



Microsoft Exchange Migration Services

Request for Proposal

Version 1.0
October 8, 2019



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1. Purpose

1.1 Purpose

The Central Bank of The Bahamas (the Bank) is issuing this Request for Proposals (RFP) for the purpose of selecting a firm to upgrade and migrate the Bank's Microsoft Exchange and Active Directory servers. As the regulator of banks & trusts, money transmission businesses, credit unions and electronic money service providers, email communication is a critically important function within the institution. As such, the Bank intends to partner with a qualified and experience firm to design and deploy a robust messaging services to meet the Bank's current and future communication requirements.

The selected partner will be responsible for ensuring the functionality and integration with all existing connected services and business applications that uses mail and active directory services (e.g. Skype for Business, LDAP integration, etc.) and planned systems for collaboration (i.e. Microsoft SharePoint). Additionally, the selected partner is expected to provide guidance and recommendations on licensing compliance, solution high availability and information security best practices.

This RFP states the overall scope of the initiative, current technology used, outcomes desired, as well as, desired vendor qualifications, bid criteria and the evaluation process.

The Bank seeks a bidder with a proven track record of delivering the services outlined herein and the capacity to manage timelines and deliverables.

1.2 Types of Proposals

Bidders are limited to one proposal as the prime bidder. Bidders shall be allowed to collaborate with others who may be included as subcontractors on multiple proposals. The result will be one contract between the Bank and the prime bidder. The prime bidder shall be wholly responsible for meeting the requirements of the RFP, for submission of the proposal, and for performance of the entire contract. The Bank will consider the prime bidder to be the sole point of contact with regard to all contractual matters, including payment of all charges resulting from any contracts.

1.3 Contract Terms

The terms of service requested is anticipated to commence within two to four weeks of contract agreement.



1.4 Contract Award

A contract awarded by the Bank will be based upon criteria, standards, and weighting identified in this RFP as applied to the total solution proposal. Each bidder’s proposal will be considered as a whole solution, without limitation, including all hardware, software and services proposed, qualifications of the bidder and any subcontractors, and cost.

2. Schedule of Events and Definition of Terms

2.1 Schedule of Events

The following table provides the Schedule of Events for this RFP through contract execution. The contract term and work schedule set out herein represent the Bank’s best estimate of the schedule that will be followed. If a component of this schedule (such as the proposal submission deadline) is delayed, then the rest of the schedule will be adjusted as needed.

Table 3-1-1: Schedule of Events		
EVENT	DATE	TIME (EDT)
Request for Proposal Issue Date	October 8, 2019	
Deadline for Submitting Questions	October 17, 2019	4:00 pm
Deadline for Question Responses	October 24, 2019	
Proposal Submission Deadline	November 8, 2019	4:00 pm
Notice of Intent to Award	On or about November 30, 2019	

2.2 Definition of Terms

This RFP uses the following terminology:

- “Bidder” refers to any recipient of this RFP who submits a Proposal. All references that would normally use the words Firm, Vendor, Offeror, or Bidder and Respondent, have been changed to bidder for consistency.



- “The Central Bank” or “CBOB” or “the Bank” refers to the Central Bank of The Bahamas and includes the related entities who are seeking the services described in this RFP, the Bank’s employees, and Independent consultants and vendors retained by the Bank for this Project.
- “Commercially available” means the material or goods must be available from a Bidder that provides ongoing support, maintenance, and licensing. Shareware and public domain software are not considered commercially available.
- “Contract” or “Agreement” refers to a signed agreement for consulting services between the successful Bidder and the Bank.
- “Contractor” refers to the vendor selected as the prime bidder as a result of this RFP.
- “Disaster Recovery” refers to the ability to recover from the loss of a complete system or site, whether due to natural disaster, system failure or malicious intent. Disaster recovery strategies include replication and backup/restoration.
- “Must”, “mandatory” or “required” means a requirement that must be met in substantially unaltered form, for the proposal to receive consideration.
- “Project” refers to the objective of the contract, as a whole, the sum total of all elements of the contract.
- “Proposal” refers to the submission from a bidder in response to the RFP for the design, development, implementation, licensing and software maintenance of the requested Surveillance Solution.
- “RFP” refers to this Request for Proposal.
- “Services” refer to labor, resources and materials provided by the Contractor, as required to execute the Agreement.
- “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.
- “Solicitation” refers to the invitation by the Bank or proponents to submit formal quotations, bids, tenders, proposals or statements of qualifications in direct response to the invitation.
- “Subcontractor” refers to the party contracted with the prime bidder to deliver part of all of the solution and has no direct contractual relationship with the Bank.
- “Successful” or “winning bidder” means the successful proponent to this Request for Proposal who enters into a written contract with the Bank.
- “Supplier” refers to an individual, Bidder, consultant, or group awarded an agreement under a Bank solicitation invitation.

