Government of Anguilla

Request for Proposal

For

Immigration System

RFP NO. 01-2004

October 2004

All information in this document must be treated with the strictest confidence.
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<td>3.49</td>
<td>Excessive Downtime</td>
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<td>3.50</td>
<td>Work Site Damages</td>
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</table>

4 **SUBMITTAL REQUIREMENTS**

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4
**List of Abbreviations and Acronyms**

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>ASCUYDA</td>
<td>Automated System for Customs Data</td>
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<td>ATB</td>
<td>Anguilla Tourist Board</td>
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<td>CMO</td>
<td>Chief Minister’s Office</td>
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<tr>
<td>COTGAR</td>
<td>Caribbean Overseas Territories Government Accounting Reform</td>
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<tr>
<td>DITES</td>
<td>Department of Information Technology and E-Government Services</td>
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<td>GDP</td>
<td>Gross National Product</td>
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<td>GoA</td>
<td>Government of Anguilla</td>
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<td>IMM</td>
<td>Immigration Department</td>
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<td>IRD</td>
<td>Inland Revenue Department</td>
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<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>MoF</td>
<td>Ministry of Finance</td>
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<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>SIGTAS</td>
<td>Standard Integrated Government Tax Administration System</td>
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<td>WTO</td>
<td>World Trade Organization</td>
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</table>
1 Organizational Overview

1.1 ORGANIZATIONAL OVERVIEW

The Immigration Department is one of the agencies of the Ministry of Home Affairs of the Government of Anguilla. The Ministry of Home Affairs is headed by the Chief Minister and together with the Permanent Secretary in the Chief Minister’s Office are responsible for policy formulation and overall supervision of the Immigration Department. The Permanent Secretary in the Chief Minister’s Office is also the Accounting Officer for the Department.

The Immigration Department is managed by the Chief Immigration Officer. The powers and functions of this office are enshrined in the Immigration and Passport Act RSA Chapter 15. The rest of the Senior Management Team comprises a Deputy Chief Immigration Officer and five (5) Senior Immigration Officers.

The Senior Management Team supervises a number of Immigration Officers who are the primary contact persons for visitors and residents who use the two (2) seaports of Blowing Point and Road Bay and the Wallblake Airport. In addition there is an Investigation Team and administrative Staff that operate from the central office in the Valley.

1.2 Background

The Government of Anguilla (GoA) is desirous of acquiring and operating a modern Immigration Information System to meet the needs of the Immigration Department (IMM) and to provide information on Tourism, Hotel Occupancy, and other statistical and border security information. The main stakeholders in this process are the Chief Minister’s Office, Immigration Department, Ministry of Finance, Department of Information Technology and E-Government Services (DITES), Statistics Department and the Anguilla Tourist Board.

As there is a significant amount of commonality in the various needs of the departments and agencies mentioned above, it is hoped that a centralized Immigration system would facilitate the individual and collective needs of these government departments and agencies. There is also an unique opportunity to acquire a system that would be the base platform for the acquisition and analysis of vital statistical, national security and tourist data about nationals and visitors to Anguilla.

1.3 The problem

The world has changed rapidly and significantly since September 11, 2001 and countries are more than ever challenged by the need to individually and collectively protect their borders. The national security agencies, Immigration, Customs and Police are challenged by this new world order and timely access to relevant information on people entering and
leaving Anguilla is vital to national security. These security agencies, are therefore required to monitor and access information on people coming into Anguilla and to determine if they pose a security risk to Anguilla and other countries.

In addition, the acquisition of British and European citizenship by Anguillians will continue to pose challenges to the Immigration Department with respect to the collection, processing and dissemination of information about who is Anguillian and who is eligible for what status in Anguilla. If Anguilla signs up to the current OECS initiative with respect to the free movement of OECS nationals this will also pose a tremendous challenge with respect to keeping track of nationals of these countries.

The Anguilla Tourist Board and the Ministry of Tourism (Chief Minister’s Office) need data on tourist visitors to Anguilla and are therefore in need of access to data on people arriving and departing Anguilla. This data in turn will give both organizations an indication of the degree of success of the various marketing strategies, the need to review port facilities with respect to passenger flows and the need to review air and sea capacity.

A robust computerized Immigration system will allow GoA’s departments and agencies to collect, analyze and disseminate information on:

- Visitor arrivals
- Excursionist arrivals
- Hotel occupancy
- Passenger arrivals
- Arrivals by country and
- Arrivals by length of stay
- Arrivals by type of ship/airline.

The Ministry of Finance and the proposed Department of Inland Revenue Department are challenged with the need to maximize revenue collection so that the government can better fund its recurrent expenditure and capital projects. The monitoring and verification of the accommodation tax collected from the various Hotels, Villas and Guest Houses are major challenges as there are tremendous gaps in the collection and processing of vital information such as visitor arrivals and hotel occupancy. Government is also finding it difficult to keep track of persons in the community who rent villas and other private houses.

The Statistics Department is responsible for collecting and disseminating statistical data on Anguilla. In addition to the data collected on behalf of the Anguilla Tourist Board, the Statistics Department is keen on tracking migration and immigration patterns and other civil data.

