



Cayman Islands Government

Request for Proposal

PROCUREMENT OF PROJECT MANAGEMENT AND CONSULTANCY SERVICES TO ASSIST THE CUSTOMS DEPARTMENT WITH THE PROCUREMENT AND IMPLEMENTATION OF A MOBILE X-RAY CONTAINERIZED CARGO/VEHICLE SCANNER SYSTEM

RFP NO.: CUS1001

Date of Issue: Monday 6th December 2010

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1 OVERVIEW

The Ministry of Finance, Tourism & Development (the Ministry) on behalf of the Government of the Cayman Islands invites you to submit tender proposals for the provision of Project Management and consulting services to assist in the management of the procurement, delivery, installation, implementation and commissioning of a mobile X-ray cargo/vehicle scanner system with the goal of implementing this system by June 31st, 2010.

The "Project" comprises the procurement of a mobile X-ray cargo/vehicle scanner system that will not only increase efficiency with regards to inspecting a larger volume of shipping containers, but will vastly increase the Customs Department's detection rates for prohibited and restricted items.

Other ancillary benefits to be derived from the implementation of this project will include:

- Increased efficiency with inspecting a larger volume of imported/exported and in-transit containers.
- Increased chances of detecting prohibited and restricted items and misrepresentation of Customs goods.
- Improvement and simplification our processes and procedures
- Enhanced services to the business community.
- Enhanced ability and effectiveness of staff to perform their jobs.
- Facilitation of crime prevention and reduction.
- Provision of support to the RCIPS in police operations on the road network at strategic locations.
- Provision of a flexible, reliable technology base for the future.

Organizations shall demonstrate their ability to manage the project to the requirements and timeframes mentioned herein and provide an adequate number of staff having suitable skills, knowledge and experience to achieve completion of the required works and services.

The Government of the Cayman Islands nominates the Collector of Customs or any person acting for him as the Government's representative. The Collector has appointed a Procurement Officer (hereinafter called the "PO" as his representative from whom all instructions will be sought including any questions in connection with this invitation. The PO shall be:

Jeff Jackson

H.M. Customs

Cayman Islands Government

who may be contacted by Phone +1(345) 949-4579, or Fax: +1(345)949-1573

or Email: jeff.jackson@gov.ky

Any general queries or uncertainties of interpretation arising from the tender documents should be brought to the attention of the PO in writing at the earliest opportunity and will only be accepted up to 72 hours prior to the closing time for the return of Tenders.

2 SERVICES TO BE PROVIDED

2.1 Project Goals

The successful proposer will assist the Custom Department Procurement Officer with the procurement, installation, implementation, commissioning, operations, consulting on image expertise and scanner optimization, audit and training, and managing the project throughout bringing specific in-depth expertise on related scanner systems.

The goal of the Project Manager and consultant is to provide the following:

1. Audit and Site study
2. Assist with the Tendering process
3. Project overview and technical assistance
4. Commissioning (Factory and Site)
5. Operational set up and monitoring of training

3 CURRENT ISSUES

Attempts to illegally import drugs, firearms and other prohibited and restricted goods in containerized cargo through the ports have recently increased. Government revenue is also lost with the misrepresentation of Customs goods and it is believed that the procurement and implementation of an X-ray scanner system would be a valuable tool in both detecting offences and deterring criminal elements.

This RFP is therefore written to provide information in regards to the procurement of Project Management and consultancy services related to the procurement of a mobile X-ray cargo/vehicle scanner system to enhance our maritime ports in an effort to reduce the impact of drugs and weapons in the Cayman Islands.

3.1 Functional Requirements

The Tenderer will perform all responsibilities defined in this RFP throughout the term of the contract.