3. Proposal Instructions, Content, and Format



3.1 Proposal Inquiries

All inquiries, interpretations, or clarifications, either administrative or technical, regarding this RFP, must be requested by email no later than the date indicated in the Schedule of Events. All non-proprietary written questions will be answered in writing and conveyed to all bidders. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be sent electronically to:

Tenders' Committee

Central Bank of The Bahamas

Subject Line: **IT2019011 Microsoft Exchange Migration Services Request for Proposals**

via E-Mail: tenders@centralbankbahamas.com

3.2 Delivery of Proposal

Electronic copies of the proposal must be received on November 8, 2019, at or before 4:00 pm EDT. Faxed, hardcopy or oral proposals will not be accepted and could result in disqualification.

A bidder's failure to submit its proposal within the submission timeline will disqualify the proposal. Late proposals or amendments will not be accepted for evaluation.

All proposals submitted in response to this RFP must consist of a single electronic version of the proposal, including all required attachments (may be separate electronic documents but clearly identified), and be accompanied by a scanned and signed transmittal letter described in [Section 3.15.2: Transmittal Letter](#). The Cost Proposal ([Section 3.15.7](#)) must be submitted as a separate electronic document.

3.3 Required Review

Bidders should carefully review this solicitation for defects and questionable or objectionable material. The Bank must receive comments concerning defects and objectionable material at least five (5) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help to prevent the opening of a defective solicitation and exposure of bidders' proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Bank, in writing, at least five (5) days before the time set for bid opening.



3.4 Errors and Omissions

If prior to the date fixed for submission of Proposal a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, the bidder shall immediately notify the Bank of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice to all active bidders, without divulging the source of the request for it.

3.5 Addenda

The Bank may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to its website. Addenda will be numbered consecutively as a suffix of the RFP Reference Number.

3.6 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline, unless they are in response to the Bank's request.

3.7 Right of Rejection

Bidders must comply with all of the terms of the RFP and all applicable laws governing the Commonwealth of The Bahamas.

The Bank may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Bank may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work;
- do not constitute a substantial reservation against a requirement or provision.



The Bank reserves the right to refrain from making an award if it determines that to be in its best interest.

3.8 Subcontractors

Subcontractors may be used to perform work under this contract. If a Bidder intends to use subcontractors, the bidder must identify the following in the proposal:

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;
- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;
- e. A written statement signed by each proposed subcontractor, that clearly verifies that the subcontractor agrees to the terms of this RFP and is committed to rendering the services required by the contract.

N.B. The subcontractor must also comply with Section 3.10: Bidders Certification as outlined in this document.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Bank. If subcontractors are used, the prime bidder retains all responsibility for full delivery of all requirements of this RFP.

3.9 Conflict of Interest

Each proposal shall include a statement in the transmittal letter indicating whether or not the bidder or any individuals working on the contract has a possible conflict of interest (e.g., employed by the Bank) and, if so, the nature of that conflict.

The Bank reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the integrity of the solution by the bidder. The Bank's determination regarding any questions of conflict of interest shall be final.

3.10 Bidders Certification

By signature on the proposal, bidders certify that they comply with:

- a. the laws of the Commonwealth of The Bahamas (including N.I.B. certificate, V.A.T. compliance and a valid Business License);
- b. all terms and conditions set out in this RFP;
- c. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;



d. the requirement that the offers will remain open and valid for at least 60 days.

If a bidder fails to comply with [a] through [d] of this paragraph, the Bank reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

3.11 Non-collusion

The bidder's signature on a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other bidders and without effort to preclude the Bank from obtaining the best possible competitive proposal.

3.12 Disclosure of Proposal Content

All proposals and other material submitted become the property of the Bank and may be returned only at its option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued.

Trade secrets and other proprietary data contained in proposals may be held confidential, if the bidder requests, in writing, that the Bank does so, and if the Bank officer agrees, in writing, to do so. Material considered confidential by the bidder must be clearly identified and the bidder must include a brief statement that sets out the reasons for confidentiality.

3.13 System Demonstrations

The Bank reserves the right to require a bidder to make system demonstrations of their proposed solutions onsite at its main office in Nassau, The Bahamas. All costs associated with a demonstration shall be borne entirely by the bidder.