The data collected by the Immigration Department is central to some of the information needs of the agencies and departments mentioned. Therefore, it is a prerogative that the GoA pursues the acquisition and implementation of a suitable Immigration system.
According to the 2003 budget, the objective of the Immigration Departments is to ensure that the movement of people into and out of Anguilla contributes to the national, social and economic interests of Anguilla. Over the last 10 years the Department has grown and the organizational structure has changed significantly to keep pace with the growing social, economic and security needs of Anguilla.

Immigration units are located in four areas

- Central office in the James Ronald Webster Building
- Airport
- Blowing Point Port
- Sandy Ground Port

Any system implemented will have to cater for the fact that the Immigration units are decentralized throughout the island and will more than likely have to provide for a communication system between the various ports and the central office.

The Chief Minister’s office has indicated that they would like to have the system operational by the beginning of the 2004 tourist season i.e. November 2003.

1.4 Minimum Requirements

1. Vendor must have at least a demo of a working system.

2. Vendor must show that the system is compliant with the laws and regulations governing the Immigration Department

1.5 Why a Request for Proposal

Why use the RFP approach? It is sometimes difficult to put in writing all the details and possibilities of a software development project without restricting the creativity of the vendors. An RFP would allow prospective vendors the flexibility to be creative in their proposals.
2 Scope of Work: Functional requirements and deliverables

2.1 Overall Objectives of the System

The vendor is required to respond to this section keeping in mind the desire of the GoA to implement a comprehensive system that will be used:

1. To strengthen the national security of Anguilla with respect to border control.

2. To collect individual information about persons traveling to and from Anguilla for the purpose of producing statistics about visitors, travel habits of residents of Anguilla, status of non-Anguillian and residents and population estimates.

3. To assist with the verification of accommodation tax information, and tourism marketing strategies.

4. Assist the Immigration Department in the management of its functions and duties

2.2 Features/Functionality and Technical Requirements

<table>
<thead>
<tr>
<th>Key:</th>
<th>A: Standard Feature in Current Software Version</th>
<th>B: Vendor will customize at no cost</th>
<th>C: Vendor will customize at additional cost</th>
<th>D: System will not support this requirement</th>
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</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Functional Requirements</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Shall be able to track retrieve and report on the movement of people into and out of Anguilla</td>
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<td>2.</td>
<td>Shall be able to read information from Passports, other travel documents and be able to link the records of the individual’s ED card and Passport</td>
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<td>3.</td>
<td>Should be upgradable to be able to scan ED Cards.</td>
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<td>4.</td>
<td>Shall be able to manage cases</td>
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<td>5.</td>
<td>Should be able to do human resources and work flow management</td>
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<td>6.</td>
<td>Shall be capable of online, real time, multi user functionality</td>
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<td>7.</td>
<td>Entry of Immigration ED data must confirm to the official laws of Anguilla with respect to the Immigration ED cards</td>
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<td>8.</td>
<td>Field entry and edits shall be specific to the Anguilla requirements (users should not have to skip through fields that are not applicable to Anguilla’s requirements)</td>
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<td>9.</td>
<td>Must have exhaustive search capability for records existing on database when processing an entry to eliminate duplicate entries</td>
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<td>10.</td>
<td>Unique identifiers must be automatically assigned when new records are processed.</td>
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<td>11.</td>
<td>Deleted entries must not be completely taken off the database, but are saved in a deleted status file for future reference</td>
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<td>12.</td>
<td>Changes to records must be automatically replicated in all sub-programs</td>
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<td>13.</td>
<td>Incomplete entries must be held in hold file status ready for completion</td>
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<td>14.</td>
<td>Access to protected information is restricted.</td>
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<td>15.</td>
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<td></td>
<td><strong>Immigration System Database Integration</strong></td>
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<td>16.</td>
<td>History audit should be retained so that resolution action can be researched and reported</td>
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<td>17.</td>
<td>Shall be able to provide information on the status of residents, including work permit holders, Anguillian residents, government workers, short terms and long term visitors.</td>
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<td>18.</td>
<td>Shall provide information on non-resident visitors with respect to purpose of visit, type of accommodation used and length of stay etc.</td>
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<td>19.</td>
<td>Shall provide information on resident visitors, Purpose of trip, Country(s) visited</td>
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<td>20.</td>
<td>Shall be able to simultaneously record and track activity at multiple ports of entry</td>
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<td>21.</td>
<td>Shall be able to generate but not limited to reports, trend and statistics on visitors, hotel occupancy</td>
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<td>22.</td>
<td>System should automatically generate correspondence as a result of processing of records</td>
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<td>23.</td>
<td>System must be capable of functioning in the event of loss of communication to the central database. On restoration of communication, the databases should be able to synchronize the data.</td>
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<td></td>
<td><strong>Customer Support</strong></td>
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<td>24.</td>
<td>Vendor must supply access to telephone support personnel familiar with the operation of the vendor’s system as implemented in Anguilla. Support personnel must be familiar with the Immigration and other relevant laws of Anguilla as it applies to the operation of the system.</td>
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<td>25.</td>
<td>Telephone support must be responsive – average response time to customer enquiry must be less than 4 hours.</td>
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<td>26.</td>
<td>Vendor will offer refresher training through electronic means when deemed necessary.</td>
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<td>27.</td>
<td>Vendor must offer weekend customer support on weekends leading up to any public holidays.</td>
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<td></td>
<td><strong>Address Management</strong></td>
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<td>28.</td>
<td>Visitors must automatically be placed in a section/district when the residence address is entered. No manual entering of section/district should be required by the officers at the ports.</td>
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<td>29.</td>
<td>Address database should have the ability to contain island wide addresses.</td>
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<td>30.</td>
<td>Should have village, section, and district lookup by whole</td>
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<td>No.</td>
<td>Functional Requirements</td>
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<td>31</td>
<td>Village/district reports should include but not limited to, report on visitors in a particular village</td>
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<td>32</td>
<td>Accommodation reports should include but not limited to reports on visitors at particular accommodation</td>
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<td>33</td>
<td>Should have the ability to upgrade the system to include an automated interface to a GIS system</td>
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<td>34</td>
<td>Must have reconciliation and summary reports for visitors, nationals and residents</td>
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<td>35</td>
<td>Shall have the ability to upgrade to scan bar codes on ED Cards</td>
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<td>36</td>
<td>Must have customized printing layouts for forms such as denial letters, and permanent residence letters.</td>
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<td>37</td>
<td>Must have customized mail merge document setup for letters such as deportation notices, address changes,</td>
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<td>38</td>
<td>Batch printing must be available</td>
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<td>39</td>
<td>Shall have on demand printing</td>
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<td>40</td>
<td>Mail merge documents printed with or without address labels</td>
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<td>41</td>
<td>Custom generated reports with varying selection criteria including: name, nationality, country of birth, issue and expiration date, status type (naturalized), provisional requirements (allowed to work or not), application number (file number), work permit number, and remarks etc.</td>
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<td>42</td>
<td>Ability to save custom parameter settings for specific reports or training GoA personnel how to create their own reports</td>
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<td>43</td>
<td>Export data to other systems like MS Excel, and SPSS</td>
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<td>45</td>
<td>Shall have the ability to upgrade to manage work orders and assignments</td>
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<td>46</td>
<td>Automatic generation of reports on overstays visitors and deportees</td>
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<td>47</td>
<td>Must have the ability to scan multiple images of visitors and suspects</td>
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<td>48</td>
<td>User types specific to users with specific permissions assigned to each user types</td>
<td></td>
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<td>49</td>
<td>Training/development database available for practice work which does not affect live database</td>
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<td>50</td>
<td>Operate within a Microsoft Windows 2000/XP Environment</td>
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<td>51</td>
<td>Operate with Microsoft Office 2000</td>
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<td>52</td>
<td>Upgradable to Microsoft Windows 2003 Server Environment</td>
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<td>53</td>
<td>Upgradable to work with Microsoft Office XP environment</td>
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<td>54</td>
<td>Support for Domain and Active Directory</td>
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<td>55</td>
<td>Separate sign on for user</td>
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<td>No.</td>
<td>Functional Requirements</td>
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<td>56.</td>
<td>Upgradable to Microsoft SQL database</td>
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**Hardware**

