



REQUEST FOR PROPOSAL (RFP)

AND

TERMS OF REFERENCE (TOR)

TO

**PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES TO
THE UTILITIES REGULATION AND COMPETITION AUTHORITY**

RFP Issue Date: 8 March 2023

Response Date: 7 April 2023

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1. Introductions

The Utilities Regulation and Competition Authority (URCA) is the independent regulatory authority with responsibility for the Electronic Communications Sector (ECS) and the Electricity Sector (ES) in The Bahamas. The ECS comprises fixed and mobile telephone services, spectrum, numbering, and broadcasting, including pay television and Internet services. The ES includes all persons who generate, transmit, distribute, or supply electricity from or within The Bahamas. URCA serves a variety of stakeholders including the government, utility service providers, consumers, and the public.

URCA employs 35 executives and professionals with expertise in various disciplines, including Economics, Engineering, Accounting, Law, Human Resources, Administration, and IT. URCA utilises a hybrid work model wherein executives and professional staff work remotely or from URCA's office at Fredrick House, Fredrick Street, Nassau. Information Technology (IT) is a critical component of URCA's operation.

URCA issues this Request for Proposals (RFP) for Information Technology Support Services, including software and hardware support services, over a three-year period.

2. Current IT Environment

In this section, URCA provides an overview of the human resources, function, duties, and computer network used in the IT function.

Overview of IT Human Resources, Function and Duties

URCA employs one full-time IT Officer responsible for the internal management, maintenance, and security of network systems and the organisation's IT infrastructure and related equipment. The IT officer assists with the day-to-day operations of the IT function and any other duties or special projects assigned to the job function.

The IT officer's specific job duties include:

- Manage, maintain, and secure network systems, including, but not limited to, network and application servers, directory/authentication systems, anti-spam/anti-virus systems, security systems, DNS, DHCP, VPN, clustering, virtualisation, and load balancing.

- Provide support and administration for network management systems and backup/recovery systems, including business continuity planning and testing, and help to ensure the backup and efficient restoration of all systems in the event of a system failure or loss.
- In collaboration with the IT Support Services Provider, implement and execute backup/recovery systems tests annually.
- Monitor URCA's network to ensure optimal performance.
- In collaboration with the IT Support Services Provider, coordinate the specification, installation, and management of network hardware, including set-up, operating system installation and updates, storage set-up and allocation, and troubleshooting.
- Manage Network systems configuration of switches, routers LAN and WAN technologies.
- In collaboration with IT Support Services Provider and Broadband service provider, monitor URCA's access to and use of its broadband capacity to facilitate efficient use of its virtual and in-office network requirements.
- Install and configure computer network equipment as required.
- Assist IT Support Services Provider with the upgrade and improvement designs following URCA's strategic network objectives.
- Assess monthly network performance reports and produce summary reports to the department head. Analyse and reconcile invoices, when required, to verify work performed by IT Support Services Provider.
- Performs other related duties as assigned.

Overview of Existing IT Network and Equipment

URCA uses ten (10) servers of various memory and hard drive arrangements (two physical, eight virtual), each running Microsoft Windows Operating System and cloud backup and disaster recovery. If requested, details about the servers' specifications are available for review.

URCA assigns each team member a personal desktop computer (PC) or laptop connected to certain centralised network functions. URCA has several machines which others use as needed and utilises the 3CX phone system, which includes desk phones and softphones on each workstation for calls. The IP addresses and locations are available on request.

These laptops vary by age, specifications, software, and service pack versions. The prevalent operating

system used on these workstations is Windows 10. URCA uses Webroot Security Software as its primary antivirus software and various Windows software versions. Upon request, a detailed inventory of the PCs and the software is available to all bidding parties.

3. IT Support Service Requirements

URCA requires strategic IT advice and a maintenance and support program that effectively supports the IT Officer's duties stated in section 2 above. The successful provider shall support URCA's IT Officer with the following:

A. Assessment

On first engagement and then each year, according to IT industry best practices:

- review URCA's IT inventory to assess the network and system design, the relevance of hardware and software to determine life expectancy, durability, and efficiency (including storage capacity, processing speed, and user-friendliness) and,
- as necessary, recommend replacements, upgrades, or reconfigurations.