3.14 Proposal Format

Vendors must organize their proposals in the following format:

- Cover Page
- Transmittal Letter
- Table of Contents
- Executive Summary (concise overview of solution proposed)
- Introduction, Bidder's Background, Experience and References



- General System Design, Functional Specifications, and Implementation Approach (including responses to questions in [Section 4.3 General Requirements and Specifications](#))
- Cost Proposal
- Draft contract with the proposal based on information in the RFP
- Copy of valid Tax Compliance Certificate
- Copy of current Business License
- Attachments

The bidder must provide a point by point technical response stating compliance or taking exception to any or all sections of this RFP and provide sufficient information to allow the Bank to evaluate the proposal. Any deviations or exceptions to the Bank's requirements should be noted. Incomplete proposals or proposals that do not comply with the Bank's stated requirements may be eliminated from the selection process at the Bank's discretion.

3.15 Proposal Content

Proposals **must** contain the following:

3.15.1 Cover Page

The first page of the bidder's proposal must be a cover page containing the following text:

**CENTRAL BANK OF THE BAHAMAS
INFORMATION TECHNOLOGY DEPARTMENT
RESPONSE TO RFP No. IT2019011
Microsoft Exchange Migration Services**

The cover page must also include the bidder's name, contact person, contact telephone number, address, bank, state, country, zip code, fax number, and e-mail address.

3.15.2 Transmittal Letter

The bidder must submit a signed transmittal letter with its response that includes the items below.

- a. Bidder's legal name and any other name under which the bidder does business; mailing address; street address (for courier mail services); name and title of individual who will sign the contract; name and title



- of the Bidder contact person (if different); and for each key person: direct telephone number, fax number, and e-mail address;
- b. A statement that the individual who signs the transmittal letter is authorized to commit the Bidder;
 - c. A statement that the proposal is effective for a period of **sixty (60) days**;
 - d. A guarantee that prices quoted in the proposal were established without collusion with other bidders and without effort to preclude the Bank from obtaining the best possible competitive price;
 - e. Acknowledgement that the bidder has read this RFP and subsequent amendments;
 - f. A statement indicating whether or not the bidder or any individual working on the contract has a possible conflict of interest;
 - g. A statement identifying all subcontractor and joint venture partners.

3.15.3 Table of Contents

The bidder must provide a table of contents with corresponding page numbers related to its proposal.

3.15.4 Executive Summary

The Executive Summary, which must not exceed five (5) pages, must provide a concise overview of the bidder's proposed solution and services, but must exclude pricing information. Bidders are encouraged to highlight those factors that they believe distinguish their proposals from their competitors.

3.15.5 Introduction, Bidder Background, Experience and References

The bidder must provide an introduction, the background of the bidder and details of the organization's experience providing Microsoft Exchange installation, upgrades and support services. As the Bank will evaluate qualifications of key staff proposed by the bidder, this section should include:

- a. Proposed team organization and the designation and identification of key staff;
- b. Qualification of the candidate for project manager;
- c. Qualifications of candidates for key bidder staff roles i.e. solution design architects, server and storage engineers, etc.; and
- d. References: last three implementations of a similar nature (as described in this RFP).



3.15.6 Project Approach

Bidders are required to provide a detailed statement of work for the project. The submitted statement of work should include the proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the bidder and those to be performed by the Bank.

As part of the statement of work, bidders shall:

- a. demonstrate an understanding of all the requirements listed in this RFP;
- b. describe and illustrate the general system design of the proposed solution;
- c. describe their change management methodology and activities that will be performed during the implementation;
- d. describe their user acceptance methodology and the responsibilities of Bank staff during testing;
- e. describe their training methodology and approach; and
- f. describe how the use of any alternative service delivery models would impact the proposed implementation approach, work plan, and Bank staff level of effort; and
- g. list any issues or concerns preventing their ability to meet the project requirements.

3.15.7 Cost Proposal

As indicated in [Section 3.2: Delivery of Proposal](#), the Cost Proposal must be separated from the remainder of the RFP response documents. The Bank seeks a clear and comprehensive understanding of all costs associated with the acquisition, implementation and ongoing maintenance of the proposed solution. In this section, Bidders must itemize all costs inclusive of all shipping, taxes (e.g. Value Added Taxes and duties). In addition to a detailed cost breakdown, a three-year Total Cost of Ownership worksheet must be completed as part of the cost proposal. A sample of the worksheet can be found in [Section 9](#).

