Room, Incident Response Centres, Police Vehicles, Hand-Held Devices, etc.) as required. Archiving of all video data must be accomplished at a central location (Police Headquarters). Vendors pricing shall be all inclusive and provided in sufficient line item detail to

provide all project management, procurement, delivery, storage, equipment, hardware, installation materials, software, licensing fees, labour, expenses, back-office costs, oversight, training and other associated project costs for a fully functioning system as specified in this document.

Vendors shall only propose products, systems, and equipment models that will be a best fit for the RBPF and the island of New Providence. It must be compliant with all applicable local and federal standards and must be fit for use for all prevailing weather, environmental, and installation conditions that will be encountered on the Island of New Providence. Associated data protection protocols must form an integral part of the solution (see Appendix A).

Vendors shall particularly note in their RFQ responses where they have done predominantly wireless solutions.

Vendors shall explicitly state in their RFQ responses if they are willing and able to provide a leased option for the equipment to The Government. Further, Vendors shall provide examples of where they have provided leased options in prior solutions in their RFQ responses.

The entire system shall be guaranteed against all defects in materials, equipment or workmanship for a minimum of two years from acceptance. Vendor will not be compensated for correcting any of these defects during the guarantee period.

Potential Vendors must provide appropriate narrative within their responses to clearly articulate how their proposed solution meets the need of each element within this document relative to the overall solution, proposed networking, installation, operation, and ongoing maintenance of all system components and the data transmission network.

Vendors must meet all stated requirements within a single proposal. Any element within this document that cannot or will not be adhered to by a Vendor shall be called out specifically in the Vendor's Response(s). Vendors may utilize a consortium of multiple suppliers, integrators, installers, manufacturers, or other sub-contractors as long as each Vendor proposes this relationship as part of the initial response. Any sub-contractor or partner company will also be subject to vetting prior to acceptance or final contract issuance.

The proposed CCTV Solution can be viewed as consisting of these major components:

1. Cameras, Lenses, Housings and Mounts
2. Support Infrastructure
3. General Installation Requirements
4. Wireless Transmission Requirements
5. Video Management System
6. Video Analytics Capabilities

7. Audio Integration
8. Storage, Servers, Network, PC Hardware, Software
9. Power Devices (Transformers, UPS)
10. Integration with Existing Systems
11. Additions, Expansions, Options
12. Command Centre, Furniture, Fixtures and Equipment (building shell provided)
13. Warranty & Service Response levels
14. System Support
15. Preventative Maintenance
16. Service (Break/Fix)
17. Training & Transfer of Knowledge

As part of the RFDP, shortlisted Vendors must propose a solution to all these components. Vendors are allowed to collaborate, form teams and consortiums but may only be named and part of one proposal.

E. CONTACT INFORMATION

Any questions regarding this PMP are to be directed to:

Name	CCTV Project Coordination Office (PCO)
Address	c/o Police Training College Thompson Boulevard P. O. Box N-458 Nassau, Bahamas
Phone	(242) 502-9832
Fax	(242) 502-9833
Email	pco@royalbahamaspolice.org

F. SUBMISSION OF PROPOSALS

Part III below details the Due Date and guidance for responses for the RFQ. There are no transmission or proposal forms for the RFQ.

Part IV below details the Due Date and guidance for responses to the RFDP. RFDP response proposals must include the Transmission and Proposal Forms as per Appendixes C & D.

For all responses (RFQ and RFDP) Vendors are required to deliver a sealed envelope that shall contain:

- One (1) sealed proposal marked 'Team/Company Name Original'. [Include Appendixes C & D here – RFDP only]
- Two (2) hard copies marked 'Team/Company Name Copy 1 and Team/Company Name Copy 2' respectively.
- One CD ROM with an electronic version marked 'Team/Company Name Copy 3'

The Request for Qualifications (RFQ) Response is to be delivered to:

Mr Carl Francis Smith
Permanent Secretary
Ministry of National Security
3rd Floor Churchill Building
P. O. Box N-3217
Nassau, Bahamas

Labelled: RFQ – CCTV Project – Attention PCO
Royal Bahamas Police Force

The Request for Detailed Proposals (RFDP) contains commercial and financial information and is to be delivered to:

Airmail:

Chairman
Tenders Board
Ministry of Finance
Cecil Wallace Whitfield Centre,
West Bay Street
P. O. Box N - 3017
Nassau, Bahamas

Labelled: RFDP – CCTV Project
Royal Bahamas Police Force

Surface Delivery:

Chairman
Tenders Board
Ministry of Finance
3rd Floor Reception Desk
Cecil Wallace Whitfield Centre,
Cable Beach, West Bay Street
Nassau, Bahamas

Labelled: RFDP – CCTV Project
Royal Bahamas Police Force

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 third floor of the Ministry of Finance, Cecil Wallace Whitfield Centre, West Bay Street, Nassau Bahamas.*

Proposals submitted must be received in a sealed envelope/container plainly labelled **RFQ - CCTV Project, Royal Bahamas Police Force** or **RFDP CCTV Project, Royal Bahamas Police Force** as appropriate.