| 57. | Document and/or Passport Readers for the system |   |   |   |   |         |

### 2.3 Implementation work plan

The proposal must include a detailed Implementation Work Plan showing all significant tasks required for successful completion of the total system implementation from the time of contract signing to final acceptance. A Gantt chart type of presentation is suggested that shows the start and end dates of all tasks, and the expected completion dates for each deliverable. It is planned that the Implementation Work Plan, from project start date to project end date, shall be ten (10) weeks (See paragraph 3.2, “Proposed Schedule”.) Although the GoA reserves the right to alter this schedule, all Respondents’ Implementation Work Plan should account for this project time frame. The proposal must identify the anticipated involvement (i.e., level of effort in hours) by the Vendor’s personnel and separately by GoA personnel in task performance. The purpose of this work plan is to demonstrate the Vendor’s understanding of the scope of this effort, the resource commitment the Vendor anticipates making to the project, and, separately, the resource commitment the GoA is expected to make to the project.

### 2.4 Installation requirements

The Vendor shall supply the software, materials and personnel required to complete the installation. The Vendor shall configure the software and make any necessary modifications. The GoA will not be required to make any modifications to the software to get the system operational in accordance with the requirements specified herein.

### 2.5 Training and Manuals

- The Vendor shall provide full training for approximately twenty (20) GoA employees, to include general and advanced instruction to become fully knowledgeable of the operation of the system.

- The GoA reserves the right to increase or decrease the quantity of GoA employees to receive training.

- Training will be on GoA site(s) and shall be conducted in a minimum of three (3) sessions.

- The Vendor shall provide additional and separate training for GoA technical support personnel, for approximately four (4) people, to include normal operations, error handling, corrective actions, report creation, and system maintenance procedure instruction.
• The Vendor shall provide training manuals for each employee attending training sessions. Training shall include all related software and hardware of the system, where applicable.

• All vendors should submit samples of the Vendor’s training manuals and documentation as part of the submittal.

