

The Government of The Bahamas

Department of Lands & Surveys

Bay & Armstrong Street

P. O. Box N - 592

Nassau, The Bahamas

Telephone: (242) - 502-1200
 (242) - 502-1273

Fax: (242) - 328-2065

Request For Proposals (RFP)

Specialized Mapping Equipment for Department of Lands & Surveys

(Volume I)

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**Version**

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**Produced By:**

Department of Lands & Surveys

and

Department of Information Technology

**

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**DISCLAIMER**

The information contained in this Request for Proposals document (**“RFP”**) is provided to Bidder(s) on behalf of the Department of Lands and Surveys (**“DoLS”**), on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the DoLS to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidders with information that may be useful to them in making their submissions (the **“Bids”**) pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by the DoLS in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DoLS, its employees or advisors to consider the investment objectives, financial circumstances and particular needs of each Bidder. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

DoLS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DoLS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules, regulations, tort principles, restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

DoLS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DoLS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that DoLS is bound to select a Bidder or award a contract for the Project and DoLS reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DoLS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DoLS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidding Process shall be governed by, and construed in accordance with, the laws of The Bahamas and the courts of The Bahamas shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

**Document Ownership Information**

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# Introduction and Background

The **Department of Lands and Surveys** (“DoLS”) is a technical agency responsible for Crown Land management, seabed leases, recording of all private and governmental surveys, all maps and aerial photography, within the Commonwealth of The Bahamas.

The DoLS’ mandate is to manage the Crown and governmental lands, held in trust on behalf of the Bahamian people. There are several sections within the DoLS to assist with carrying out the department’s mandate.

* Mapping Section – Responsible for conducting surveys and quality recording of surveys and mapping.
* Land Management Section – Responsible for dealing with all Crown Land management.
* Research Section – Responsible for research requests for Crown Grants and maps.

The significance of the DoLS as a data producer for other governmental agencies, the private sector and the public cannot be overstated. Some of these agencies (inclusive of their use of data) are listed below:

* The Attorneys General Office ------ for court evidence, land disputes, and compensation queries;
* The Department of Statistics ------- for boundaries, buildings and statistical maps;
* Port Department -------- for proposal analysis, bathymetry maps, tidal information, and seabed leases;
* Parliamentary Registration Department ---- for constituency and polling division boundaries, street naming, and legal descriptions;
* Ministry of Agriculture, Marine Resources, and Local Government ------- for agricultural assessments, and agricultural leases;
* Ministry of Works ---- for infrastructural design, contract monitoring and implementation, building construction, street naming, tidal information for mean sea level contracts, and subdivision design;
* Ministry of Environment and Housing ---- for subdivision design and implementation, land acquisition, beaches and parks, and construction;
* Department of Inland Revenue --- for assessment and taxation, valuations, and geocoding and mapping;
* Registrar General’s Department ---- for attachments to land title documents, and recording of leases and crown grants;
* Department of Forestry --- for forestry maps and environmental maps;
* Bahamas National Trust ----- for national parks, marine protected areas (MPA), and environmental analysis;
* Ministry of Education --- for school site development and construction;
* Royal Bahamas Police Force --- for investigations, shanty town locations, and site development and construction;
* Royal Bahamas Defence Force --- for site investigation and development, hydrographic analysis, and geodetic coordinates and mapping;
* Ministry of Finance --- for Treasury land assessments and management, treasury lease diagrams, and land acquisitions;

The use of state-of-the-art and specialized technology is critical to the DoLS’ success in the production of reliable and accurate data.

Therefore, this RFP seeks to solicit proposals from Bidders who can provide the required specialized mapping equipment, inclusive of hardware and software, to meet the needs for the **Mapping Section** within the DoLS (the “Project”).

The implementation of the above should enable the DoLS to complete various types of mapping/surveying tasks and operations faster and to gather more accurate data, thereby improving business processes and procedures within this agency. Other direct and quantifiable benefits include:

(i) **Accuracy** in measurements

(ii) **Speed** in data production

(iii) **Quality** of data; and

(iv) **Cost** savings on labour.

The DoLS understands that most of its requirements may be specific to its operations and is therefore seeking a solution that is customized to its use.

