



**Attorney General and Ministry of Legal Affairs**

**Judiciary**

**Request for Proposals  
For  
Court Security Services**

**Request for Proposals No.: MPS/2018-21/DCS/S/0001**

**Issued: Monday, December 24, 2018**

**Submission Deadline: Friday, January 25, 2019 02:00:00 PM AST**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Court Security Services**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, through the Judicial Department, Magistrates’ and Supreme Courts, Department of Court Services is requesting proposals from qualified security service providers with the intention of entering into a two (2) year Security Service contract, for an initial period from February 1, 2019 to March 31, 2021, with an option to review for an additional year based upon the contractor’s satisfactory performance and available funding.

The intent of this contract is aimed to provide a safe and secure environment to assist with the administration of justice so that all citizens can utilize services without concern for their personal safety.

The Government of Bermuda is seeking proposals for the primary purpose of contracting security services for Magistrates’ and Supreme Courts and Court Services including the security administration, on site security screening, reporting, emergency response services (as needed) and the daily monitoring of CCTV cameras.

Location of Buildings:

- Dame Lois Browne-Evans Building, 58 Court Street, City of Hamilton; and
- Supreme Courts 1, Sessions House, 21 Parliament Street, City of Hamilton;

The services included in a contract comprises of the supply of all labour, materials, equipment and incidentals necessary to provide appropriate unarmed security guard services. The successful contractor shall provide uniformed security services in and around the said properties as outlined in the scope of service.

The successful security service contractor will implement the courts security objectives according to policies and procedures which may include, but not limited to the following general tasks.

1. Entry and egress access control
2. Roving patrols of interior and exterior of building
3. Visitor and building employee identification verification
4. Incident and daily operating reports
5. Monitoring and responding to building intrusion detection systems
6. Monitoring alarms and fire detection equipment
7. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures
8. Monitoring of CCTV equipment
9. Other specific tasks as required

The successful contractor will provide appropriate and necessary management and supervision of all Contractor’s staff and shall be solely responsible for instituting and invoking disciplinary action of an employee not in compliance with Court rules and regulations as well as other policy

established by the contracting parties. Any Contractor's staff shall be removed from the site, when required to do so by management representing the Departments, if they are considered to be performing unsatisfactory or deemed undesirable, subject to any applicable law. Security staff hired, must be trained and conduct themselves in a professional manner to meet or exceed requirements.

The Security vetting is a condition within the Court Security Service requirement. The successful contractor must ensure all court security officers are security vetted by the Bermuda Police Service before that person is assigned as a designated court security staff member. Furthermore, to ensure the contractor's staff are suitable for the courts the Court Service Management reserves the right to interview all contracted security staff that have been selected by the successful Proponent before the security staff being assigned to this contract.

The successful contractor must develop a comprehensive set of standard operating procedures (SOP) documenting both general procedures as well as site specific responsibilities. The SOP shall be prepared prior to commencement of the contract and must be reviewed and approved by said judicial departments' management within thirty (30) days from the commencement date of the contract and services. All security officers will be required to read and verify that they understand the orders, and at minimum, shall be tested during on the job training, annually and more frequently during site inspections. They will also be required to pass on site drills throughout the tenure of their contract.

The successful contractor shall be responsible for accommodating regular and additional duty hours as may be requested.

The implementation of a security services management program must be achieved seamlessly and without interruption.

## **1.2 RFP Contact**

For the purposes of this procurement process, the "RFP Contact" will be: Ms. A. Daniels at [adaniels@gov.bm](mailto:adaniels@gov.bm)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

Proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to Ms. A. Daniels at [adaniels@gov.bm](mailto:adaniels@gov.bm) prior to the Submission Deadline noted in the RFP timetable below.

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal on a regular basis during the procurement process.

### 1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the Government for the provision of the Deliverables in the form attached as Appendix A to the RFP (the "Agreement"). It is the Government's intention to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of 2 years, with an option in favour of the Government to extend the Agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 1 year.

Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

### 1.4 RFP Timetable

Issue Date of RFP	Monday, December 24, 2018
Pre-Bid / Site Meeting	Friday, January 11, 2019 10:00 AM
Deadline for Questions	Monday, January 14, 2019 4:00 PM
Deadline for Issuing Addenda	Friday, January 18, 2019 4:00 PM
Submission Deadline	Friday, January 25, 2019 02:00:00 PM
Irrevocability Period	120 calendar days
Anticipated Execution of Agreement	Monday, April 01, 2019

All times listed are in Atlantic Standard Time (AST). The RFP timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

#### Pre-Bid/ Site Meeting

A single meeting for prospective proponents will be held at the Dame Lois Browne-Evans Building on December 24, 2014 at 10:00 a.m. for Proponents to familiarize themselves with the premises and the general scope of works. All Proponents must arrive on time. Late arrivals will not be accommodated. Proponents will be required to sign in. Please advise in advance your attendance by sending an email to [adaniels@gov.bm](mailto:adaniels@gov.bm). Please note, no more than two representatives from each service provider.

### 1.5 Submission of Proposals

#### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Magistrates' Court  
Dame Lois Browne-Evans Building,  
58 Court Street  
Hamilton Bermuda, HM12  
Reception located on the 3rd floor  
Attention: Andrea Daniels

#### 1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and

responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents shall submit at minimum 5 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Friday, January 25, 2019 2:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Proposals**

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

### **1.5.6 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of 120 calendar days running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The Government will conduct the evaluation of proposals in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

#### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The Government will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Government, be disqualified and not evaluated further.

#### **2.3.2 Rated Criteria**

The Government will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

### **2.5 Selection of Top-Ranked Proponent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Government, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

## **2.6 Notice to Proponent and Execution of Agreement**

Notice of selection by the Government to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Government and may be waived by the Government.

## **2.7 Failure to Enter into Agreement**

In addition to all of the Government's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Government may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, the Government may include information provided by the proponent's referees and may also consider the proponent's past performance or conduct on previous contracts with the Government or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information and empirical data contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, travel or demonstrations.

#### **3.1.7 Proposal to be Retained by the Government**

The Government will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Government makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Equivalency**

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The proponent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. No such communications are to be directed to anyone other than the RFP Contact. The Government is under no obligation to provide additional information, and the Government shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

### **3.2.4 Verify and Clarify**

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP

Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the proponent's proposal.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once the Agreement is executed by the Government and a proponent, the other proponents may be notified directly in writing of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

#### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Government's Procurement Protest procedures. The notice must provide detailed explanation of the proponent's concern with the procurement process or its outcome.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The Government may disqualify a proponent for any conduct, situation or circumstances, determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The Government may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents shall not in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any proponent.

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Government; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.8 Past Performance or Past Conduct**

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or

- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.4.9 No Collusion**

Proponents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Government**

All information provided by or obtained from the Government in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the proponent to the Government immediately upon the request of the Government.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by the Government to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **3.6 Reserved Rights and Limitation of Liability**

### **3.6.1 Reserved Rights of the Government**

The Government reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;

- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Government;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

- (a) neither the Government nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Government's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Government; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The terms and conditions found in the sample Form of Agreement (Appendix A) of this RFP is intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

See Annex A - Form of Agreement



## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Payroll Tax Number issued by the Government of Bermuda:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

**3. Rates**

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

**4. Addenda**

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, \_\_\_\_\_ to \_\_\_\_\_ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word “None”. The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent confirms it has read, received and complied with these addenda. Proponents who fail to complete this section will be deemed to have received all posted addenda.

**5. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**6. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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**7. Proposal Irrevocable**

The proponent agrees that its proposal shall be irrevocable for a period of 120 calendar days following the Submission Deadline.

**8. Disclosure of Information**

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 (“Act”). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

**9. Execution of Agreement**

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes which should be itemized separately.
- (c) Pricing quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

#### Price Evaluation Method

Pricing must be evaluated after the completion of the Rated Criteria. The evaluation team lead will conduct this part of the evaluation process.

Points will be assigned to each proposal using the following formula:

Step 1 (proponent’s bid – low bid price)/low bid price = % in excess of low bid.

Step 2 Points available- (% in excess X Points Available) = points awarded.

For example If Lowest bid is 100,000 and BID B is \$150,000. Bid B is 50% higher than low bid and loses 50% of the available points. If 40 points are available the lowest bid receives 40 points Bid B receives 20 points. Bids exceeding the low bid price by 100% or more receive 0 price points.

In addition to any rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
  - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

### **3. Required Pricing Information**

See Annex B - Annex B - Financial Proposal Pricing Form

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **Court Security Services**

The Government of Bermuda is seeking proposals for the primary purpose of contracting security services for Magistrates' Court and Court Services including the security administrative, on site security screening, reporting, emergency response services (as needed) and the daily monitoring of CCTV cameras. As well as provisioning similar services on an as needed basis for the Supreme Court.