G. AMENDMENTS AND ADDENDA

At any time prior to the close of the RFQ and RFDP, the Government may alter, amend, delete or add to, in whole or in part, any terms or provisions of the RFQ and RFDP. The Government may modify, amend or revise any provision of this PMP 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 adhered to and respected.

H. VENDOR RESPONSIBILITY

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

I. QUALITY, PERFORMANCE AND RISK MANAGEMENT

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

- § 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 or service levels which the Vendor must agree to meet as a condition of the granting of the Contract. These service levels include service response times, parts availability, time to successful resolution, and repeat problem resolution thresholds. 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.

II. PART TWO: GENERAL TERMS AND CONDITIONS

A. WORKING APPROACH AND RESPONSIBILITIES

The successful and timely implementation of the CCTV Solution will be characterized by the co-operative approach implemented by all key stakeholders. 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 RBPF as the CCTV Solution end user and primary operator, its designees and contractors & consultants;
- § The RBPF Project Coordination Office (PCO);
- § Infrastructure providers and key Government Representatives including but not limited to Ministry of Works, Ministry of Tourism, Office of the Data Protection Commissioner, Bahamas Electrical Company (BEC) and Bahamas Telecommunications Company (BTC);
- § Representatives from Public/Private Sector partnership;
- § The Vendor and its consultants and sub-contractors.

The project will be managed and administered in accordance with a Project/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 and 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 Government) 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 a CCTV Solution, including the provision of training and supporting documentation and manuals to staff of the Government, as well as providing on-going system support and maintenance services.

The terms of the Contract between the selected Vendor and The Government (“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 Government 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 Government. 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 programmes 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 programme 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.

B. FINANCIAL RESPONSE

The Government requires in the RFDP and in final negotiations 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. The financial information should detail the cost composition of each relevant element as follows:
 - § Overall total cost estimate for the project
 - § Total cost estimate for professional services
 - § Total and unit cost per piece of equipment/component/sub-system
 - § Total and hourly cost for each labour type
 - § Total cost estimate for travel
 - § Total cost estimate for licences
 - § Total cost estimate for any specific hardware required
 - § Total cost estimate for any software required (Include any initial, one time, and ongoing licensing fees or expansion fees)
 - § Others (TBD)

- 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 thirty five thousand Bahamian Dollars (B\$35,000) or equivalent United States Dollars. 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. The Government 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 RFDP, the selected Vendor's Letter of Credit may, at the option of The Government, be retained and used by The Government. 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 Government, and shall not be considered to be in the nature of a penalty, but compensation to The Government.

C. 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 whether or not the 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 Government 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 Government, and in such case continue for a period of fifty 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)/The Government of the Commonwealth of The Bahamas.**

Where the application of Bahamian, United States or other applicable law alters the contractual conditions described above so as to vest copyright with the Vendor, any such copyright shall be subject to a perpetual, royalty free license to The Government 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.

D. 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, installers, technicians 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.

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

E. 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 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. Change Order pricing shall utilize the agreed upon unit price breakdowns as provided in the final approved Vendor proposal.

F. 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.

G. NEGOTIATIONS

The Government 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.

H. 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.

I. INSURANCE

The selected Vendor will be required upon the grant and execution of the Contract to procure and 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.

J. 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.

K. TRAVEL EXPENSES

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.

L. PROJECT MEETINGS

Language

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

Pre-Contract Meetings and Briefings

These include the Information Briefing/Meeting, Presentations and Demonstrations. Attendance at these meetings is voluntary and at the expense of the Vendor. The Vendors, and such sub-contractors as the Vendors deem necessary (maximum of five [5] representatives from each Vendor's team), may attend these meetings and briefings to review the RFDP Package and pose such questions for clarification purposes as the Vendors consider necessary; discuss specific aspects of the project as related to the individual Vendor's concerns; and generally more fully understand and appreciate the functionality requirements of the Client.