Further details are specified in Volume II (Requirements Definition Document)

# Administrative Information

### the bidding documents

1. The Bidding Documents include:

Volume I –RFP

Volume II - Requirements Definition Document

1. The **Bidders** must submit their Bids in accordance with the Bidding Documents.
2. The Bid shall be valid for a period of not less than one hundred and twenty (120) days from the Bid Due Date, as defined below.
3. Subject to the provisions of Clauses 2.1.7 and 3.1.3 herein below, the Bidding Documents and any amendments issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
4. Any queries or requests for additional information concerning this RFP shall be submitted by email in accordance with Clause 3.1.3.
5. The Bidders shall be responsible for all costs associated with the preparation of their Proposals and participation in the Bidding Process. DoLS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

###  SCHEDULE OF EVENTS

|  |  |
| --- | --- |
| ***Event*** | ***Date*** |
| 1. RFP Distribution to Bidders
 | December 4, 2018 |
| 1. Deadline for Submission of Requests for Clarification by Bidders
 | January 7, 2019 |
| 1. Responses to Bidders Requests for Clarification
 | January 14, 2019 |
| 1. Bid Due Date
 | January 21, 2019DATE at 4:00 pm.  |
| 1. Tender Opening
 | January 22, 2019 DATEat 10:00 a.m.  |
| 1. Selection of Bidder
 | February 5, 2019 |
| 1. Proposed Commencement Date
 | March 4, 2019 |

### Due Dates

All **bids MUST** be received by **4:00 p.m.** (UTC-05:00 Eastern Time) on 21st January 2019 (the “Bid Due Date”). The DoLS may in its sole discretion extend the Bid Due Date by issuing an amendment uniformly for all Bidders. Any proposal received after the Bid Due Date shall not be considered and shall be summarily rejected.

### Submission of the Proposal

Proposals must be received on or before the Bid Due Date at the **Reception Desk, Ministry of Finance, Cecil Wallace-Whitfield Centre, West Bay Street, The Bahamas**.

The Bidder shall submit **9 (nine) sealed** copies of the Proposal in separate envelopes, one marked “**Original”** and the other eight (8) marked “**Copy,”** respectively. In the event of any discrepancy between the original and the copy, the **Original** shall prevail. An electronic version shall also be provided by the Bidder. Proposals will **not** be accepted by email or facsimile.

The Proposal shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, **in blue ink**. Any alteration, additions or any other amendments made to the Bid shall be initialled by the authorized signatory of the Bidder.

All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the Bid Due Date.

Submissions shall be addressed to:

 Chairman

Tenders Board, Ministry of Finance

Cecil Wallace-Whitfield Centre,

Cable Beach

P. O. Box N - 3017

Nassau, Bahamas

**Labelled: RFP – The Department of Lands and Surveys – Specialized Mapping Equipment**

**Note:** Please ensure that, if a third party carrier (Federal Express, UPS, DHL, EMS, USPS, etc.) is used, they are to be instructed to deliver your proposal to location specified above on or before the Bid Due Date. Neither the Government, its servants or agents or DoLS shall be liable to ensure that the Proposal is delivered to the specified location.

### Contact

Any questions concerning the RFP including any questions on the technical specifications or Statement of Work (SOW) requirements must be submitted by written enquiry on or before the Deadline for Submission of Clarifications, as specified in the Schedule of Events at Clause 2.1.2 above by email to LANDSSURVEYSRFP@BAHAMAS.GOV.BS

### (Left Blank Intentionally)

### Amendments

At any time prior to the Bid Due Date, the DoLS may alter, amend, delete or add to, in whole or in part, any terms or provisions of this RFP. The DoLS may modify, amend or revise any provision of this RFP or issue an addendum at any time. The DoLS will publish any such modification or amendment, revision or addendum in writing to all Bidders, by email.

In order to afford the Bidders a reasonable time for taking into account a material amendment (the materiality of which the DoLS in its own discretion may determine) or for any other reason, the DoLS may, at its own discretion, extend the Bid Due Date.