The intent of this contract is aimed to provide a safe and secure environment to assist with the administration of justice so that all citizens can utilize services without concern for their personal safety.

The needs are outlined in the Request for Proposal ("RFP") and Scope of Works documents herein. The information contained in this RFP is confidential and proprietary. This RFP is provided for the exclusive use by a qualified bidder (potential "contractor") to prepare and submit their proposal. All proposals and supporting documentation shall become the property of the Judicial Department and will not be returned.

See Annex C - Annex C - Scope of Services and Specification

### **B. MATERIAL DISCLOSURES**

#### **Court Security Services**

The successful proponent shall be responsible for all permits, licences, or certificates necessary for the performance of the requirements.

The successful Proponent shall adhere to all applicable Bermuda codes and bylaws.

Selected Contractors must adhere to the following:

- Provide hand held metal detectors
- Provide tickets to identify prohibited items temporarily seized via the security screening process
- Provide uniforms for staff
- Provide security log books for recording officers' hours, change of duties, seizure of illegal items
- Provide templates (documents) to record incidents - fire alarms, disorderly conduct, stealing, wilful damage
- Provide additional officers as required to maintain the security of the Courts
- Provide hand held radios for transmission between officers
- No using of cellular telephones whilst on duty

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **3. Other Mandatory Submission Requirements**

#### **Certificate of Confirmation of Non-Collusion**

Each Proposal must include a signed copy of the Certificate of Confirmation of Non-Collusion form.

#### **References**

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last three (3) years.

See Annex D - Annex D - Business and Bank References

#### **Certificate of Incorporation**

A signed copy of the Certificate of Incorporation must be included for proponents that are companies/corporations.

#### **Technical Submissions**

##### **PROPOSED TECHNICAL APPROACH & METHODOLOGY**

Technical approach, methodology and work plan are key components of the Technical Proposal. Proponent are suggested to present their Technical Proposal – a maximum of five (5) pages of narrative, supported by relevant and appropriate charts and diagrams divided into the following three (3) sections:

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing

#### **1. Technical Approach and Methodology**

In this section, Proponent should explain their understanding of:

- the objectives of the assignment;

- approach to the services & methodology for carrying out the activities;
- obtaining the expected output and
- The degree of detail of such output.

Proponent should highlight the tasks & problems to be addressed and their importance, and explain the technical approach proponent would adopt to address them. Proponent should also explain the methodologies proponent propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

## **2. Work Plan**

In this section proponent should propose:

- the main activities of the assignment, their content and duration;
- phasing and interrelations of the main activities and
- Milestones - including interim approvals by the Client and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

## **3. Organization and Staffing.**

In this section, proponent should propose the structure and composition of proponent team. Proponent should list the main disciplines of the assignment, the key expert responsible, and the tasks to be addressed by each team member and proposed technical and support staff.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Enhanced Bermuda Police Service Security Vetting**

All proposed contractor's employees must satisfy this requirement. A report must be submitted for each employee.

The Security Vetting is a condition with the Court Security Service requirement. The successful vendor must ensure all court security officers are security vetted by the Bermuda Police Service before that person is assigned as a designated court security staff member. Furthermore, to ensure the contractor's staff are suitable for the courts the Court Service Management reserves the right to interview all contracted security staff that have been selected by the successful bidder before the security staff being assigned to this contract.

See Annex E - Vetting Form

### **Certification/Training**

Proponents must have a valid Bermuda Government Security License. In addition, all security officers must have a valid Bermuda Government Security Certificate as of the submission deadline of this RFP. "The Contractor will be required to maintain this certification over the term of the Contract."



Each security officer must have a certification in conflict management skills and officer safety training which would include the restraining and escort of persons from the Court Precincts. Security Officers that have certification in "Nonviolent Crisis Intervention" training will be an asset.

### **Support of Services**

Each Proponent shall include any and all support and implementation services and equipment your company will provide relevant to the implementation of this contract.

## **E. PRE-CONDITIONS OF AWARD**

### **Insurance**

#### Professional Indemnity/Liability Insurance

Each proponent must show proof with submission with their proposal, and that it will be covered by insurance for the duration of the contract.

Required Insurance:

a. Public Liability Insurance for Third Party Bodily Injury and Third Party Property Damage. (This insurance must be extended to include liability arising out of false arrest, false imprisonment, malicious prosecution, defamation of character, libel or slander caused by any facts or omissions of the Bidder's employees while acting within the scope of their security duties).

b. Workmen's Compensation Insurance limits to commensurate with statutory benefits, and Employer's Liability Insurance.