The successful Tenderer will be responsible for:

1. Gathering detailed and reliable data on volumes of containers entering and leaving the ports.
2. Studying main threats, cargo types and main seizures of the past years.
3. Mapping the flows and the clearance processes.
4. Identifying the parties involved in the scanner operations, from technical to health and safety perspective up to financing concerns.
5. Identifying the current business processes and Information Technology (IT) systems available.
6. Recording H.M.Customs requirements and constraints such as pre and post scanning processes, risk management, data entry and reporting system.
7. Reviewing H.M.Customs position on the whole project: recommended technologies and hardware, timelines, budget.

8. Comparing different scanner(s) locations, assess impact on traffic flows, neighboring, reorganization of processes, manual search and other government entity's processes.
9. Defining the specifications of the required scanner(s) so that there are minimal impacts to traffic flows and trade– Assess the different scanner types, performances, brands and options.
10. Establishing initial workflow proposals and procedures to define the scanner(s) integration within the Customs and logistic structures, outlining the management of suspected containers and, in particular, the duration of each step, from the request for scanning of HMC through to the way to the manual search processes.
11. Designing a globally recommended IT configuration.
12. Determining the resource and organization needed to operate the scanner(s) i.e.
 - number of staff, skills, roles and responsibilities; training program.
13. Designing initial Health & Safety organization
14. Assist with the design of a building facility to store the mobile scanner system, parts, tools, manual search area and, rooms for the operators.
15. Advising on cost related to selected scenario
16. Formally identifying potential scanner manufacturers
17. Writing the technical aspect of the Request For Tender and assisting HMC in the management of the whole process, i.e. sending it out, answering questions, receiving, analyzing and comparing responses and recommending a solution.
18. Constructing an evaluation grid based on the HMC context
19. Presentation and debate of the RFT results
20. Assisting in contract negotiations
21. Updating the design documents as per the manufacturer's solution

Once the manufacturer has been selected, the successful proposer will assist HMC with the scanner detailed design and manufacturing processes follow-up, factory acceptance, packing and transport, installation and testing and site commissioning. It is expected that the Proposer will further assist for a period of three months following the system going live. The main tasks are as follows:

1. To assist in following key project milestones such as.
 - Detailed design and reporting;
 - Packing and transport definition and execution;
 - Compliance with national Health & Safety standards, import / export Licenses constraints;
 - Building and site development survey.
2. To carry out factory and on-site systems tests and commissioning, from components inventory to performance verification using appropriate test toolkits to measure image quality, radioprotection, conformity to standards, etc.,
3. To assess conformity of system risk and Health & Safety requirements with Cayman regulations (radioprotection, fire, mechanical, electrical, sanitary, etc.)

and get license to operate (mandatory local training not included).

4. To prepare the operations:
 - To write Health and Safety program and procedures, recovery protocols and emergency response;
 - To define Health and Safety tools definition and supplies (signs, beacons, dosifilms, personal security equipments, etc) to be purchased by HMC or supplied by successful tenderer;
 - To setup a reporting system with qualitative and quantitative indicators on System and Human aspects;
 - To write the working procedures definition for each job position;
 - To assist in handling procedure write-up for scanner, manual search and container sealing;
 - To assist in recruitment;
 - To assist in change management;
 - To assist in public and stakeholders communication
5. To audit the manufacturer training program and, where necessary, complement it by: Radiation safety certifications training and awareness (Radio Protection Advisor, etc)
 - Image interpretation sessions using real case scenario or our Image Simulator to certify the operators
 - Additional modules on system operations, maintenance, mandatory certifications etc. when necessary or if required by Cayman regulations
6. To conduct post-implementation reviews up to three months after go live.

3.1.1 Specific Skills

The Tenderer will propose a staff team with the most appropriate experience and expertise to address the requirements of this RFP. The Tenderer must also include the number of years of experience the company has in X-ray scanner delivery for the similar product. The team should comprise of individuals with the following experience and qualifications:

1. Evidence that the technical personnel included on the organization's staffing plan for the project and who are recommended for selection, possesses the following experience:
 - a. Prove to have extensive experience in scanner systems and operations; and
 - b. senior project managers must prove to have extensive experience in documentation, X-ray scanner provisioning, supplying, delivery, installation, implementation, legal and financial experience, follow-up and operations of scanner systems; and
 - c. have worked on scanner projects in excess of CI\$5m.