# Terms and Conditions

### Bidder Responsibility

It is the Bidder’s responsibility to ensure its complete comprehension of the requirements and the instructions vis-à-vis products/services/equipment requested by DoLS. To clarify any discrepancies, it is required that **Bidders submit a written inquiry** to LANDSSURVEYSRFP@BAHAMAS.GOV.BS on or before the Deadline for Submission of Clarifications, as specified in the Schedule of Events at Clause 2.1.2 above.

### RIGHT TO REJECT ANY OR ALL BIDS

1. Notwithstanding anything contained in this RFP, the DoLS reserves the right to accept or reject any Bid and to end the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. The DoLS reserves the right to reject any Bid if:
3. at any time, a material misrepresentation is made or uncovered; or
4. the Bidder does not provide, within the time specified by the DoLS, the clarification sought by the DoLS for evaluation of the Bid in accordance with Clause 3.1.3;

Such misrepresentation shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified. If the highest-ranked Bidder is disqualified after the Bids have been opened, the DoLS reserves the right to negotiate with the next highest-ranking Bidder or in the sole discretion of the DoLS, cancel the Bidding Process.

1. In case it is found during the evaluation, or at any time before selection of the successful Bidder, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation, or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith.
2. The DoLS reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents. Failure of the DoLS to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DoLS to disqualify any Bidder or rescind the LOA as granted under this RFP including this Clause.

### CLARIFICATIONS

Bidders requiring any clarification on the RFP may notify the DoLS by e-mail to LANDSSURVEYSRFP@BAHAMAS.GOV.BS and should send in their queries before the date mentioned in the Schedule of Events at Clause 2.1.2. The DoLS shall respond to the questions raised or clarifications sought by the Bidders on or before the time specified in the Schedule of Events. The DoLS shall respond to such clarifications to all Bidders without identifying the source of queries.

The DoLS may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the DoLS shall be deemed to be part of the Bidding Documents. Any verbal clarifications and information given by DoLS or its employees or representatives shall not be deemed “clarification” for the purposes of this RFP.

### Announcements and Publicity

The DoLS shall determine the timing and content of any and all announcements or public statements relating to any part of this RFP process. No Bidder shall make any public statements or release any information regarding this process without the prior approval in writing of the DoLS.

### correspondence during the bidding process

During the Bidding Process, the DoLS shall not communicate with any Bidder in relation to acceptance or rejection of any Bid. All communications concerning acceptance or rejection of Bids shall be in accordance with this RFP.

### Clarification sought by the DoLS

To facilitate evaluation of Bids, the DoLS may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the DoLS on a case-by-case basis for this purpose. Any request for clarification(s) and response(s) shall be in writing. If a Bidder does not provide clarifications requested by the DoLS within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the DoLS may proceed to evaluate the Bid by construing the particulars requiring further clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the DoLS.

### contacts during evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the DoLS makes official notification of award or rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties shall refrain from contacting by any means, the Tender’s Board, the Department of Information Technology, the DoLS and/ or their employees, advisors and/or representatives on matters related to the Bids under consideration.

### Opening and Evaluation of Bids

The Bids shall be opened on the Opening Bid Date **at 10 a.m**. at the Ministry of Finance in the presence of Bidders who choose to attend.

The DoLS will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

The DoLS shall ensure that the rules for the Bidding Process for the Project are applied in a non-discriminatory, transparent and objective manner. The DoLS shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

1. The DoLS reserves the right to accept or reject any or all bids.
2. The DoLS shall not purchase goods or services from any business owing taxes to the Government of the Commonwealth of The Bahamas.
3. The accepted Bidder must provide a minimum of three (3) years’ warranty on the solution provided, including parts (if applicable), with a four (4) hour service response during normal working hours – 9:00am to 5:00pm. In case of an emergency, Bidders must be able to respond to a request within 24 hours or a time period deemed reasonable by the DoLS.
4. Bidders responding to this proposal will be required to demonstrate quality assurance in their installation, repair/maintenance and service procedures.
5. Bidder must disclose and include as part of their proposal, all costs, products and services required for the complete solution with such costs including any and all third party Bidders.
6. In the case of **purchased equipment/software**, the Bidder must:
	1. Fully configure to the user location(s) and, the equipment delivered must have proper Bidder identification (stickers) attached including the Bidder name and phone contact. Details of all equipment/software including manufacturer, model number, and serial number/license key must be delivered and documented for future reference.
	2. In the case of critical components, it must be demonstrated that a spare components are available in the case of loss or extensive damages.
7. In the case of **pre-written application**, the Bidder must:
	1. Meet at minimum 80% of the required specifications with offering and be able to meet the remaining 20% through customization/modifications and/or creation of new modules.
	2. Be able to integrate with the DoLS existing or proposed systems where applicable.
8. In the case of **custom developed application**, the Bidder must be able to prove their ability to deliver by demonstrating a comparable installed solution.
9. The DoLS reserves the right to award more than one contract and may award different components of the Project to various Bidders where a better cost or preferred solution would be achieved.

### FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the DoLS shall reject any Bid or terminate the Bidding Process, as the case may be, without being liable in any manner whatsoever to any of the Bidders, as the case may be, if it determines that the Bidder or selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the DoLS shall disqualify the Bidder from further participation in the Bid Process.

For the purposes hereof, the following terms shall have the meaning hereinafter respectively assigned to them:

“**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DoLS who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DoLS, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever any person in respect of any matter relating to the Project or this RFP, who at any time has been or is a legal, financial or technical advisor of the DoLS in relation to any matter concerning the Project, except as in accordance with Clause 3.1.3;

“**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the DoLS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and

“**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

# Guidelines for Proposal Preparation

The most responsive Bidder with the most beneficial offer in terms of cost, functionality and other factors as specified elsewhere in this RFP will be awarded the contract.

**The Department of Lands and Surveys** reserves the right to:

* Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Bidder,
* Accept other than the lowest priced offer,
* Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
* Award more than one contract.

The submitted proposals are to include, but not be limited to, each of the following sections:

|  |  |
| --- | --- |
| **1. Executive Summary** | A high-level synopsis of the Bidder’s responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed solution. |
| **2. Scopes, Approach, and Methodology** | Detailed product development and testing procedures and technical expertise **by phase**. This section will act as the Statement of Work (SOW) to be used as a guideline by the Bidder during the project. This section should include a description of each major type of work being requested. **See Requirements Definition.** All information provided will be held in strict confidence. |
| **3. Project Management Approach** | Include the method and approach to be used to manage the overall project and client correspondence. Briefly describe how the engagement will progress from commencement to completion.  |
| **4. Deliverables** | Include descriptions and samples of screens and reports of this proposed solution, and also provide details of comparable solution.  |
| **5. Detailed and Itemized Pricing** | Include a itemized cost per hardware, software, and associated service. Provide a fee breakdown **by project phase**, which shall include estimates of travel, living expenses, and third party involvement, where applicable. Specify costing for maintenance, and support agreements. |
| *6. Company Overview* | * Official registered company name, business address, TIN number, main telephone number, toll-free numbers, and facsimile numbers.
* Key contact name, title, address (if different from above address), email, direct telephone and fax numbers.
* Person authorized to contractually bind the organization for any proposal against this RFP.
* Brief history, including year established and number of years the company has been offering Specialized Mapping Solution, Document Management Software, and support services.
* Include organization size and structure, and annual turnover rate of staff.
* Client list.
 |
| **7.** **Appendix:** *References* | Three (3) current corporate references, including company name, contact name, title, address, telephone number, email, and client relationship synopsis.  |
| **8.** **Appendix:** *Project Team Staffing* | Include biographies and **relevant** experience of key staff and management personnel. List the personnel who will work on this project along with their qualifications, relevant experience, as well as their specific role and responsibility for this project. Affirm that no employees working on the engagement have ever been convicted of a criminal offence either inside or outside the Commonwealth of The Bahamas. |
| **9.**  **Appendix:** *Company policies on maintenance and support* | Specify maintenance and support agreements and warranty information. |

Bidders shall respond and document the extent to which they can meet the specific requirement or desirable feature statement of the RFP. It is to the Bidder’s advantage to provide responses in enough detail that will allow the evaluators to determine how well the proposed product satisfies the requirements.