Post Award and Execution of the Contract

Initial Project Briefing and Partnering Session: Following award, final design 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 PCO 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 RBPF, 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 (PCO) 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.

M. 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 CCTV Solution will be the Ministry of National Security and its key stakeholders, represented by the Project Coordinators from the RBPF.

RBPF Project Coordination Office (PCO): The RBPF has established a PCO to work with the Vendor to successfully implement this project. Project management, scheduling and implementation remain the responsibility of the Vendor and the PCO is only staffed to assist and coordinate the flow of project related information.

Other stakeholders who have influence on, or exert influence over, the CCTV Solution and/or the contract include the Ministry of Finance, the Bahamas National Geospatial Information Service (BGNIS), and the Attorney General's Office.

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 establish a presence in The Bahamas AND to partner with existing local companies. Assessment at both RFQ and RFDP stages is heavily weighted to those respondents that maximize local participation.

The idea is to facilitate the transfer of knowledge, skills 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 of submission of RFDP responses 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.

N. PROJECT MANAGEMENT INFORMATION SYSTEMS / REPORTS

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

O. GOVERNMENT SUPPLIED INFORMATION, MATERIAL AND SERVICES

The Government understands it will need to provide certain information, materials and services to support the Vendor. Such requests are to be channelled through the Project Coordination Office (PCO). For example, at the RFDP stage, the PCO will provide 'Data Sheets' on the other CCTV projects that are currently operating and with which integration must occur.

The Vendor is liable to the Client for any loss or 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.

P. 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 progress payments
- § Substantial completion
- § Final completion
- § Release of Retention

Mobilization

The Client will pay to the Vendor/implementer a sum not to exceed ten per cent (10%) of the total contract value upon contract award to facilitate the mobilization of the Vendor's resources and establishment of a presence in The Government, or partnership with a Bahamian firm, for the provision of ongoing system operation, maintenance and support services.

Monthly Progress

Following mobilization and upon on-site project initiation through to substantial completion, the Client will pay to the Vendor/implementer a sum not to exceed fifty per cent (50%) of the total

contract value payable in equal monthly instalments 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 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.

Substantial Completion

Upon the granting of the Certificate of Substantial Completion by the Client to the Vendor, the Client shall pay to the Vendor an amount equal to fifteen per cent (15%) of the total contract value. Substantial completion will be the start-up date of the new Closed Circuit Television System supported by a statement of certification attesting that progress has been achieved and work has been accomplished in accordance with the terms of the Contract.

Final Completion

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 pay to the Vendor an amount equal to fifteen per cent (15%) of the total contract value. The Client shall not release the final payment until the granting of a Certificate of Final Completion in accordance with the Contract and the Vendor submits to the Client:

- (1) a statutory declaration that payrolls, bills for 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 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.

Retention

All payments referred to above (*viz.*, mobilization, monthly progress, substantive completion, and final completion) shall be subject to a holdback by the Client of ten per cent (10%) of the

payment amount. The purpose of the retention is to make certain the system operates as planned once the Vendor has left the premises, 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 retention 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 29).

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 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.

Q. 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.

Certificate of Practical Completion

Once the Client Representative or his designate(s) is satisfied that the work is substantially complete, he shall issue a Certificate of Practical Completion to the Vendor. The Certificate of Practical 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 Practical 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 Closed Circuit Television 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 general details above the RFDP will provide guidance to respondents on The Governments expectations.

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.

R. DISPUTE RESOLUTION

By informal discussion and good faith negotiation, and taking into account the Project/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.

S. 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.

T. 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.

U. 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.
- § 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.
- § 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 Government Wide Area Network (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 Government in the case of loss or extensive damages.

III. PART THREE: REQUEST FOR QUALIFICATIONS (RFQ)

Public Announcement

The RFQ Public Announcement will be released on **28 February 2011** and contain the basic details of the project. Interested parties can request and download electronic copies of Part I, II, and III of this PMP to guide their submission.

Confirmation of Intent to Submit

There is no requirement to confirm intent for the RFQ.

Information/Briefing Meeting

There will be no Information/Briefing Meeting for the RFQ.

Response Due Date

RFQ responses are due no later than **3:00 p.m. on 21 March 2011**.

Solicitation

For the purposes of communication, the PCO 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.

Publicity

Vendors are expected to refrain from releasing any information to the public or media without the express and written permission of the PCO.