The team will be evaluated based on the teams' overall expertise, experience, and number of members. It is in the Tenderers' best interests to propose a Project team with a combination of the best skills and most extensive experience necessary to address the requirements of the RFP.

Proposals will include resumes of all Project staff to be assigned to this Project. The resumes will show employment history for all relevant and related experience, and all education and degrees (including specific dates, names of employers, and educational institutions). The document should also include an overview of the company's history, business development and ownership.

The company must also confirm that all services are in-sourced within their company and provide the business address where these services will be performed. Full disclosure is required as to the company's type of client base and customers who uses this equipment. The data management and security processes must also be disclosed. Please disclose all of your Company's past, present or known future direct or indirect affiliation with other companies/businesses within the Cayman Islands

3.1.2 Resources

The Tenderer's proposed key staff must be available at any time required during the Project. Proposals should be inclusive of costs for transportation, lodging, and per diem costs that may be required for any site visits by Customs or Ministry staff.

3.2 Deliverables

3.2.1 Standards

The Cayman Islands Government must approve all deliverables for each activity, before the activity in question will be considered complete.

The Tenderer is expected to provide details of the actions necessary to produce the deliverables and to obtain Government approval. In addition, the Tenderer should use examples, spreadsheets, Project planning, and pro forma reports to describe the format and content of the deliverables.

All Tenderers are required to provide all hardware and software needed to create all deliverables in this RFP. This includes all necessary supplies, equipment, and staff support required to generate these deliverables.

All deliverables and correspondence produced in the execution of this RFP must be clearly labeled with, at a minimum, Project name, deliverable title, deliverable tracking or reference number, version number and date.

3.2.2 Required Review

Tenderers should carefully review this solicitation for defects or omissions. Comments concerning defects and omissions must be made in writing and received by the Procurement Office by the time and date indicated. This will expedite issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and unnecessary exposure of Tenderer's proposals, upon which an 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 Evaluation Committee, in writing, before the time indicated.

3.2.3 Evaluation Criteria and Weightings

The criteria listed below have been drafted to accord with Regulations 36 to 39 of the Financial Regulations (2008) and subsequent revisions. The integrity of the public sector and its authorities relies on all tenders being evaluated fairly and impartially against the eligibility criteria stated in the advertisement and this documentation. The evaluation criteria require that all tenders be subject to an overriding requirement to ensure value for money. Tenders will be evaluated by an Evaluation Committee. Tenders meeting the eligibility requirements will also be evaluated against the following set of evaluation criteria.

Response Weighting Formula	Percentage
ADMINISTRATION/MANAGEMENT SUPPORT SERVICES	20%
EXPERIENCE	20%
TIMING	5%
PRICE	50%
OTHER CONSIDERATIONS	5%
Total	100%

3.2.4 Joint Ventures

Joint ventures will not be allowed in response to this procurement. For the purposes of this procurement, a joint venture is defined as follows:

A risk sharing partnership arrangement of two (2) or more Tenderers, who have teamed together to address a Project's set of contracted services. In this type of partnership, no single Tenderer assumes the lead role of "prime contractor" over one or more partner "subcontractors".

However, the use of subcontractors by the successful Tenderer is allowed, as long as the successful Tenderer is the sole prime contractor. Planned involvement or actual use of subcontractors on this Project must be approved by the Government of the Cayman Islands in writing before any involvement of the subcontractor in Project activities. If subcontractors are approved, the successful Tenderer to this RFP will be the sole point of contact for all efforts on this Project.

3.2.5 Conflict Of Interest

Tenderers must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The Government of the Cayman Islands 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 objectivity of the Tenderer's proposal. The CI Governments' determination regarding any questions of conflict of interest will be final.