3.15.8 Contract Payment Details

This section should outline, among other things specific to your firm, the following terms and conditions (for further details, see [Appendix B: Pricing Worksheet](#)):

- Total contract sum (inclusive of all taxes and charges)
- Mobilization deposit



- Stage payments
- Final payment
- Retention terms

4. Scope of Work

4.1 Solution Scope

The Bank seeks proposals from qualified bidders for the upgrade of its Microsoft Active Directory and Microsoft Exchange environments. The solution should be must be turnkey and support the highest standards of availability and security. The scope of the RFP includes:

- Topology, Mail Routing, & Client Access Design
- Prep existing Exchange 2010 to upgrade to Exchange 2019
- Prep existing Active Directory servers for upgrade
- Create new Exchange 2019 servers
- Exchange Role Installation
- Exchange 2019 Configuration
- Exchange 2019 High Availability Design and Implementation
- Active Directory High Availability Design and Implementation
- Implement Email encryption such as Transport Level Security (TLS) and Mandatory Transport Level Security (MTLS)
- Testing & Corrections
- Knowledge Transfer
- Mailbox and User Migration
- Verify user mailbox access
- Verify OWA access
- Provide system build and administrator's documentation

The current environment consists of the following:

Microsoft Exchange

- Exchange Server 2010 Version 14.03.0468.000
 - 3 instances – Hub Transport, Client Access, Mailbox
 - 2 instances – Unified Messaging
- 500 Mailboxes



- 120 Distribution Groups
- 1 Replicated Mailbox Database
- 1 Database Availability Group consisting of three servers
- 2 Smart Host
- Supporting Operating System Windows 2008 R2
- Skype For Business Integration- Meeting, Voice Mail etc.

Microsoft Active Directory

- Three (3) Windows Server 2012 R2
- One (1) site
- One (1) domain; no sub-domains
- Domain Functional level- Windows Server 2008 R2
- Provides DNS and DHCP services internally
- Group Policy
- Integrates with third party management tool

The Bank will provide all the software and hardware required for the project. As part of the project, the contractor will provide a recommendation for the hardware and software required for the migration.

4.2 Technical Requirements

- Planning, Architecture and Design of a Highly Available Active Directory and Exchange Server 2019 Environment (provide design document)
- Conduct Network Assessment for the new Exchange Environment and configure any required Network, Proxy and Firewalls for the new messaging environment
- Setup Active Directory and Exchange Server 2019 environment in high availability mode across two (2) data centres.
- Configure and Test Back-up and Disaster Recovery for the Active Directory Exchange Environments
- Configure and Test Email Routing/Mail flow for the new Exchange Environment
- Migrate all users and user mailboxes from existing environments to the new 2019 Active Directory and Exchange Environments
- Configure Outlook Profile for Users and provide assistance to the IT helpdesk for end-user rollout and adoption
- Configure Outlook Anywhere, Outlook Web App, and ActiveSync for mobile access; with support for multifactor authentication.



NOTE: The Bank expects that there will be minimal to no downtime relative to onboarding and migration to both Active Directory and Exchange Mail services.

5. Evaluation Criteria and Vendor Selection

5.1 Proposal Evaluation Weightings

Proposals will be evaluated based on the following weights (100%):

- Project Understanding – 25%
- Vendor Background, Experience & References – 15%
- Implementation Methodology and Approach – 35%
- Solution Cost – 25%

The bidder with the highest combined total points will be selected.

5.2 Rating and Scoring

Proposals will be evaluated and ranked according to the outline below. The evaluation will be based on a 0 to 10 scale. The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score.

Rating	Description
10	Exceeds expectations; Proposal clearly addresses and exceeds requirements, excellent probability of success.
8	Somewhat exceeds expectations; Proposal addresses all requirements, very good probability of success.
6	Meets expectations; Proposal addresses basic requirements, good probability of success.
4	Somewhat meets expectations; minor weakness or deficiencies, Proposal partially addresses requirements, fair probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

5.3 Planned Evaluation Steps

The Bank plans to use the following multi-tiered process:

- Initial screening; see [Section 5.3.1](#).
- Preliminary evaluation of the written proposals and reference checks.



- Final evaluation of proposals.

5.3.1 Initial Screening

The Bank will conduct an initial screening step to verify bidder compliance with submission requirements. A proposal that fails to satisfy the minimum standards shall be considered nonresponsive and disqualified from the proposal evaluation process.