Questions and Addenda

All enquiries concerning this project are to be referred to the PCO. 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 Information/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 RFQ. Vendors will be responsible for their own internal distribution and/or communication

A. RFQ RESPONSE REQUIREMENTS

General

The RFQ is designed to be no more than 30 pages per respondent.

All electronic copies shall be in a locked MS Word or PDF format.

The Government 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.

RFQ Response Team Composition and Components

Respondents shall organise themselves in order to provide a CCTV Solution that includes international and local companies that can (as a team) provide all of the following components:

1. Cameras, Lenses, Housings and Mounts
2. Support Infrastructure
3. General Installation Requirements
4. Wireless Transmission Requirements
5. Video Management System
6. Video Analytics Capabilities
7. Audio Integration
8. Storage, Servers, Network, PC Hardware, Software
9. Power Devices (Transformers, UPS)
10. Integration with Existing Systems
11. Additions, Expansions, Options
12. Command Centre, Furniture, Fixtures and Equipment (building shell provided)
13. Warranty & Service Response levels
14. System Support
15. Preventative Maintenance
16. Service (Break/Fix)
17. Training & Transfer of Knowledge

Companies may do more than one component for a Team or Consortium and respondents are encouraged to identify local companies to provide as many components as possible. Respondents shall nominate a ‘lead’ or ‘integrator’ and may include ‘Project Management’ as a separate component. .

A brief description of each of these elements follows in the “RFQ Proposal Outline” below. Vendors are requested to use the RFQ proposal outline as a guide while inserting their own documents, etc as required within the guidance provided below. The PMP RFQ response shall address all requirements of the RFQ Proposal Outline.

RFQ Response Outline

Tab	Contents	No. of Pages
A. Cover	As determined by the Vendor; however, must be clearly labelled as noted in Section I of this PMP	2
B. Executive Summary	A brief, high-level synopsis of the Vendor’s team, experience and equipment. Provides a brief overview of the proposal as well as identifying the main features and benefits of the proposed work.	2
C. Approach	Describes the manner in which the Vendor proposes to do the work. Should also indicate the Vendor’s, BAHAMIAN PARTNERS or the Vendor’s plan to establish a presence in The Government, as well as the split in work and responsibilities between the Vendor and its partner/Bahamian presence. Should be benchmarked against the Components noted above.	5
D. Technical Highlights	A summary of open and public information about your products and services and their respective performance. <i>Vendors shall particularly note in their RFQ responses where they have done predominantly wireless solutions.</i> <i>Vendors shall explicitly state in</i>	5

Tab	Contents	No. of Pages
	<p><i>their RFQ responses if they are willing and able to provide a leased option for the equipment to The Government. Further, Vendors shall provide examples of where they have provided leased options in prior solutions in their RFQ responses.</i></p>	
<p>E. Key Personnel</p>	<p>Provide a 'pen portrait' of up to five (5) key project personnel and their relevant experience, current location, full or part time commitment.</p>	<p>3</p>
<p>F. References</p>	<p>Describes the number of implementations of similar CCTV Solutions to date, including a description of scope, design, support service arrangements established. Describe relationship with similar clients where the proposed system has been deployed; etc. Contacts should be at the executive management level. Clients should be of similar or greater size.</p> <p>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 Government will interview these references, and the results will be factored into the evaluation.</p>	<p>5</p>
<p>Appendix: Financial Information</p>	<p>A financial certificate is required from each respondent. It should include the following:</p> <ul style="list-style-type: none"> • Financial statements are required for each firm having a significant interest in the 	<p>As required</p>

Tab	Contents	No. of Pages
	Vendor's proposal <ul style="list-style-type: none"> • Financial and credit capacity • Industry standing and current projects (including roles, budgets, time lines) • Evidence of sufficient capacity to complete the project 	

B. GENERAL PROPOSAL STIPULATIONS

Disclosure of Content

All submissions become the property of The Government 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 labelled "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 Response

The respondent, by submitting a proposal represents that:

- § The respondent has read and understood the Parts I, II & III of the PMP in its entirety and the proposal is made in accordance with the provisions of the PMP.
- § The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to The Government and to The RBPF in accordance with the terms outlined in the PMP.

Waiver of Minor Irregularities

The Government of 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 RFQ 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 RFQ, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

Presentations and Demonstrations by Respondents

During the RFQ phase any presentations or demonstrations are unlikely. Those companies shortlisted to receive a Request for Detailed Proposal (RFDP) will be notified on or **about 31 March 2011**.

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, colour, 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 Government not less than minimum wage specified in the **Employment Act** as amended.

Any information concerning The Government, 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.