3.2.6 Offer Held Firm

Proposals must remain open and valid for at least 90 calendar days from the deadline specified for submission of proposals. In the event an award is not made within 90 calendar days, the Government will send a written request to all Tenderers deemed eligible for award asking Tenderers to hold their price firm for a longer specified period of time.

3.2.7 Tenderer's Certification

By signature on the proposal, Tenderers certify that they comply with all of the following:

- The laws of the Cayman Islands
- All terms, conditions, and requirements set forth in this RFP
- A condition that the proposal submitted was independently arrived at, without collusion
- A condition that the offer will remain open and valid for the period indicated in this solicitation

If any Tenderer fails to comply with the provisions stated in this paragraph, the Government reserves the right to reject the Bid Proposal, terminate the contract, or consider the Tenderer in default.

3.2.8 Government Not Responsible For Preparation Costs

The Cayman Islands Government will not pay any cost associated with the preparation, submittal, or presentation of any proposal.

3.2.9 Rights Reserved

The Government of the Cayman Islands has every intention to award a contract as a result of this RFP. However, issuance of this RFP does not commit the Government of the Cayman Islands to award a contract. The Cayman Islands Government reserves the right to:

- Cancel the RFP;
- Reject any or all proposals received in response to this RFP;
- Award part or all of the RFP services to one or more Tenderers;
- Waive provisions of the RFP that are determined to be inconsequential;
- Not award, or terminate any contract if it is determined that adequate funding is not available; and
- Award major service sections of this RFP to multiple Tenderers.

All materials submitted in response to this RFP become the property of the Cayman Islands Government and should be appended to any formal documentation, which would further define or expand any contractual relationship between the Government and Tenderer resulting from this process.

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

Tenderers may not qualify the proposal. If a Tenderer does so, the Evaluation Committee may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

The Evaluation Committee 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, or,
- Do not constitute a substantial reservation against a requirement or provision.

The Cayman Islands Government reserves the right to reject any Tenderer or Bid Proposal determined to be non-responsive. The Government also reserves the right to refrain from making an award if it determines that to be in its best interest.

3.2.10 Supplemental Terms and Conditions

Bid Proposals including supplemental terms and conditions will not be accepted. Any proposals with supplemental conditions that conflict with those contained in this RFP or that diminish the Government's right's under any contract resulting from the RFP will be considered null and void. The Government is not responsible for identifying any conflicting supplemental terms and conditions that have been submitted in Bid Proposals before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the Bid Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
2. If the Government's rights would be diminished as a result of application of a supplemental term or condition included in the Bid Proposal, the supplemental term or condition will be considered null and void.

3.2.11 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Cayman Islands Government and may be returned only at the Government's option. All proposals and related information, including detailed

cost information, will be held in confidence until an award is made.

After award, proposals will be subject to the Government's Freedom of Information Law. Records are closed or confidential only if specifically stated in law. Tenderers may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the Tenderer must be clearly identified, and the Tenderer must include a brief statement in their transmittal letter that sets out the statutory basis for confidentiality. The Evaluation Committee will respond to the Tenderer's request, in writing, with a written determination whether the information is an exception to the Freedom of Information Law, and the information will be processed appropriately.

3.2.12 News Releases

News releases related to the contracts awarded from this RFP may only be made with prior approval of the Government of the Cayman Islands.

3.2.13 Contract Negotiation

After final evaluation, the Evaluation Committee may negotiate with the Tenderer of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked Tenderer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Government may terminate negotiations and negotiate with the Tenderer of the next highest-ranked proposal. When contract negotiations are held, the Tenderer will be responsible for all cost including its travel and per diem expenses.

3.2.14 Notice of Intent to Award - Tenderer Notification of Selection

After the completion of contract negotiation, the Evaluation Committee will issue a written Notice of Intent to Award and send copies to all Tenderers. The Notice of Intent to Award will set out the names and addresses of all Tenderers and identify the proposal selected for award. The scores and placement of other Tenderers will not be part of the Notice of Intent to Award.