• Cost for training shall cover manuals, materials, software, and instructor time and shall be included in the proposal. All travel and travel related expenses shall be included in the Vendor’s proposal. The GoA shall not reimburse these expenses.

• The Vendor shall identify and provide a description of any additional and/or continuing training available that GoA personnel may use or have access to as ongoing training of its staff.

The Vendor shall provide the following types of documentation (separately or collectively) or proposed alternative, with the submittal. The Vendor may elaborate on any of this information for clarification.

A. General System Documentation – that describes the functions, components, environment requirements, database, data model, equipment add-ons, and reports of the application.

B. Operations Documentation – that describes how the application works, features and capabilities. Should describe at a minimum user and administrative processing requirements.

C. User Documentation – that describes how the application is to be used by department supervisors, data entry officers, administrators, and other agencies.

D. Error Process Documentation – that identifies error conditions and how to correct them.

E. Setup/Maintenance Documentation – that describes the process to set up, maintain, and change the application features. Vendor should describe at a minimum, employee access and built in security features.

F. Training Documentation – that provides user level training scenarios to aid in re-occurring training.

The Vendor shall allow access to review one (1) complete set of all relevant technical and operation manuals with the proposal (software). It may be provided on CD(s). If a CD(s) is used, the software to read it must be provided if it is not in MS-Word or PDF format.
Upon purchase of the system, Vendor shall allow the GoA to copy and distribute the supplied documentation to GoA employees without restriction.

### 2.6 Maintenance and Support

The Vendor agrees with each of the following points or proposed alternative, and shall provide the information requested.

A. **Software Maintenance and Support**

   The following support must be provided at no charge during a two-year Warranty Period, which begins the first business day after the Software System is installed and accepted by GoA.

   During this Warranty Period, the Vendor must agree to provide the support identified below:

   1. Software maintenance on all software provided by the contract.
   2. Software updates including new releases, versions and fixes, inclusive of GoA mandated reporting and/or data transmission or information exchange requirements.
   3. Documentation revisions, updates and corrections.
   4. Operations support to include a telephone number “help-line” during normal office hours for Immigration and technical support personnel to use when they have questions about the use of the application. The technical support department will be the point of origination for calls to the Vendor’s “help line”.
   5. Preventive maintenance inclusive of upgrades, fixes, patches, etc shall be included. Discuss your approach to preventive maintenance. Clearly state how upgrades, fixes and patches are applied.

B. **Vendor must indicate any “support unavailable” times.**

C. **Describe, if any, the requirements and limitations for providing on-site support.**

D. **Describe how remote support would be utilized. Describe security measures to be put into place to ensure the safety of the GoA’s records and technical infrastructure.**

E. **Provide full name and resume of education and experience of the support personnel who would be assigned to the GoA. Include three references, with**
current contact information, which are currently receiving long-term support by the team that would be assigned to the GoA

2.7 System Growth

The Vendor shall provide a brief, but comprehensive description of capability with regard to growth based on the system architectures being proposed. This statement must clearly identify growth steps in terms of capacity and requirements in terms of additional hardware, software, bandwidth, and ancillary needs in sufficient detail to allow cost benefit analysis by the GoA.

A. Give a brief description of the evolution of the proposed system. Include the first installed site and major developments that have occurred.

B. Discuss the software products, including programming languages and database management software, utilized in development of the system(s) being proposed.

2.8 System Support Qualifications

A. Support Locations – Identify the primary and field locations that will provide maintenance support to the GoA.

B. Support Plans – Describe how the firm shall support the proposed system once it is installed.

C. Liaise with the Vendor to identify the support responsibilities of the Vendor. (Once selection process is completed and contract signed)

D. Maintenance References – Provide three (3) maintenance customer references. Provide a contact person’s name, title, and phone number.

2.9 System Backup and Disaster Recovery

Discuss and state which of the following are provided with the proposed system and which are optionally available backup and disaster recovery:

A. Describe the backup process. The backup process should be dynamic, auto initiating, and must minimize human involvement.

B. Specify extensiveness of backups.

C. List what data, files, documents, software, etc., are covered. List any information not included.
D. Describe the application restoration process required of the technical operator.

E. How will the proposed system recover from a system crash?

F. How will the system recover from a power failure?

G. What will happen to transactions in-progress when these events occur?

2.10 Archival Process
Explain what features the system provides or utilizes for archival of data. Include medium of storage for archived data and a description of how an archiving task is initiated and performed and the operator intervention required. Explain the capabilities of the system to selectively access and restore using archived data. Include a discussion of controls and the prevention of accidental data loss during the process. Discuss the impact of archiving and retrieval of archives on the performance of the system.