IV. PART FOUR: REQUEST FOR DETAILED PROPOSALS (RFDP)

To Be Issued to Shortlisted Candidates Only

APPENDIX A: DATA PROTECTION FOR CCTV (OR VIDEO) SURVEILLANCE

POLICE AND LAW ENFORCEMENT AUTHORITIES

Crime is of great concern to our local law enforcement agencies and the fear of criminal activity has polarized our society in recent months. In this regard, with the perception that video surveillance increases our security, the demand for surveillance in public places is increasing.

We are aware that very soon the use of CCTV to detect, deter, and prosecute crime will become an important tool in the fight against crime, particularly in touristic and other designated sites in the city of Nassau. Police and law enforcement consider it a legitimate tool to combat crime and ward off criminal activity.

A Challenge to Privacy

Video surveillance of public places subjects everyone to scrutiny, regardless of whether they have done anything to arouse suspicion. At the very least it circumscribes, if it does not eradicate outright, the expectation of privacy and anonymity that we have as we go about our daily business.

The use of CCTV should be within the scope of guidelines which are reasonable and simple to follow with a view to maintaining the privacy rights of our citizens.

Guidelines

- 1. CCTV should only be developed to address a real, pressing and substantial problem.**

The problem to be addressed by video surveillance must be pressing and substantial, of sufficient importance to warrant overriding the right of innocent individuals to be free from surveillance in a public place. Accordingly, concrete evidence of the problem to be addressed is needed. This should include real evidence of risks, dangers, crime rates, etc. Specific and verifiable reports of incidents of crime, public safety concerns or other compelling circumstances are needed, not just anecdotal evidence or speculation.

- 2. Video surveillance should be viewed as an exceptional step, only to be taken in the absence of a less privacy-invasive alternative.**

Less privacy-invasive alternative ways of addressing the identified problem should be chosen unless they are not feasible or significantly less effective.

- 3. The impact of the proposed video surveillance or privacy should be assessed before it is undertaken.**

- 4. Public consultation should precede any decision to introduce video surveillance.**

Public consultation should be conducted with relevant stakeholders, including representatives of communities that will be affected. "Community" should be understood

broadly; it should be recognized that a particular geographic area may have several distinct communities, and one community should not be presumed to speak for the others.

5. The video surveillance must be consistent with applicable laws.

Video surveillance must be conducted in accordance with all applicable laws:

- The Data Protection (Privacy of Personal Information) Act 2003 (DPA).
- The Computer Misuse Act, 2003 etc.

6. The video surveillance system should be tailored to minimize the impact on privacy.

The surveillance system should be designed and operated so that the privacy intrusion it creates is no greater than absolutely necessary to achieve the system's goals. For example, limited use of video surveillance (e.g., for limited periods of day, public festivals, peak periods) should be preferred to always-on surveillance if it will achieve substantially the same result.

7. The public should be advised that they will be under surveillance.

The public should be informed with clearly written signs at the perimeter of surveillance areas, which advise that the area is or may be under surveillance, and indicate who is responsible for the surveillance, including who is responsible for compliance with data protection principles, and who can be contacted to answer questions or provide information about the system.

8. Fair information practices should be respected in collection, use, disclosure, retention and destruction of personal information.

The information collected through video surveillance should be minimal; its use should be restricted, its disclosure controlled, its retention limited, and its destruction assured. If a camera is manned, the recording function should only be turned on in the event of an observer or suspected infraction. If a camera records continuously, the recordings should be conserved for a limited time only, according to a retention schedule, unless they have captured a suspected infraction or are relevant to a criminal act that has been reported to the police. Information collected through video surveillance should not be used for any purpose other than the purpose that the police force or public authority has explicitly stated in the policy referred to in 14 below. Any release or disclosure of recordings should be documented.

9. Excessive or unnecessary intrusions on privacy should be discouraged.

Surveillance cameras should not be aimed at or into areas where people have a heightened expectation of privacy: for example, windows of buildings, showers, washrooms, change rooms, etc. If cameras are adjustable by an operator, reasonable

steps should be taken to ensure that they cannot be adjusted or manipulated to capture images in areas that are not intended to be under surveillance.

10. System operators should be privacy-sensitive.

The operators of surveillance systems, including operators hired on contract, should be fully aware of the purposes of the system, and fully trained in rules protecting privacy.

11. Security of the equipment and images should be assured.

Access to the system's controls and reception equipment, and to the images it captures, should be limited to persons authorized in writing under the policy referred to in 14 below. Recordings should be securely held, and access within the organization limited to a need-to-know basis.