The successful Tenderer named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the Project until both the successful Tenderer and the Government sign the contract.

4 PROCUREMENT PROCESS

4.1 Timelines

The procurement schedule of events set out herein represents the Cayman Islands Government's best estimate of the schedule that will be followed. If any component of this schedule is delayed, such as the closing date for receipt of proposals, dependent tasks in the rest of the schedule will be shifted by the same number of days. The present planned procurement schedule of events is as follows:

Table 1: Procurement Schedule of Events

Task	Key Procurement Task	Date
1.	Issue RFP	December 06, 2010
2.	Closing Date For Receipt of Bid Proposals and Amendments to Bid Proposals	December 22, 2010
3.	Tenderer Presentations	January 5th, 2011
4.	Evaluation and recommendation	January 7, 2011
5.	Contract Approval and Execution of Contract	January 12, 2011
6.	Service Begins	January 13, 2011

4.2 Procurement Requirements

The Tenderer's proposal must address all services described in this RFP as a consolidated set of services. Proposals will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFP. Only those proposals that include complete information as required by this RFP will be considered for evaluation. The Cayman Islands Government is not obligated to solicit information if it is not in the Tenderer's proposal.

Each Tenderer, by making a proposal, represents that (1) this document has been read and constitutes acceptance of the terms, conditions, criteria, and requirements set forth in this RFP; and (2) the proposal submitted is based upon the understanding of the specifications and requirements described in this RFP.

4.2.1 Proposal Submission Deadline and Packaging

The proposal package must contain two separate parts: (a) Tenderer's proposed solution, and (b) Cost proposal. Each part must be sealed and clearly labeled to indicate whether it contains the Tenderer and proposed solution or cost proposal as well as the RFP name. Tenderers must ensure that no reference to cost is made in part (a) Tenderer and proposed solution.

Each proposal must be submitted as one original and four copies. Use 8 ½ x 11 white paper only, with each page numbered consecutively.

Tender documents will be available for collection from 09:00a.m. – 4:00 p.m. starting Friday 03rd December, 2010 from the offices of H.M. Customs Department, 42 Owens Roberts Drive, Grand Cayman or can be downloaded from the web-site www.customs.gov.ky and must be returned no later than 01.15 pm local time on 22nd, December, 2011. Tender award is scheduled for on or about 12th January, 2011. Project commencement is scheduled on or about 13th January 2011 with project completion on or about 31st June 2011. The tender documents will state the criteria by which tenders will be evaluated.

Proposals can be e-mailed or submitted in sealed packages or envelopes and clearly marked with the due date and the statement "Cayman Islands Government on behalf of the Customs Department Request For Proposal" **PROCUREMENT OF PROJECT MANAGEMENT AND CONSULTANCY SERVICES TO ASSIST THE CUSTOMS DEPARTMENT WITH THE PROCUREMENT AND IMPLEMENTATION OF A MOBILE X-RAY CONTAINERIZED CARGO/VEHICLE SCANNER SYSTEM.** Tenderers who mail proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals. Proposals received after the deadline will not be accepted for consideration.

Interested parties can send proposals via e-mail to: **Jeff.jackson@gov.ky, Attn: Mr. Jeff Jackson**
Assistant Collector of Customs/Customs Procurement Officer.

or mailed to:

**H.M. Customs Department
Cayman Islands Government
42 Owen Roberts Drive
P.O. Box 898
Grand Cayman KY1-1103
Cayman Islands**

No later than the 22nd, December 2010

4.2.2 Discussions/Negotiations/Awards

By submission of a response to this solicitation, the Tenderer agrees that during the period following issuance of the solicitation and prior to the final award of contract, the Tenderer will not discuss this procurement with any party.

The Cayman Islands Government reserves the right to make multiple and/or partial awards.

4.2.3 Proposal Validity

The Tenderer must certify that the proposal and associated costs are valid for 90 days after the proposal submission date of this RFP.