It is required that the Government of Bermuda shall be indemnified as Principal under all of these insurances required herein.

In addition, the above Commercial Liability Policy shall provide coverage for liability assumed under this RFP by the Bidder, including claims that might be brought against the Judicial Departments by an employee of the Bidder. The "Government of Bermuda" shall be a name insured under the policy.

The successful Contractor shall have in place a tracking mechanism (log book, electronic sign-in etc.) for verification of work, and such mechanism must be stated in the response to the Request for Proposals.

### **Financial Checks**

Prior to awarding a contract to the selected proponent, the contracting department will perform financial checks to confirm whether the proponent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the bidder is a proper legal entity that is in good standing.

### **Security Vetting**

The Security vetting is a condition with the Court Security Service requirement. The successful contractor must ensure all court security officers are security vetted by the Bermuda Police Service before that person is assigned as a designated court security staff member. Furthermore, to ensure the contractor's staff are suitable for the courts the Court Service Management reserves the right to interview all contracted security staff that have been selected by the successful Proponent before the security staff being assigned to this contract.

## Safety and Health

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act Regulations of 2009. The Government of Bermuda Health and Safety policy includes the provision that no alcohol or prohibited drugs may be consumed on the site or in any vehicle related to the works or service provided. Also, no employee of the Contractor or sub-contractor shall be under the influence of alcohol or drugs whilst at work.

The successful Contractor must comply with all legal requirements of all levels of government and verification of drug testing of their staff. All workplace injuries, accidents, or other incidents must be reported to the Departments by the successful Contractor within twenty-four (24) hours.

## F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

#	Category	Weighting (%)	Threshold
1	Pricing	25	N/A
2	Local Benefits	10	8/10
3	Experience & Capability	25	8/10
4	Financial Capacity and Stability	25	8/10
5	Business References	15	8/10
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Local Benefits

The local benefit considerations will be given to each of the following factors when proposals are evaluated:

- Engagement of Bermudian employee (%) during the project ;
- Use of local businesses in the proponent's supply chain;
- Use of local sub-contractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations and Safety and Health policy (each proponent to provide a copy)

See Annex F - Annex F - Local Benefits

### **3. Experience & Capability**

Each proponent should provide the following in its proposal:

1. a brief description of the proponent;
2. a description of its knowledge, skills and experience relevant to the Deliverables; and
3. the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

The following questions will be considered when each proposal is evaluated:

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the proponent have the support capability required?
- Do the persons who will be working on the project have the necessary skills?

### **Information/Background on the Company**

Provide a brief introduction, organizational chart, address the size of the company, the number of years in business, the availability of the company to perform the tasks and services requested, and the history of the company. Include key contact information (address, telephone, and email). Include a copy of the Company's Certificate of Incorporation.

### **Key Personnel/Qualifications**

Provide a brief resume' for the Service Manager and for each of key persons proposed to work on this project. Credentials of corporate executives or company principals are not necessary or desired unless these individuals will play an active role in the proposal.

### **4. Financial Capacity and Stability**

Proponent provide a reference from a bank or other financial institution confirming the proponent financial capacity and stability to provide the necessary financial resources to complete the services in accordance with the scope of works.

### **5. Business References**

Proposals shall be evaluated on the following

- Availability of competent and qualified personnel and other resources to perform the Services;
- Qualifications and past performance of assigned staff for similar assignments;
- The proponent's corporate background and performance on similar projects;
- Proposed quality management plan for the project;
- Business integrity management system;

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last three (3) years in addition to one Bank reference.

The following questions will be considered when each proposal is evaluated: -

- Does the proponent have previous relevant and positive experience in planning and completing projects of this type and scope?
- Does the proponent have prior experience in working with public sector organizations?

# **APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

## **Notes for the Proponents**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive proposals from suitably qualified persons or entities. In recognition of this principle, each person or entity that submits a proposal will be required, by way of the signature of a duly authorized representative of the company, to confirm that the proposal has been submitted without any form of collusion.

All proponents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the proponent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the proponent and/or any party involved in the matter.

Any proponent that submits false information in response to this Request for Proposals (RFP), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

## **Confirmation of non-collusion**

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have not fixed or adjusted the amount of the proposal or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the RFP pack, or supplementary information provided to all proponents.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the RFP Contact the amount or approximate amount of my/our proposed proposal (other than in confidence in order to obtain quotations necessary for the preparation of the proposal for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of \_\_\_\_\_