2.11 Software Security
The system must provide the capability to assign users specific privileges and access modes (i.e., read, write and execute) necessary to effectively perform their functions within the proposed system. Describe the ability of the proposed system to restrict access to properly authorized personnel. Include in the discussions:

A. The various levels of system security (i.e., types of access privileges granted to each level of personnel).

B. How access privileges are granted to each level of personnel, and how access is controlled and monitored.

C. State if the following requirements for access privileges of specific groups of personnel can be met, indicating how the necessary restrictions will be implemented:

   i. Limit the ability to transfer data to selected users.
   ii. Limit the ability to allow only authorized personnel to make changes to production forms, reports, and procedures.
   iii. Limit the ability to allow only authorized personnel to create new forms, reports, procedures, etc. or modify existing ones. This requires “copy” access to production source libraries and a procedure whereby new or modified entities are “handed over” to technical staff to be placed into production.
   iv. Allow selected personnel to conduct only those operations directly related to their duties/responsibilities.
   v. Allow selected personnel system access to perform other types of operations such as report generation.
vi. Allow selected personnel with “read-only” access to specific data or groups of data.

vii. Discuss the capability of the proposed system to prevent and log unauthorized attempts to penetrate the system from outside (hackers, viruses, etc.) and unauthorized procedures by authorized users.

viii. Discuss the security and authorization impacts on the system.

ix. Discuss how the system enables a properly authorized GoA staff to connect to a specific remote workstation for troubleshooting problems for supporting the system, if applicable.

x. Discuss the capability of the system to enable properly authorized Vendor support-staff to attach to the server as a remote workstation, if applicable.

xi. Discuss how each authorized user is assigned a unique and confidential login identification and password to login to the system.

xii. Discuss administrative procedures to maintain the security file of authorized users.

xiii. Discuss controls to prevent unauthorized additions and deletions of authorized users in the security file.

xiv. Describe audit trails and recording media to capture and identify all additions, changes, and deletions to login accounts. As applicable, provide sample reports.

xv. Indicate the number of authorized user login accounts that can be contained in the administrative security file.

xvi. Can personnel access the system and perform authorized functions from any remote or networked location? This is necessary to accommodate employees who work in more than one assigned location. Describe how the system will support this requirement.

xvii. Describe the system automatic log off process.

2.12 System activities and volumes

Discuss the capabilities and limitations of the proposed system. Include the following:

A. Maximum number of concurrent users the system will support.

B. Any system limitations to operation and speed of use.

C. Any limitation to the volumes of data or transactions that can be entered.

D. Recommended hardware and accessory requirements for optimal performance of proposed system.
3 General Terms and Conditions

3.1 RFP Closing Date
Proposals must be received by the Government of Anguilla’s Tender Board, The Secretariat, The Valley, Anguilla, West Indies no later than 3:00 p.m., local time, on Thursday, November 30, 2004. Proposals received after this time will not be considered.

3.2 Proposed Schedule
- Monday, October 4, 2004 Release Date for Request For Proposal (electronic and Written)
- Monday, November 19, 2004 Final Date to Submit Written Questions
- Monday, November 30, 2004 RFP Closing Date

- [Ten weeks from Project Start Date] Estimated Project Completion Date

3.3 Delivery of Proposals
All proposals shall be sealed and delivered or mailed to (faxes will not be accepted):

Government of Anguilla
Tenders Board
Ministry of Infrastructure, Communication, Utilities and Housing
PO Box 60
The Secretariat
The Valley
Anguilla

Mark package(s) “RFP # 01-2004, Immigration System

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed how to deliver your proposal.

To be considered, a proposal must be received and accepted by the Tenders Board before the RFP Closing Date and Time.

3.4 Cost Proposal Form
A. See the Attachment for the Cost Proposal format to be used. Show all details, including unit and extended costs in each category as applicable. The cost proposal shall include itemized costs for all software, services, recurring, and optional costs. Optional costs, including time and material costs for optional services, shall be listed separately in the cost proposal. The GoA shall not be responsible for any cost not specifically outlined and included within the financial proposal submitted by the vendor.
B. Each respondent shall submit three (3) complete hard copies of the proposal form, one marked “ORIGINAl and two (2) marked “COPY”. The proposal shall be submitted on an exact copy of the attached proposal form. Proposals may be submitted to the GoA in electronic form on a CD in MS Word format, in addition to the Three (3) hard copies.

C. The proposal form shall be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.

D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.5 Questions Concerning RFP

A. Questions concerning any portion of this RFP shall be directed in writing to the Government Agent named below, who shall be the official point of contact for this RFP. Questions should be submitted at least seven (7) days before the closing date.

B. Mark cover page or envelope(s) "Questions on RFP #01-2004, Immigration System"

Submit questions to:
Rodney Rey, Permanent Secretary, Chief Minister’s Office
Telephone: 264-297-2518; Fax: 264-497-3389
E-mail – Rodney.rey@gov.ai

3.6 Clarification and Addenda

A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 386-736-5972) through the Purchasing Agent named above. The GoA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Government of Anguilla’s web site at www.gov.ai/bids for any addenda.
3.7 Award
The Government reserves the right to award the contract to the respondent(s) that the Government deems to offer the best overall proposal(s). The Government is therefore not bound to accept a proposal on the basis of lowest price. In addition, the Government at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Government to do so. The Government also reserves the right to make multiple awards based on experience and qualifications or purchase its own hardware if it is deemed to be in the Government’s best interest.

3.8 Contract
A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the GoA may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued.

B. The GoA shall be responsible for only those orders placed by the GoA on an authorized signed Purchase Order or Price Agreement. The GoA shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Chief Minister’s Office at (264) 497-2518.