4.2.4 Addendum to RFP

In the event that it becomes necessary to revise any part of this RFP due to inquiries raised or other reasons, an addendum to this RFP will be provided to all Tenderers.

4.2.5 Errors in Preparation

The Proposal Evaluation Committee has the right to rely on cost proposal provided by Tenderers. The Tenderer may be responsible for any mathematical error or incorrect extension of any calculations leading to Tenderer's cost proposal. The Proposal Evaluation Committee reserves the right to reject proposals that contain errors.

4.2.6 Proprietary Material

The cost proposal submitted in the Tenderer's proposal will include any allowance for royalties or fees to be paid to outside parties for rights to use any proprietary material and should be so identified in the Cost Proposal.

4.2.7 Warranty and Support Services

Notwithstanding prior acceptance by the Government of the Cayman Islands of any deliverables under any contract resulting from this RFP, the Tenderer expressly warrants all documentation, reports, and other items as correct and complete with the terms of the contract.

Upon recognition of an error, deficiency or defect on behalf of the Tenderer, the Government will notify the Tenderer in writing citing the specific deficiency. The Tenderer will, within ten (10) days of receipt of such notice, respond with a plan to correct any deficiencies cited in correspondence. If the plan is inadequate to correct the deficiency, or if the Tenderer fails to implement the plan, or to correct the error, deficiency or defect, or the error recurs, the Government may, at its option, act to correct the problem. The Tenderer will be required to reimburse the Government within 30 days for any such costs incurred or the Government may consider this to be cause for breach of contract.

4.3 Proposal Format

The proposal must be presented in the format described in the following Section.

4.3.1 Cover Letter With Authorizing Signature

The cover letter must summarize the firm's interest in the RFP and contain a signature of an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

The cover letter must also contain the name, street address, telephone number, fax number, web site URL, and e-mail address of the proposing firm. In addition, the cover letter must disclose the Tenderer's legal status: sole proprietor, partnership, corporation, Limited Liability Company, etc.

4.3.2 Table of Contents

Each complete proposal must include a table of contents, identifying the required components and page numbers.

4.3.3 Tenderer Qualifications

The proposal will demonstrate that the company has the relevant experience providing the services for which they are submitting a proposal, and that the staff proposed for positions on this Project has the

appropriate knowledge and experience obtained on Projects of similar nature, size, and scope.

The Cayman Islands Government may require substitution/replacement of any key personnel assigned to the Project if it determines that person does not possess the skills necessary to satisfactorily complete the tasks assigned.

To demonstrate qualifications, the Tenderer must provide the following:

- **Company Experience**

Proposals must provide a statement explaining corporate and staff knowledge in the specific areas on which the company is submitting a proposal. Experience preferably will be from the last five years, although earlier experience may be submitted if it demonstrates continuity of services over a broad span of years.

- **Related Experience**

Proposals must describe similar Projects, completed or currently in process, within the past five years that demonstrate the skills and services to be used in this Project. The proposal should include a description of the history of each Tenderer Project. Additionally, the Tenderer will provide the following information related to three previous and/or current contracts, which are considered identical or similar to the requirements of this RFP:

- Name, address, and telephone number of contracting agency;
- The name of the contracting agency Project director who may be contacted for verification of all information submitted. If the Project director is not available as a reference, a suitable substitute and a statement of justification may be included;
- Contracts with government agencies;
- Dates of the contracts; and
- A brief, written description of the specific prior services performed and the outcome of that engagement.

- **Personnel/Staff Experience**

Proposals must provide an assurance that the Tenderer has the staff to produce the Project deliverables. The Tenderer will provide an organizational chart and staffing plan of the individuals proposed to work on this Project.

4.3.4 Proposed Solution

Proposals must address all of the requirements set forth in this RFP, and must describe how the services will be provided. Proposals, which merely offer to provide services, will be considered non-responsive and will not be considered.