12. The right of individuals to have access to their personal information should be respected.

People whose images are recorded should be able to request access to their recorded personal information. Under many privacy statutes, they have a right of access. Severing the personal information in a recording (including technological blurring or blocking of the identities of others) may be necessary to allow individual access. Policies and procedures should be designed to accommodate these requests.

13. The video surveillance system should be subject to independent audit and evaluation.

The system's operation should be subject to frequent audit and its effectiveness should be evaluated regularly to identify unintended negative effects. Audit and evaluation should be conducted by persons or organizations independent of the management and direction of the video surveillance system. Audits should ensure compliance with the policy governing the system, including ensuring that only pertinent information is collected, that the system is used only for its intended purpose, and that privacy protections in the system are respected. Evaluation should take special note of the reasons for undertaking surveillance in the first place, as determined in the initial statement of the problem and the public consultation, and determine whether video surveillance has in fact addressed the problems identified at those stages. Evaluation may indicate that a video surveillance system should be terminated, either because the problem that justified it in the first place is no longer significant, or because the surveillance has proven ineffective in addressing the problem. Evaluation should take into account the views of different groups in the community (or different communities) affected by the surveillance. Results of audits and evaluations should be made publicly available.

14. The use of video surveillance should be governed by an explicit policy.

A comprehensive written policy governing the use of the surveillance equipment should be developed. The policy should clearly set out:

- the rationale and purpose of the system
- the location and field of vision of equipment
- the rationale and purpose of the specific locations of equipment and fields of vision selected
- which personnel are authorized to operate the system
- the times when surveillance will be in effect
- whether and when recording will take place
- the place where signals from the equipment will be received and monitored, and
- the fair information principles applying to recordings, including:
 - § security
 - § use
 - § disclosure
 - § retention and destruction
 - § rights of individual access to personal information captured, and
 - § rights to challenge compliance.

The policy should identify a person accountable for privacy compliance and privacy rights associated with the system. The policy should require officers, employees and contractors to adhere to it, and provide sanctions if they do not. It should provide a process to be followed in the event of inadvertent privacy and security breaches. Finally, it should provide procedures for individuals to challenge compliance with the policy.

15. The public should have a right to know about the video surveillance system that has been adopted

The Police Force and Public Authorities should recognize that individuals will want information about video surveillance systems. They may seek to know, for example, who has authorized the recording, whether and why their images have been recorded, what the images are used for, who has access to them, and how long they are retained. The Police Force and Public Authorities should be prepared to provide this information.

Email us at dataprotection@bahamas.gov.bs if you have any data protection concerns or visit our website www.bahamas.gov.bs/dataprotection.

APPENDIX B : 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 The Royal Bahamas Police Force, the Ministry of National Security or an officer or employee of RBPF 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.

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 labour, 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 debugging 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 that 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 labour, 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.

APPENDIX C: RFDP - LETTER OF TRANSMISSION

[VENDOR REPRESENTATIVE'S NAME AND TITLE]
[VENDOR'S COMPANY NAME]
[VENDOR'S ADDRESS]

[DATE]

Your file:
Our file: RBPF RFP

UNCLASSIFIED

Mr Carl Francis Smith
Permanent Secretary
Ministry of National Security
3rd Floor Churchill Building
P. O. Box N-3217
Nassau, Bahamas

Dear Mr. Smith:

SUBJECT: CONFIRMATION OF INTENT TO SUBMIT A PROPOSAL

This is to confirm our intent to submit a response to our proposal in accordance with the terms and conditions of the Request for Proposals (RFP) document for a Closed Circuit Television issued on (*date*).

We agree to provide Proposal Security within fifteen (15) days of being advised we are the selected Vendor.

Sincerely yours,

[SIGNATURE]
[NAME AND TITLE OF VENDOR'S REPRESENTATIVE]

APPENDIX D: RFDP (RESPONSE) PROPOSAL FORM

PROJECT TITLE: CCTV Solution
The Government of the Commonwealth of The Bahamas

LEGAL NAME OF VENDOR/IMPLEMENTER:

STREET ADDRESS:..... MAILING ADDRESS:.....

TELEPHONE NUMBERS:..... FAX NUMBERS:.....

E-MAIL 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 this 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 E: ASSESSMENT CRITERIA AND PROCESS FOR SCORING RFQ AND
RFDP SUBMISSIONS (INTERNAL ONLY)**

Internal to RBPF PCO and CCTV Selection Committee.