5.3.2 Evaluation of Written Proposals

The Bank will establish a Proposal Evaluation Committee composed of Bank employees and inclusive of subject matter experts to evaluate proposals received in response to this RFP.

5.3.3 Final Evaluation

The Bank will conduct final evaluations as a culmination of the entire process of reviewing bidder proposals and information gathering.

5.4 Proposal Evaluation

In evaluating the proposals submitted, the Bank will apply the "Best Value" standard based upon the criteria and standards contained in this RFP and from applying the weightings listed in [Section 5.1](#) above as well as the considerations listed below. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to the Bank, in the sole judgment of Bank.

1. The quality and range of services the Bidder proposes to provide.
2. The extent to which the goods or services meet the Bank's needs.
3. The bidder's overall experience, reputation, expertise, stability and financial responsibility.
4. The bidder's past relationship with the Bank, if any.
5. The experience and qualifications of the staff that will be assigned to implement the solution and service the Bank's account. This should be accompanied with evidence of the relevant industry certifications.
6. The ability to provide service in an expedient and efficient manner.
7. Quality and range of management and performance reports.
8. Vendor's financial terms offered to the Bank.
9. The training options available and the supported delivery formats.



10. The total, long-term cost to the Bank to acquire the vendor's goods and services.
11. The ability to demonstrate how the solution will meet the requirements outlined.
12. Service Level Agreement (Triage and Response Times)
13. Any other relevant factor that the Bank would consider in selecting a supplier.

Reference checks will be used to refine and finalize preliminary scores.

5.4.1 Converting Costs to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the methodology set out below. In the generic example below, cost is weighted as 25 percent (25%) of the overall total score.

Example - Formula Used to Convert Cost to Points

[STEP 1] - List all proposal prices

- Bidder #1 - \$140,000
- Bidder #2 - \$142,750
- Bidder #3 - \$147,500

[STEP 2] - Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Bidder}) \times (\text{Maximum Points for Cost})]}{\text{(Cost of Each Bidder Proposal)}} = \text{POINTS}$$

The RFP allotted 25% (25 points) of the total of 100 points for evaluation.

Bidder #1 receives 25 points. The reason they receive that amount is because the lowest cost proposal, in this case \$140,000, receives the maximum number of points allocated to cost, 25 points.

Bidder #2 receives 24.52 points, i.e., $\$140,000 \times 25 = 2,800,000 \div \$142,750$

Bidder #3 receives 23.73 points, i.e., $\$140,000 \times 25 = 2,800,000 \div \$147,500$

6. Standard Proposal Information



6.1 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the Bank.

6.2 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the Commonwealth of The Bahamas. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Supreme Court for the Commonwealth of The Bahamas.

6.3 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

6.4 Supplemental Terms and Conditions

Proposals must comply with [Section 3.7: Right of Rejection](#). However, if the Bank fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminishes the Bank's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

- a. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail.
- b. If the Bank's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

6.5 Clarification of Offers

To determine if a proposal is reasonably susceptible for award, communications to clarify uncertainties or eliminate confusion concerning the contents of a proposal are permitted between the Bank or the Proposal Evaluation Committee and a bidder. Clarifications may not result in a material or substantive change to the proposal. The



evaluation by the Bank or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

6.6 Discussion with Bidders

The Bank may conduct discussions with bidders for the purpose of ensuring full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Bank. Discussions will only be held with bidders who have submitted a proposal deemed reasonably susceptible for award by the Bank. Discussions, if held, will be after initial evaluation of proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Bank may set a time for best and final proposal submissions from those bidders with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If a bidder does not submit a best and final proposal or a notice of withdrawal, the bidder's immediate previous proposal is considered the bidder's best and final proposal.

Any oral modification of a proposal must be made in writing by the bidder.

Bidders with a disability needing accommodation should contact the Bank prior to the date set for discussions so that reasonable accommodation can be made.

6.7 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered **must** include the delivery costs, inclusive of all taxes, shipping and duties, to the Bank's main office in Nassau, The Bahamas. The Bank will **not** be responsible for storage fees prior to installation and commissioning of the solution.

6.8 Contract Negotiation

After final evaluation, the Bank may negotiate with the bidder of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposal and limited to those items, which would not have an effect on the ranking of proposals. If the highest-ranked bidder fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Bank may terminate negotiations and negotiate with the bidder of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at the Bank's main office in Nassau, The Bahamas.



If the contract negotiations take place in Nassau, The Bahamas, the bidder will be responsible for their own travel and per diem expenses.