4.4 Presentations

After an initial evaluation of Bid Proposals by the proposal evaluation committee, the Government will conduct Presentations with Tenderers who have submitted proposals determined to be reasonably eligible for award. The Government will request that Tenderer finalists make all Presentation of the Bid Proposal's offering. The presentation will be made in the Cayman Islands. The determination of participants, order, agenda, and schedule for the presentations is at the sole discretion of the Government and will be provided during the Evaluation process. Tenderer staff designated as "Key Personnel" in the Tenderer's Bid Proposal will be among those expected to attend.

The Presentation will include appropriate slides, graphics, handouts, and other media selected by the Tenderer to illustrate the Tenderer's Bid Proposal. The presentation shall not materially change the information contained in the Bid Proposal.

If modifications to the scope of work are made as a result of these discussions, they will be put in writing as part of an RFP amendment and Tenderers will be given the opportunity to submit supplements to their original proposals. Material presented in Bid Proposal supplements that materially changes the original submittal will be disallowed.

Following Oral Presentations, Tenderers will provide an electronic copy of their presentation to the Evaluation Committee.

5 PRICING

5.1 Pricing Structure

The Tenderer must outline their pricing structure which must include the following major headings and its associated services

- Cost of all services
- Set-up cost (if any)
- Detail basis of on-going cost and support
- All deliverables must have their prices clearly identifiable

5.2 Pricing conditions

- All quotations shall be in United States Dollars only
- All prices quoted shall be **inclusive of all costs**
- All pricing shall be guaranteed **not to increase**, for the first year and any increases in the subsequent year must be clearly indicated and receive approval upon performance review by HM Customs

5.3 Terms of Payment

The Tenderer must clearly outline the payment schedule it wants the Evaluation Committee to consider

In summary, payment is contingent upon successful completion of Project deliverables, and will be made upon receipt of an invoice from the Tenderer for those completed and approved deliverables. The payment schedule will be finalized during contract negotiations.

The final negotiated cost will not be exceeded.

It is understood that after receipt of an invoice, the Cayman Islands Government will require up to thirty (30) days to process the invoice for payment.

No claim for additional services, not specifically provided herein, will be allowed by the Government except to the extent provided by a valid modification or amendment to this agreement.

5.4 Implementation

The Tenderer must clearly outline its project implementation plan for all aspects of the project and its associated timeframe.

Attachment D - Service Contract Template

The following pages present a sample Service Contract that would be modified per the scope of this RFP and signed by the Cayman Islands Government and the contractor prior to commencement of work.

CONTRACT

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cayman Islands Government, has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, _____, (Tenderer) proposes to provide those services;

NOW, THEREFORE, the State and Tenderer enter into the following:

A G R E E M E N T

I. TERM OF THE AGREEMENT

The term of this agreement will be from the ___day of _____ 20__ through the ___day of _____ 20__. However, this agreement may be terminated with or without cause by either party giving the other party thirty (30) days prior written notice.

II. SCOPE OF SERVICE

The Tenderer agrees to provide a support for a Project Manager and Consultant

- XXXX amount of service hours to be provided
- XXXX amount of support hours to be provided
- XXXX amount of training hours to be provided

III. COMPENSATION

The Cayman Islands Government, upon written request of the Tenderer, agrees to pay the Tenderer \$_____ for completing the scope of service. Total payment under the terms of this agreement will not exceed \$_____. **Final payment requests will be submitted to the Government no later than thirty (30) days after the expiration of this agreement.**

IV. TENDERER'S UNDERSTANDING OF TERM OF FUNDING

The Tenderer understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. TENDERER ASSURANCES

This agreement will be construed according to the laws of the Cayman Islands. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the Cayman Islands Government are obligated and agree to comply with all local laws.