The vendor shall submit a report of its initial assessment to URCA one month after the award of the contract and then by March 1st of each year. In response to this RFP, the provider should specify the process for reviewing, commenting, and accepting the assessment report by URCA and the provider.

B. Desktop Application Support and Network Administration Services

The provider shall advise URCA on the following:

- Performing necessary maintenance and support works on URCA's IT networks, equipment, and systems, including setting up intermediary devices such as switches, firewalls, routers, and other security devices.
- Installation, analysis, routine configuration changes, updating and maintenance of software (including operating systems and other required applications), including installation of patches and upgrades.
- Diagnosis and correction of software-related issues.

- Installation, analysis, configuration (including routine configuration changes where necessary), and maintenance of network devices, including installation of patches and upgrades.
- Proactive real-time monitoring of network equipment; network performance and capacity management; network troubleshooting and maintenance of documentation for daily, weekly, and monthly services provided, including performance indicators to report on threshold limits.
- Maintenance and provision to URCA on request of an up-to-date inventory of all IT hardware.

C. Server and Workstation Administrative Services

The provider shall support URCA with:

- Management of networks and computer systems, including complex applications, databases, messaging, servers, and associated hardware, software, communications, and operating systems necessary for performance, security, reliability, and recoverability.
- Scheduling preventive maintenance for equipment in coverage areas and ensure it is quickly and adequately performed; developing operations and quality assurance to ensure compliance with backup plans and procedures.
- Configuration management, including maintaining changes, upgrades, patches, etc.; support of software products for servers; and timely responses to repair and maintenance work for the user.

D. Email, Security, and Backup

The provider shall support URCA with email, security, and backup services, including:

- Maintenance of virus detection programs on URCA's servers.
- Performance of periodic security audits, including warning of suspected breaches of security.
- Servicing of URCA's systems to maintain remote access in a secure environment.
- Continuance of the data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data, information, email, etc.; and
- Continuance of the program to restore systems and data in case of a system failure.

E. Planning and Strategic IT Advice

The provider shall advise URCA on the following:

- Planning and design services for significant system improvements and upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary.
- Installation of new equipment and software when acquired and transferring existing data to this equipment.
- Strategic considerations for URCA's short- and medium-term IT requirements, regarding URCA's mandate, strategic goals, and resources, and overall developments from time to time in Information and Communications Technologies. This advice shall comprise a report submitted to URCA at the end of each year identifying relevant trends and technologies and recommending adoption.

F. Maintenance and Support Program

The vendor should divide the maintenance and support program proposal into the following two major categories:

- preventive maintenance; and
- as needed maintenance.

URCA expects the vendor's proposal to define the vendor's detailed approach to providing services in the stated categories. The proposal should also clearly identify each service's time and material costs to simplify URCA's budget planning and reporting processes.

G. Other Services

The provider will:

- provide necessary technical advice, services, and (on request) equipment, which enables URCA to:
 - a) ensure that it has in place the necessary IT systems to support achieving its strategic objectives.
 - b) ensure the efficient operation of its IT networks and systems.
 - c) protect and secure URCA's IT networks and systems and the information and data stored on those networks and systems.

- d) strengthen URCA's quality of service for internal departments; and,
- e) maximise the value for money of URCA's information technology investment.
- provide the services according to standard and proper IT industry maintenance and support benchmarks.
- resolve HELP DESK service calls/emails efficiently when the IT Officer is unavailable or when escalation is needed and assist the IT Officer in mitigating IT network and system downtime, particularly during URCA's peak periods of use from 7:00 AM to 7:00 PM, Monday through Friday.
- reports on the status of IT issues and communicates effectively with the assigned liaison department within URCA.

F. Excluded Services

The provider should not obligate URCA to buy or lease computer equipment, hardware devices, cabling, licenses, replacement parts, and software under any Service and Support Agreement.

The scope of the contract also does not include computer equipment and networks not owned by URCA.

4. Proposal Requirements

URCA requires the submitted proposal to address the services listed above specifically. URCA is seeking comprehensive content, clearly organised proposals, and solution-orientated procedures. Each submission shall contain the following sections:

- Section A: Letter of Transmittal
- Section B: Business Profile
- Section C: Detail Proposal
- Section D: Cost of Services
- Section E: Draft Contract

The required contents of Sections A through E are set out below.