# General RFP Stipulations

### Disclosure Of RFP Content

1. All submissions become the property of the DoLS and will not be returned to the Bidder. All conditions contained in the RFP are considered accepted by the Bidder along with any information submitted. All information submitted with the RFP, and the RFP will be handled with the strictest degree of confidentiality.
2. Financial Statements will be exempt from examination by anyone other than personnel of the DoLS, its advisors and designated government employees. The DoLS will maintain the confidentiality of such financial statements to the extent provided by the laws of the Commonwealth of The Bahamas.

### Bidder’s Responsibility With Regard To Proposal

The Bidder, by submitting a proposal represents that:

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

### Waiver of Minor Irregularities

The DoLS reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of The Department of Lands and Surveys. Minor irregularities are defined as those that have no adverse effect on the DoLS’ best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

### Incurred Expenses

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

### Presentations By Bidders

1. The DoLS, at its sole discretion, may ask individual Bidders to make oral presentations and/or demonstrations without charge to the DoLS. The purpose of an oral presentation is to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The response must be complete in all respects, as presentations and demonstrations MAY or MAY NOT be scheduled. All costs incurred by the Bidder to conduct the presentation and/or demonstration is/are the responsibility of the Bidder. Additionally, any requests for clarification, if required, will be issued in **writing** and written responses from the Bidder will become an integral part of the Bidder’s response.
2. By submitting a proposal, the Bidder certifies that the **products/services** is in productive use and capable of demonstration in the proposed configuration. In the case of a **custom developed product**, the Bidder certifies that a comparable solution is in productive use and capable of demonstration in the proposed configuration. The DoLS reserves the right to require Bidders to demonstrate the functionality of the proposed product/solution to its satisfaction prior to making an award decision. The demonstration is intended to show that the Bidder’s proposed products/solutions will perform in a completely satisfactory manner, and that they will meet or exceed the performance specifications contained in the RFP. Failure by any Bidder to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the Bidder, if awarded a contract, of its obligation to fully comply with all requirements of the contract.
3. The DoLS reserves the right to require any Bidder to demonstrate to the satisfaction of The Department of Lands and Surveys that the Bidder has the fiscal and managerial abilities to properly furnish the products and/or services proposed and required to fulfil the contract. The demonstration must satisfy the requirements of the DoLS, and will be judged solely by the *Evaluation Committee* for compliance.

### Responsibility to Bidder’s Personnel

The Bidder 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 Bidder certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate any **Immigration Regulations** set forth by the provisions of the **Immigration Act (Chapter 191 Statute Law of The Bahamas),** as amended**.**

During the performance of the contract, the Bidder agrees to the following:

* The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, colour, sex, age, handicap or national origin, except when such condition is an occupational qualification set forth in the applicable laws of The Bahamas.
* The Bidder shall include the provisions of the foregoing paragraphs A, B, and C above in every subcontract or purchase order so that the provisions will be binding upon each Bidder or subcontractor.
* The Bidder and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the **Minimum Wages Act (Chapter 321B)** as amended.
* Any information concerning the DoLS, services, operations, personnel, policies or any other aspect of its business, unless it is deemed public information, learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in the strictest of **confidence** and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior **written** consent of the Acting Surveyor General, of the DoLS. The Bidder and any subcontractors will be required to sign confidentiality statements prior to submitting a proposal.

### Ownership Of Intellectual Property

All copyright and patent rights to all papers, documents, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the DoLS. Upon request, the Bidder shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the DoLS to evidence The Department of Lands and Surveys’ sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

### Ownership of Source Code

In the event the Bidder ceases to maintain experienced staff and the resources needed to provide required software maintenance, the DoLS shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the DoLS shall have exclusive rights to possess all physical embodiments of such Bidder owned materials. The rights of the DoLS in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule. *Bidder shall indicate in the submittal whether the firm is willing to enter into a Software Escrow Agreement.*

### Title To Software

By submitting a proposal, the Bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