VI. AUTHORITY TO CONTRACT

The Tenderer will not have the authority to contract for or on behalf of or incur obligations on behalf of the Cayman Islands Government. However, the Tenderer may subcontract with qualified Tenderers of services provided that any such subcontract will acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Tenderer agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Tenderer will perform as an independent entity under this agreement. The Tenderer, its employees, agents, or representatives are not employees of the Cayman Islands Government for all purposes. No part of this agreement will be construed to represent the creation of an employer/employee relationship. The Tenderer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Tenderer's activities and responsibilities under this agreement.

VIII. NONPERFORMANCE

Failure by the Tenderer to perform the terms of this agreement will constitute a breach of contract, and will result in the immediate termination of the agreement. In the event of a termination for breach by the Tenderer, the Government may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach, and may also recover from the Tenderer, those amounts already paid for individual items of work which are incomplete at the time of the breach.

However, should a breach by the Tenderer be caused by circumstances, beyond the control of the Tenderer, and no fault of its own, so as to render the agreement impossible of performance by the Tenderer, then the agreement will be terminated. In the event of a breach, by the Tenderer, in such circumstances, the Government may set off, against any liability or obligations owed to the Tenderer, under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach, but will not be entitled to liquidated damages.

The Government will give written notice, to the Tenderer, of the termination, which notice will specify the effective date thereof.

IX. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Government of the Cayman Islands are not obtained and continued at a level sufficient to allow for payments to the Tenderer, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated at the option of the Government, provided that any such termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

X. INDEMNITY

Tenderer agrees to defend, indemnify, and hold harmless the Government of the Cayman Islands, the Customs Department, its officers and employees, from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of this agreement. Tenderer also agrees to defend, indemnify, and hold the Cayman Islands harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation will continue after termination of this agreement.

XI. APPLICABLE LAW

This agreement will be governed by and construed in accordance with the laws of the Cayman Islands.

XII. ASSIGNMENT

Neither Party will assign this agreement and rights without the written approval of the other Party. Such approval will not be unreasonably withheld. This agreement will be equally binding on the respective Parties, their successors and assigns.

XIII. CONFIDENTIAL INFORMATION

The Tenderer agrees not to use or disclose any information it receives from the Cayman Islands Government under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the State. The Government agrees not to disclose any information it receives from the Tenderer which the Tenderer has previously identified as confidential and which the Government determines in its sole discretion is protected from mandatory public disclosure under a specific exception in the Freedom of Information Law. The duty of the Government and the Tenderer to maintain confidentiality of information continues beyond the term of this agreement, including any extensions or renewals.

XIV. OWNERSHIP OF WORK PRODUCT

All work product, equipment or materials created or purchased under this agreement belong to the Government of the Cayman Islands and must be delivered at the Government's request upon termination of this agreement. Tenderer agrees that all materials prepared under this agreement are "works for hire". Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the Cayman Islands Government.

XV. ATTORNEY FEES

In the event a lawsuit is instituted by the Government to obtain performance due to any kind under this agreement, and the Government is the prevailing party, the Tenderer will pay all reasonable attorney fees and costs in connection with the lawsuit.

XVI. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Government does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Government does not waive any right to a jury trial.

TENDERER

By _____ DATE

(TITLE)

**ACKNOWLEDGMENT OF RECEIPT
OF REQUEST FOR PROPOSAL DOCUMENTS**

CUSTOMS RFP NO: CUS1001

FOR: THE PROCUREMENT OF PROJECT MANAGEMENT AND
CONSULTANCY SERVICES TO ASSIST THE CUSTOMS
DEPARTMENT WITH THE PROCUREMENT AND
IMPLEMENTATION OF A MOBILE X-RAY
CONTAINERIZED CARGO/VEHICLE SCANNER SYSTEM

TO: H.M. Customs Department

Collected By:

(PRINT Name)

For and Behalf of:

(Name of Company)

Company Street Address: _____

Company Postal Address: _____

Company Tel or Cell & Fax: _____ Fax: _____

Email Contact address: _____

Date Collected: _____

Please complete at time of
collection or if downloaded

Fax to the Procurement Officer at +1(345)-945-1573,
or email to jeff.jackson@gov.ky