Section A should include a Letter of Transmittal. The Letter of Transmittal must contain the following statements and information:

- (a) company name, mailing and physical address, telephone number(s), fax number(s), and

website address.

- (b) name, title, email address, and telephone number of the person(s) to contact who are authorised to represent the firm and to whom correspondence should be directed.
- (c) a brief statement of the vendor's understanding of the services to be performed under the contract and make a positive commitment to provide the named services.
- (d) corporate officer or person authorised to bind the vendor to the proposal must sign the letter and cost schedule; and
- (e) a statement stating the proposal and cost schedule will be valid and binding for at least ninety (90) days following the proposal due date and will become part of the contract negotiated with URCA.

Section B should include a Business Profile. The business profile should consist of a comprehensive profile of the firm, including at a minimum:

- (a) Number of years in business.
- (b) Number of years the vendor has provided the proposed services.
- (c) Number and type of clients.
- (d) Number of full-time employees and their areas of involvement, as follows:
 - i. Technical Support
 - ii. Programming
 - iii. Consulting
 - iv. Sales Support
 - v. Administrative Support
- (e) Location of the firm's business office from which employees will service URCA's account.

Section C should include a Detail Proposal. The detailed proposal should consist of, at a minimum, the following information organised in sections numbered as set out below:

- a) Executive Summary of the Proposal, including why the firm is submitting its proposal and what uniquely qualifies it to perform the service.
 - i. Description of vendor's proposed approach to providing the services to URCA and how the vendor is positioned within the IT sector to deliver the services. This must include details of the vendor's experience in delivering similar IT services to those sought by URCA. Provide the name and contact details of at least three references.

The references should all be clients for whom the vendor provides or has provided similar services to those sought in the RFP within the last three years. Include details of the specific services offered, the number of users and the period the vendor has provided services to each of the three references.

- b) Provide details of staff members and other personnel proposed to provide services to URCA, including:
 - i. Name specific personnel, identifying those that will perform as primary and secondary or alternative contacts.
 - ii. Details of each person's relevant experience and expertise.
 - iii. Details of the local availability of the named personnel. Vendors should note that all (or almost all) trained personnel must be available in The Bahamas.
 - iv. Proposed role and responsibilities of each team member.
- c) Details of support services to be provided, including:
 - i. description of the HELP DESK services;
 - ii. support availability (days of week and time of day);
 - iii. an itemisation of the vendor's charges for support services;
 - iv. steps the vendor will take for escalating resolution of technical problems;
 - v. final authority within the vendor to resolve technical problems;
 - vi. response time(s) and goals for resolving problems.
- d) Details of the vendor's proposed reporting procedures. The vendor must, at a minimum, commit to submitting quarterly service reports to URCA, summarising all service and IT policy issues. The vendor's key contacts must be available to meet with URCA's personnel to review quarterly reports and discuss relevant topics.
- e) Disclose any instance of termination for default of a contract for IT services provided by the vendor to a client within the past five years. Termination for default means a notice from a client to stop services for non-performance or poor performance, including any litigation or dispute resolution of the issue. If termination for default has occurred within the past five years, the vendor should list that party's name, address, and telephone number. URCA will evaluate the facts and may, at its sole discretion, reject the vendor's proposal. The vendor should provide a declaration if no such termination for default has occurred within the past five years.

- f) Provide details of any additional services beyond the scope of this RFP that the firm provides which may be of interest to URCA.

Section D should include the Cost of Services. The cost of services should include:

- a. submit a FIXED FEE service contract for a three (3) year renewable for up to twelve (12) months by agreement between the parties. The fee must be broken out into annual costs payable per a clear monthly or quarterly schedule. The annual fee shall be constant for the first two (2) years at a minimum.
- b. list any equipment or services that would not be covered in the fixed contract price. The vendor shall indicate the impact of changes in URCA's IT infrastructure (number of servers and PCs) on the fixed fee.
- c. identify the following for those services that are not under the fixed fee:
 - i. A fee schedule containing the vendor's hourly rate.
 - ii. A description of how fees for services outside the fixed fee contract will be billed.
 - iii. A description and the amounts of any additional charges, as in out-of-pocket expenses for travel, subsistence, etc.