# Evaluation Factors For Award

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Bidder’s responsiveness to the RFP and the price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Bidder:

|  |
| --- |
| 1. Completion of all required responses in the correct format. |
| 2. The extent to which Bidder’s proposed solution fulfills **DoLS’s** stated requirements as set out in this RFP. |
| 3. An assessment of the Bidder’s ability to deliver the indicated product & service in accordance with the specifications set out in this RFP. Scalability of product solution should also be included. |
| 4. The Bidder’s stability, experiences and record of past performance in delivering such services. |
| 5. Availability of sufficient high quality Bidder personnel with the required skills and experience for the specific approach proposed. |
| 6. Bidder’s acceptance of **DoLS’s** contractual terms and conditions. |
| 7. Overall cost of Bidder’s proposal. |

**No award will be issued to a Vendor which has any violations or past due debt with the Government of The Bahamas.**

**DoLS** may, at their discretion and without explanation to the prospective Bidders, at any time choose to discontinue this RFP without obligation to such prospective Bidders.

# Statement of Work and Deliverables

### Project and Purpose

To procure specialized equipment (both hardware and software) inclusive of services, for the Mapping section within the Department of Land and Surveys to be utilized for the collection, capture, recording, processing, and management of voluminous amounts of data and documents.

The Project is to be implemented within three (3) months of the proposed Commencement Date.

**Scope of Work**

The following requirements are expected of the project:

* Conducting of a comprehensive *Requirements Analysis* based on, but not limited to, the  *Requirements Definition Document*
* Design & Develop a solution that meets the functional & non-functional requirements of **DoLS** as determined in the *Requirements Analysis exercise.*
* Implement and test all products (hardware and software).
* Training of end-users and technical staff.
* Final Executive Summary Report summarizing the scope, approach, results, findings and recommendations in a manner suitable for senior management.

Written documentation is to be provided for each requirement. The following documentation is required:

* User documentation and training manuals
* System documentation
* Operational manuals
* Error processing documentation
* User Acceptance Test Scripts

The Bidder is to supply all software, materials and personnel required to complete the installation. The Bidder is to configure the software and make any or all-essential adjustments to ensure optimum functionality. The Department of Lands and Surveys will not be required to make any modifications to the software to get the system operational in accordance with the functional requirements specified.

Formal presentations to stakeholders and executives may also be required throughout the process.

### Schedule Estimate

The Project is expected to be implemented in a **phased approach** and completed within three (**3)** months of the proposed Commencement Date, inclusive of integration with external entities.

Suggested phases:

(1) Analysis.

(2) Design & Develop.

(3) Implementation & Testing.

(4) Training.

Phases may run consecutively or concurrently.

### Business Objectives

* To modernize the mapping equipment and software
* To respond to governmental and private requests for mapping information and data, both efficiently and accurately.
* To digitally convert all hard copies of maps.
* To reduce the amount of hard copy documents presently being process and stored.
* To archive documents which have been received.
* To provide a means in which mapping documents can be entered, captured, processed, and viewed electronically.
* To achieve savings on labour costs
* To provide secure storage and manage large amounts of mapping data.

### Stakeholder

* The Department of Lands and Surveys

### Chain of Command

The Project is owned by the **DoLS**, whose daily mapping operations are supervised by the Acting Surveyor General, in accordance with The Land Surveyors Act, Chapter 251. The Acting Director, is the Administrative Head, of the DoLS. The Acting Director for the Department of Information Technology (DIT), under the Office of the Prime Minister, has the dual responsibility for technical issues/matters.

Project Managers will be assigned from both the DIT and **DoLS**. A project team consisting of Project Leaders and Officers will be staffed with both **DoLS** and DIT personnel. Final decisions must be approved by both the Acting Surveyor General of the **DoLS** and the Acting Director, of the DIT. All matters relative to the contract, shall be referred to the Supervising Officer, identified in the approved contract.