3.9 Disclosure of RFP Content
A. All material submitted becomes the property of the GoA and may be returned only at the GoA's option. The GoA has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

B. The GoA, is governed by the constitution and laws of Anguilla. Only trade secrets will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled “trade secret”. The GoA will maintain the confidentiality of such trade secrets to the extent provided by law.

C. Financial statements will be exempt from examination by anyone other than legally authorized GoA employees. The GoA will maintain the confidentiality of such financial data to the extent provided by law.
3.10 5.14 Respondent's Responsibility
The respondent, by submitting a proposal represents that:

A. The respondent has read and understands the RFP in its entirety and the proposal is made in accordance therewith, and;

B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the GoA, and;

C. Before submitting a proposal, each respondent 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 GoA, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.11 Payment Terms

A. The GoA will remit full payment on all undisputed invoices within sixty (60) days from receipt by the Chief Minister’s Office or designee (to be designated at time of contract) of the invoice(s). Compliance with all acceptance criteria, shall be accomplished prior to acceptance of the system by the Government of Anguilla.

B. The GoA reserves the right to negotiate payment terms with the successful contractor

C. By submitting a proposal (offer) to the GoA, the respondent expressly agrees that if awarded a contract, the GoA may withhold from any payment, monies owed by the respondent to the GoA for any legal obligation between the respondent and the GoA, including, but not limited to intangible taxes, personal property taxes, fees, and commissions.

3.12 Insurance
The Respondent shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

Commercial General Liability –
Liability – Auto,
Workers’ Compensation – Statutory
Employers’ Liability –
Products Liability
3.13 Award Term
The successful respondent shall be awarded a contract for two (2) years, from date of contract signing, for all system implementation work to be completed and accepted by the GoA. The initial two-year contract term, regardless of implementation schedule completion, shall allow for and include software maintenance and support.

Maintenance of the software specified in the resultant contract, following the initial two (2) year contract term, may be renewed by the mutual written agreement of both parties, including GoA approval, for additional one-year period(s), not to exceed a total of five (5) extension renewals, under the terms and conditions of the original contract, except as noted herein.

3.14 Deviations
All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form, otherwise GoA will consider the subject proposals as being made in strict compliance with said Specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that GoA will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, at the sole discretion of GoA, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.15 Waiver of Claims
Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the GoA concerning this contract. After that period, the GoA will consider the respondent to have waived any right to claims against the GoA concerning this agreement.

3.16 Evaluation and Selection Criteria
Each responsive proposal shall be evaluated using the following criteria, listed below in no specific order:

A. Proper submittal of ALL documentation as required by this proposal.

B. The greatest benefits to GoA as it pertains to:

   i. Track Record, Client References and Experience Implementing & Maintaining Similar systems
   ii. Meeting of Minimum Requirements listed herein (See paragraph 1.1)
   iii. Degree of adherence to the Functional Requirements Description list
iv. Total Cost/Compensation, including maintenance fees, payment terms etc. (See Cost Proposal Pages)

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

3.18 Post-Proposal Discussions with Respondents
It is the GoA’s intent to award a contract(s) to the respondent(s) deemed most advantageous to the GoA in accordance with the evaluation criteria specified elsewhere in this RFP. The GoA reserves the right however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

3.19 Presentations by Respondents
A. The GoA, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the GoA. 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 Vendor to provide the presentation and/or demonstration is/are the responsibility of the Vendor. Additionally, any requests for clarification, if required, will be issued in writing and written responses from the Vendor will become an integral part of the Vendor’s response.

B. By submitting a proposal, the Vendor certifies that the specified product/equipment/service is in productive use and capable of demonstration in the proposed configuration. The GoA reserves the right to require Vendors to demonstrate the functionality of the proposed product to its satisfaction prior to making an award decision. The demonstration is intended to show that the Vendor’s proposed products will perform in a completely satisfactory manner, and that they will meet or exceed the performance specifications contained in the solicitation. Failure by any Vendor to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the Vendor, if awarded a contract, of its obligation to fully comply with all requirements of the contract.

C. If requested by GoA, demonstrations will be provided by the two highest ranked vendors.
D. The GoA reserves the right to require any respondent to demonstrate to the satisfaction of the GoA that the respondent has the fiscal and managerial abilities to properly furnish the products and/or services proposed and required to fulfill the contract. The demonstration must satisfy the GoA and the GoA shall be the sole judge of compliance.

3.20 Minimum Specifications
The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the GoA receives quality services.

3.21 Respondent’s Personnel
The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all GoA requirements related to their employment and position.

3.22 Claim Notice
The respondent shall immediately report in writing to the GoA’s designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the GoA in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the GoA project site.

3.23 New Material
Unless otherwise provided for in this specification, the respondent represents and warrants that the goods, materials, supplies, or components offered to the GoA under this RFP solicitation are new, not used or reconditioned. It represents that they are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the GoA’s interest, the respondent shall so notify the Chief Minister’s Office Agent in writing no later than ten (10) working days prior to the date set for opening of proposals. The notice shall include the reasons for the request and any benefits that may accrue to the GoA if the Chief Minister’s Office authorizes the inclusion of used or reconditioned goods, materials, supplies, or components.