6.9 Failure to Negotiate

If the selected bidder:

- a. fails to provide information required to begin negotiations in a timely manner.
- b. fails to negotiate in good faith.
- c. indicates they cannot perform the contract within the budgeted funds available for the project.
- d. and the Bank, after a good faith effort, simply cannot come to terms, then the Bank may terminate negotiations with the bidder initially selected and commence negotiations with the next highest-ranked bidder.

6.10 Notice of Intent to Award

After the completion of contract negotiation, the Bank will issue a written Notice of Intent to Award (NIA) to the successful and send copies to all bidders. The NIA will set out the names of all bidders and identify the proposal and supplier selected for award.

7. Standard Contract Information

7.1 Contract Approval

This RFP does not by itself obligate the Bank. The Bank's obligation will commence when the Governor of the Central Bank or the Governor's designee, in accordance with internal procedures approves the contract. Upon written notice to the Contractor, the Bank may set a different starting date for the contract. The Bank will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Bank.

7.2 Proposals as Part of the Contract

The RFP and the successful proposal may be incorporated into the contract agreement.

7.3 Additional Terms and Conditions

The Bank reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.



7.4 Proposed Payment Procedures

The Bank will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. Payment will only be made after the Bank's project manager approves the progress report and invoice. The Bank will not pay in full for hardware, software or services until received by the Bank.

7.5 Retainer

A withholding (retainer) of 15 percent (15%), will be taken off every invoice amount paid to the supplier under this contract. This accumulated balance will be paid at the end of the project, as defined in the final contract.

7.6 Contract Payment

No payment will be made until the contract is approved by the Governor of the Central Bank or the Governor's designee. Under no conditions will the Bank be liable for the payment of any interest charges associated with the cost of the contract.

The Bank is not responsible for and will not pay taxes. All costs associated with the contract must be stated in Bahamian currency.

7.7 Contract Personnel

Any change of the project team members named in the proposal must be approved by the Bank's project manager, two weeks in advance and in writing. Personnel changes that are not approved by the Bank may be grounds for the Bank to terminate the contract.

7.8 Inspection and Modification

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Bank's project manager.

The Bank may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the Bank's project manager determine that corrections or modifications are necessary in order to accomplish its intent; the Bank's project manager may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Bank to terminate the contract. In this event, the Bank may require the contractor to reimburse



monies paid by the Bank (based on the identified portion of unacceptable work received) and may seek associated damages.

7.9 Termination for Default

If the Bank's project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Bank may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

7.10 Schedule Delay Penalty

The Bank will include scheduled delay penalty in this contract to assure the timely completion of all major milestones. For the purposes of this contract, the Bank and bidder will agree to a set penalty rate. If the contractor fails to complete the milestone by the scheduled date identified in the approved project plan, the Bank retains the right to assess this daily penalty for each day that each milestone is late. In the event the delays are associated with the bank's resources, the contractor will not be penalized.

7.11 Contract Changes – Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work that is not currently included in this RFP. That work will be within the general scope of the initial contract. When additional work is required, the Bank's project manager will provide the contractor a written description of the additional work and request the contractor to submit a time schedule for accomplishing the additional work and a price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the Bank's project manager has secured any required Bank approvals necessary for the amendment and issued a written contract amendment approved by the Governor of the Central Bank or the Governor's designee.

7.12 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.



8. Appendix B: Pricing Worksheet

For all available deployment models, bidders must provide an itemized listing of all hardware, software and services required to meet the specifications outlined in this request for proposal using the worksheet below. Costs must include any and all taxes (e.g. Value Added Tax), shipping and duties.

Price Description	Estimated Days	Non-Recurring (Base)	Recurring (Annual)	Comments
Product Costs				
Hardware Cost				
Software Licensing				
Another Licensing & Per Feature Cost				
Maintenance/Support				
Implementation Services				
Exchange Migrations Services				
Active Directory Migration Services				
Project Management				
Documentation & Training				
Other Implementation Services <i>(Include description in comments)</i>				
Miscellaneous Costs <i>(Include for each in comments)</i>				
TOTAL				

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software: List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.

Documentation & Training: List, describe, and record the cost of developing/delivering the required technical, administrative and end-user documentation for the proposed solution. Please also include all training fees associated with your proposed solution.

Support/Maintenance: List, describe and record the ongoing costs associated with the maintenance, support and operation of your proposed solution.

Implementation: Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.

Miscellaneous: List and describe any other costs associated with your proposed solution.