Section E should include a Draft Contract. The draft contract must be consistent with the terms of service in the submitted proposal. URCA will review the contract, and the final terms and conditions will be subject to URCA's approval.

5. Evaluation Criteria

An URCA-appointed selection committee will review all proposals based on the following criteria and make a recommendation to URCA's Chief Executive Officer:

- Section A: Letter of Transmittal
- Section B: Business Profile
- Section C: Detail Proposal
- Section D: Cost of Services
- Section E: Draft Contract

URCA will evaluate the proposals based on the submission and any specifically requested information. URCA will consider all facets of the proposal, including the price and commercial terms and conditions. URCA will use the rating system in Table 1 below to evaluate and score the proposals.

Table 1. Rating System

Section A: Letter of Transmittal	10%
Section B: Business Profile	15%
Section C: Detail Proposal	25%
Section D: Cost of Services	40%
Section E: Draft Contract	10%

Selection and Negotiation with Service Provider

The contract award will be made to the firm whose bid receives a favourable evaluation, recommendation from the selection committee, and approval by URCA’s Board. URCA will conduct its evaluation and select its preferred Service Provider. URCA shall not be bound to accept the highest scoring proposal, or any proposal submitted. URCA reserves the right to choose freely among Respondents, selecting none or using the quotation as a basis for further dialogue with any or all Respondents.

Respondents shall not consider the commencement of negotiations with URCA as a commitment by URCA to enter into a contract with the Respondent. The selection shall remain subject to successful commercial negotiation of the terms and conditions of an agreement. In the case where URCA cannot agree to terms and conditions with the preferred Service Provider to URCA’s satisfaction, URCA reserves the right to negotiate with the next best-qualified bidder until a satisfactory agreement has been concluded.

6. Submission Requirements

Respondents must submit the Proposal and all associated documents by the following guidelines **ONLY**. The Respondents must submit **Four (4) PRINTED COPIES** of the Proposal in sealed, opaque packages marked **“Proposal for IT Support Services”** and addressed to:

J. Carlton Smith

Chief Executive Officer
Utilities Regulation and Competition Authority
Frederick House, Frederick Street
PO Box N-4860
Nassau, Bahamas
Email: info@urcabahamas.bs

URCA must receive the Proposal by 5:00 p.m. (Bahamian time) on **7 April 2023**. LATE RESPONSES OR SUBMISSIONS SHALL NOT BE ACCEPTED. In no circumstances should a Respondent submit its proposal or any part of it to any person at URCA via email, fax, or any other submission method, in addition to or of the above.

The contractual arrangements between URCA and the Service Provider will incorporate the Proposal's contents. URCA underlines the importance of receiving honest, accurate, and complete answers to all areas of the RFP. Failure to comply with all the submission requirements above (including packaging) may result in rejection or disqualification of the proposal.

7. Clarification Questions and Additional Information

Persons seeking clarification or additional information on any matter involving this RFP or the process (other than a submission of proposals) in writing by email, fax, or mail to the "Project Manager – RFP for Information Technology Support Services" at the following address with the subject "**RFP for Information Technology Support Service Question**":

Project Manager
RFP for Information Technology Support Services
Utilities Regulation and Competition Authority
Fredrick House Fredrick Street
P.O. Box N-4860 Nassau, The Bahamas
Email: info@urcabahamas.bs

Questions must include the enquirer's full contact details (mailing address, email address, and fax number). Please state if the question is general or involves a specific issue in the RFP and, if so, which one. URCA will acknowledge receiving such questions and answer them **by email** as soon as practicable.

URCA will inform if it cannot answer a question within five (5) working days of receipt or at the latest seven (7) days before the Submission Deadline. Responses that URCA decides to be of general interest to all prospective RFP Respondents will be uploaded to URCA'S website at www.urbahamas.bs as an addendum no later than 5:00 p.m. on 24 March 2023. **URCA will not accept requests for further information or clarification after 31 March 2023.**

8. Expenses

Each Respondent shall be liable for all costs incurred in this RFP process, and URCA shall not accept or bear any responsibility to compensate any Respondent.

9. Miscellaneous

This RFP and TOR create no obligation (legal or otherwise) on URCA to award a contract to or compensate the respondent for any costs incurred during the proposal presentation, response, submission, presentation, etc. URCA also reserves the right to negotiate further with the respondent to this RFP and TOR.