3.24 Proposal Acceptance/Rejection
The GoA reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the GoA.
3.25 Proposal Preparation
Respondents 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 respondent’s advantage to provide responses in enough detail that will allow the evaluator to determine how well the product satisfies the requirements.

Please note the terms “must”, “shall”, “should”, and “may” are used to identify the criticality of the requirements. “Must” and “shall” identify “mandatory” requirements whose absence will have a major negative impact on the suitability of the proposed system. “Provide” identifies mandatory requirements whose absence will have a potential negative impact on the suitability of the proposed system. Items labeled as “should” are highly desirable, although their absence will not have as large an impact. Items labeled “may” will be useful but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of a respondent to satisfy a “must” or “shall” requirement does not automatically remove that respondent from consideration; however, it may seriously affect the overall rating of the respondent’s proposal.

3.26 Multiple Proposals
A respondent may submit one or more proposals. At least one of the proposals must be complete and must comply with all of the instructions of this RFP. Additional proposals may be in an abbreviated form following the same format and providing only the information that is different from that in the complete version.

3.27 Respondent Identification
The respondent shall identify a contact person, by name, organization and telephone contact number, who will be responsible for coordinating the efforts and personnel of all parties and/or contractors involved in the response. This includes, but is not limited to, responses to requests for interviews, oral presentations and clarifications of responses to the RFP. Provide this information in Tab 2 / Letter A by completing Attachment A-3.

3.28 Reporting and Delivery Requirements
The Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the GoA’s Project Manager and/or Designated Representative or designee(s). The GoA’s Project Manager and Designated Representative shall be identified upon award.

The Vendor shall provide a periodic progress reports. The specific report schedule will be determined during contract negotiations and prior to award. The progress report shall outline the following:

A. The status of all project tasks.

B. A summary of any meetings and/or training held during the reporting period.
C. An indication of any delays or anticipated delays in meeting target completion dates.

D. An explanation of the reasons for any delays or anticipated delays.

E. A proposed plan to resolve issues and delays.

F. The Contractor shall provide a final project completion report.

3.29 Shrink Wrap/Click Agreements
Any contract resulting from this solicitation cannot be amended or superceded by “shrink wrap” or “click” terms, conditions, contracts or agreements even if such terms/agreements are accepted by the “end user”.

3.30 Maintenance Manuals
The Contractor shall provide at least one (1) operations and maintenance manual for technical use.

3.31 Ownership of Intellectual Property
All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the GoA. Upon request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the GoA to evidence the GoA’s sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

3.32 Product Substitution
During the term of any contract resulting from this solicitation, the respondent is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

3.33 Qualified Repair Personnel
All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware (if applicable) or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The GoA reserves the right to require proof of certification prior to award and at any time during the term of the contract.

3.34 Relocation of Equipment
Should it become necessary to move equipment covered by the contract to another location, the GoA reserves the right to do so at its own expense. If Contractor supervision is required, the GoA shall provide prior written notice of the move at least thirty days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the GoA. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed
between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

3.35 Renewal of Maintenance
Maintenance of the software specified in the resultant contract, following the initial two (2) year contract term, may be renewed by the mutual written agreement of both parties for additional one-year period(s), not to exceed a total of five (5) renewals, under the terms and conditions of the original contract except as noted herein.

3.36 Repair Parts
In the event that the performance of maintenance services under the contract results in a need to replace defective parts, new parts may only replace such items. In no instance shall the Contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the GoA.

3.37 Software Upgrades
The GoA shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. The maximum charge for upgrade after the expiration of the warranty period shall not exceed the total difference between the cost of the GoA’s current version and the price the Contractor sells or licenses the upgraded software under similar circumstances.

3.38 Source Code
In the event the Contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the GoA 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 GoA shall have exclusive right to possess all physical embodiments of such Contractor owned materials. The rights of the GoA in this respect shall survive for a period of twenty 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. Vendor shall indicate in the submittal whether the firm is willing to enter into a Software Escrow Agreement.

3.39 Term of Software License
Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However, the GoA reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The GoA further reserves the right to transfer all rights under the license to another GoA agency to which some or all of its functions are transferred.
3.40 Third Party Acquisition of Software
The Contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract’s terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the GoA’s benefit and deliver thereto, the assignee’s agreement to fully honor the terms of the contract.

3.41 Title to Software
By submitting a proposal, the respondent 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.

3.42 Warranty Against Shutdown Devices
The Contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

3.43 Product Malfunction
In the event that the GoA does not accept the proposed product after installation due to errors, malfunctions and/or non-performance of the Contractor or sub-contractor, the GoA shall have the right to use the product, without charge, until it can be replaced. In the event that the Contractor cannot correct errors noted by the GoA in the then current unaltered version (including updates) of the software products, the Contractor shall replace the Product or provide a “work around” **within forty-eight (48) hours after written notification that a software correction is required**. In the event that the Contractor does not keep the Software Product(s) functioning according to specifications in accordance with the GoA’s sole judgment, then the GoA, at its sole option, shall have the right to return any or all of the software and related technical data and terminate this contract.