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Thomas Ferguson Date

Acting Surveyor General, Department of Lands and Surveys

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Nicole Campbell Date

Permanent Secretary, Office of the Prime Minister

# Evaluation Criteria

|  |
| --- |
| **EVALUATION CRITERIA****Department of Lands and Surveys – Specialized Equipment** |
| **1. Executive Summary**  |
| * Overview of engagement
 |  |  |  |  |  |
| * Main feature
 |  |  |  |  |  |
| * Benefits of proposed hardware, software, service
 |  |  |  |  |  |
| **2. Scopes, Approach, and Methodology**  |
| * Detailed product development
 |  |  |  |  |  |
| * Testing procedures
 |  |  |  |  |  |
| * Training process
 |  |  |  |  |  |
| * Phased approach
 |  |  |  |  |  |
| * Response to Scope of Works (outlined in Requirements Specification Document)
 |  |  |  |  |  |
| **3. Project Management Approach**  |
| * Method and approach to managing the overall project and client correspondence
 |  |  |  |  |  |
| * Brief description of engagement from commencement to completion.
 |  |  |  |  |  |
| **4. Deliverables**  |
| * Descriptions, images, and/ samples of screens of hardware/software solution
 |  |  |  |  |  |
| * Details of comparable solution
 |  |  |  |  |  |
| **5. Detailed and Itemized Pricing** |
| * Itemized cost per hardware, software, and associated service
 |  |  |  |  |  |
| * Fee breakdown by project phase
 |  |  |  |  |  |
| * Estimates of travel, living expenses, and third party involvement, where applicable
 |  |  |  |  |  |
| * Cost for maintenance, and support agreements
 |  |  |  |  |  |
| **6. Company Overview** |
| * Official registered company name
 |  |  |  |  |  |
| * Business address
 |  |  |  |  |  |
| * TIN number
 |  |  |  |  |  |
| * Main telephone number, Toll-free number, Facsimile number
 |  |  |  |  |  |
| * Key contact
	+ Name and title
	+ Address and email
	+ Direct telephone and facsimile numbers
 |  |  |  |  |  |
| * Authorized Contact (authorized to contractually bind company for any proposal any RFP)
 |  |  |  |  |  |
| * Brief history
	+ Years established
	+ Number of years offering specialized hardware, software and/ services
	+ Organization size and structure
	+ Annual staff turnover rate
	+ Client list
 |  |  |  |  |  |
| **7.** **Appendix:** *References*  |  |
| * Three (3) current corporate references
	+ Company name
	+ Contact name and title
	+ Address
	+ Telephone number
	+ Email
	+ Client relationship synopsis
 |  |  |  |  |  |
| **8. Appendix:** *Project Team Staffing*  |  |
| * **Relevant** experience of key staff and management personnel
 |  |  |  |  |  |
| * List of personnel to work on this project along with their qualifications
 |  |  |  |  |  |
| * Specific role and responsibility for this project
 |  |  |  |  |  |
| * No employees working on the engagement have ever been convicted of a criminal offence either inside or outside the Commonwealth of The Bahamas.
 |  |  |  |  |  |
| **9.**  **Appendix:** *Company policies on maintenance and support*  |  |
| * Specify maintenance and support agreements and warranty information.
 |  |  |  |  |  |
| ***Total Score:*** |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | General Product orService Description | Name of the Product | Purchase Cost (Including 3 year maintenance cost) | Maintenance Cost per year after 3rd Year | Lease Cost3 years (if applicable) |
|  | Two (2) Large Format Scanners | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Two (2) 11x17 or A3 Scanner | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Two (2) Large Format Color Plotter | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Two (2) 11x17 or A3 Printer | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Six (6) CAD/GIS/Photogrammetry Laptops | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Six (6) Large Computer Screens | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | ArcGIS Pro | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | ArcGIS (w/ Survey component) | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Mapping software | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Drone Processing software | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Document Management Software | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Twenty-Three (23) Geodetic Systems | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Five (5) Sea level Monitoring Systems | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | One (1) Multi Beam Scanner System | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Four (4) Precise Leveling and Accessories | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Four (4) Electronic Level and Accessories | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Four (4) RTK Equipment and Accessories | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Four (4) Total Stations and Accessories | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Two (2) UAS RGD Aerial Imaging Camera | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Four (4) 3G Mobile Broadband Modem | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Eight (8) Ragged Tablets w/ Cases | Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
|  | Training as in proposal | Click here to enter text. | Click here to enter text. | Click here to enter text. |  |
|  | Any additional Costs (peripherals, licences, etc) | Click here to enter text. | Click here to enter text. | Click here to enter text. |  |
| TOTAL COST = | Click here to enter text. | Click here to enter text. | Click here to enter text. |  |