3.44 Proposal Acceptance Period
Any proposal in response to this solicitation shall be valid for a minimum of one hundred, twenty (120) days from date of closing to allow adequate time for evaluation. At the end of time the proposal may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
3.45 Return of Assets
Except as otherwise provided in the Contract, or upon termination of the Contract, the Contractor shall return all GoA-owned assets including, but not limited to, stored data and information.

3.46 Approval of Contractor/Sub-contractor Personnel
Personnel commitments identified in the Contractor’s proposal shall be considered mandatory to the work performed under the resulting contract. Staffing must include those individuals proposed. With the exception of death or the removal of personnel who have permanently terminated employment or who become unavailable due to an extended illness, the Contractor or the Contractor’s sub-contractors shall make no changes to personnel without prior written consent of the GoA’s Project Manager or designee.

Replacement of any personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor’s key personnel shall not be diverted from the project without prior written consent of the Purchasing Agency. Key personnel are those individuals who are determined by the Purchasing agency to be central to the management of the project and the development/implementation of the solution. Changes or diversion of Contractor key personnel without prior written consent of the Purchasing Agency will be sufficient grounds for termination of the contract for default.

If personnel are lost because of death, termination or extended illness, the Contractor will replace them within ten (10) working days, including pre-approval of the replacement. The GoA’s Project Manager may approve up to a ten (10) working day extension for replacement of these personnel if the Contractor submits a written request for an extension of time. The Contractor shall include in the required status reports its efforts and progress in finding replacements and the effect of the absence on the progress of the project. In addition, the Contractor shall make interim arrangements to assure that the project’s progress is not adversely affected by the loss of the personnel.

3.47 Patent and Copyright Indemnity
The Contractor will indemnify and defend the GoA against any claims that the proposed system infringes any patent or copyright; provided that the Contractor is given prompt notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, the Contractor shall, in its reasonable judgment and at its option and expense; (a) obtain for the Purchasing Agency the right to continue using the proposed system; (b) replace or modify the proposed system so that it becomes non-infringing while giving equivalent performance; or (c) if the Contractor cannot obtain the remedies in (a) or (b) above as its sole obligation, terminate the license for the infringing Software and upon receipt of the infringing Software, return the license fees and all software maintenance fees paid by the GoA for such Software, prorated over a five year term from the contract award date. The Contractor will have no liability to indemnify or defend the GoA to the extent the alleged infringement is based on: (a) a modification of the Software by anyone other than the Contractor, or (b) use of the Software other than in accordance with the Documentation.
3.48 **Service Reports**
Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

3.49 **Excessive Downtime**
Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than two (2) working days, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than forty-eight (48) hours, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within seven (7) days following the written request for replacement.

3.50 **Work Site Damages**
Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the GoA’s satisfaction at the contractor’s expense.
4 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall contain a table of contents that cross-references the RFP requirement and the specific page of the respondent’s proposal. Each section must correspond to and reference the section number, letter and sub-numbers and/or letters and text of the requirement as it is presented in the RFP. Respondents must repeat said numbers and/or letters as they are presented in the solicitation. If a response covers more than one page, the respondent must repeat said numbers and/or letters at the top of the subsequent page. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Proposals that are not organized as specified herein may be eliminated from consideration for failure to specifically address the required technical and contractual requirements.

All proposals shall include at minimum:

**Tab 1 – Respondent’s Profile**
A brief profile of the firm, including:
1. A brief history of the company
2. Organizational structure (include identification of parent corporation and related subsidiaries, if appropriate)
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm’s overall qualifications to provide the services requested
7. The qualifications of the firm’s employees who will work on this contract.

**Tab 2 – References**
List at least three (3) references, at least one (1) of them being a current, active software system implementation, currently in operation. Other installed sites should be of comparable size and complexity to Immigration Department. Using the forms provided, for each installation, please provide the following:

A. Name of organization and identification of primary contact person. Include address, phone number, fax number, and e-mail of primary contact.

B. Name of alternative contact person. Include address, phone number, fax number, and e-mail of primary contact.

C. Size of installation (# of users, size of the database, etc.).
D. Scope of the installation (include description of what aspects of the installation was accomplished by the vendor).

E. Date of installation and vendor participation during the installation and long-term support.

F. For each person assigned to this project, please provide a complete resume detailing education and experience. Also, provide a detailed description of the function(s) this person is to perform.

**Tab 3 – Licenses**
Those firms located in Anguilla shall attach a copy of their GoA Business License(s).

**Tab 4 - Insurance**
Attach evidence of required insurance coverage:

**Tab 5 – Financial Statement**
Only if requested, respondents shall supply a financial statement, preferably a certified audit, but a third party prepared financial statement will be accepted. The statement can be labeled Confidential.

**Tab 6– Overall Design Concept**
Complete Section 2.1 of this RFP.

**Tab 7– Project Requirements and Deliverables**
Respond to Paragraphs 2.3 through 2.12

**Tab 8– Cost Proposal Pages**
Use attached forms.

**Tab 9– Contract Exceptions**
Any exceptions, corrections and/or additions to the language contained in the attached preliminary draft of the contract shall be detailed in this section.