



**Attorney General and Ministry of Legal Affairs  
Department of Court Services**

**Request for Proposals  
For  
Electronic Monitoring**

**Request for Proposals No.: 2018-1DCS**

**Issued: Friday, February 01, 2019**

**Submission Deadline: Thursday, February 28, 2019 12:00:00 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 **Electronic Monitoring**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda is seeking to expand and maintain its programmes to monitor, manage and change behaviours in offenders, with the protection of the community as the primary consideration. Electronic monitoring involves having an electronic bracelet (device) attached to an offender, deemed to be in need of intensive monitoring, and/or having restrictions placed on their movements. The offenders remain in the community, with mechanisms to promote behaviour change and minimize risks to the community. Therefore, the Government is seeking a reliable partnership with a proponent who will effectively and efficiently manage, maintain and monitor this programme utilizing state of the art equipment and services.

The Ministry of Legal Affairs’ Electronic Monitoring Programme currently consists of GPS/cellular tracking devices that have been placed on offenders that are categorized in one of the following groups: a) Pre-trial Monitoring or b) Post-trial Monitoring (during community-based supervision). The Government is seeking to retain the services of eligible and suitably qualified local or overseas-based firms specializing in the provision of offender monitoring hardware.

The proponent must furnish costs for a complete “system”, leveraging existing technologies across the Government, relevant to the proposed Electronic Monitoring Programme, for the duration of the initial three years contract, as well as the costs for optional products. Although cost is a significant consideration, product reliability and performance; customer service and support; staff knowledge and qualifications; company financial stability; and local benefit to Bermuda are also critical to the selection of the preferred proponent for the proposed system by the Government.

The successful applicant will provide the appropriate and necessary monitoring and management of all equipment and users. In addition, will be responsible for general reports and alerts for the fully operational functions of the programme.

## 1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: Gina Hurst-Maybury, Director, at email [ghurst@gov.bm](mailto:ghurst@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 Gina Hurst-Maybury, Director, at email [ghurst@gov.bm](mailto:ghurst@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 3 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	Friday, February 01, 2019
No Pre-Bid / Site Meeting	
Deadline for Questions	Thursday, February 21, 2019 4:00 PM
Deadline for Issuing Addenda	Tuesday, February 26, 2019 4:00 PM
Submission Deadline	Thursday, February 28, 2019 12:00:00 PM
Irrevocability Period	90 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.

### 1.5 Submission of Proposals

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

Proposals must be submitted to:

Government of Bermuda, Ministry of Legal Affairs  
Department of Court Services  
DLBE Building, 3rd Floor  
58 Court Street  
Hamilton HM 12  
Attention: Mrs. G. Hurst-Maybury, Director  
Ref: Proposal for Electronic Monitoring Programme – 2018-1DCS

#### 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 Thursday, February 28, 2019 12:00:00 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 90 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-notice>. 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 – SAMPLE 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 90 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 30 points of the total score.

The maximum number of points assigned to the financial proposal is allotted to the lowest price proposal. All other price proposals receive points in reverse proportion.

The points allotment will be calculated in accordance with the following standard pricing formula:

Maximum (Lowest Price) = 30 Points

Minimum (Highest Price) = 1 Point

The Government expect the proponent to provide a proposal that includes all costs associated with providing these services over a one year period.

- Describe all the costs for the relevant period;
- Describe the proposed billing and schedule associated with your proposal.
- Please present detailed information on the firm’s proposed fee schedule for the specifications proposed and for any variation for non-routine services.
- Please provide specifics as to definitions of routine versus non-routines tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- Fees must be quoted separately for manned service, alarm call-outs and any other additional services offered.
- The base price must be noted.
- The proposal must specify costs under two categories:

- Cost of Acquisition Costs associated with the products and services required to design and install the proposed solution at one of each of the four categories of buildings on the plan; Training Costs; Unit costs of equipment required to rollout to remaining locations. This should include discount opportunities available along with any terms and conditions for volume purchase agreements; and Service related costs should be documented in the form of a Payment Schedule corresponding to milestones on high-level project plan.
- Cost of Ownership Annual License fees; Annual Service, support & maintenance contracts (including rates applying for 24x7x365 where required and other packages in order to achieve desired service levels depending on the criticality of locations); Hourly rates for non-contract related services; and Training (including costs for various types of courses and training).
- Quantity - Government intends to enter into an agreement with a minimum of 50 devices for the term of the contract. Pricing should be provided for the following thresholds:
  - 30 devices + 5 spares = 35 devices
  - 40 devices + 5 spares = 45 devices
  - 50 devices + 5 spares = 55 devices
  - Single unit pricing above and beyond each threshold

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 - Electronic Monitoring System Pricing Sheet

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **Electronic Monitoring programme**

##### **STATEMENT OF REQUIREMENTS**

The Government of Bermuda is seeking to expand and maintain its programmes to monitor, manage and change behaviours in offenders, with the protection of the community as the primary consideration. Electronic monitoring involves having an electronic bracelet (device) attached to an offender, deemed to be in need of intensive monitoring, and/or having restrictions placed on their movements. As, they remain in the community, with mechanisms to promote behaviour change and minimize risks to the community, the Government is seeking a reliable partnership with a proponent who will effectively and efficiently manage, maintain and monitor this programme utilizing state of the art equipment and services.

Proponent must furnish costs for a complete “system” leveraging existing technologies across the Government, relevant to the proposed Electronic Monitoring programme, for the duration of the initial three years contract as well as the costs for optional products. Although cost is a significant consideration, product reliability and performance, customer service and support, staff knowledge and qualifications, and company financial stability are also critical to the selection of the preferred proponent for the proposed system by the Government.

##### **1.1.1 Core Features**

The following features must be delivered by the proposed solution:

1. Wireless connections
2. Removable instruments and installation
3. Quick response and reporting
4. Tracking mechanisms
5. High Availability for selected locations
6. Identification variables – Violation & performance management
7. 5 year warranty on products
8. Support and recovery services.

##### **1.1.2 High Performance, Reliability & Availability**

The equipment must be highly reliable in a wide range of climatic conditions and environments. The Real Time for notifications and Violations of the devices and equipment must be precise with almost instantaneous notification. High frequency and detection is required for certain Key Locations. At these locations the solution must include contingencies for potential losses of service as follows:

1. Protection mechanisms
2. Backups in power surge
3. Fault Identification
4. Reliable Software
5. Designed to allow for High Availability for Key Areas

The Key Buildings, Sites that require High Availability will be serviced and therefore the solution must provide for contingencies in the event that any component fails.

### **1.1.3 Serviceability**

The programme and equipment must be easy to maintain and, in the event of failure, easy to repair. The solution must have extensive monitoring and troubleshooting tools as part of the package. The equipment must be easy to configure, outfit, commission and deploy. In addition, must:

1. Monitoring tools for alarms, utilizations, troubleshooting
2. Rollout easy to configure and replacement parts
3. Training for local technical officers and vendors to provide standard installation and first tier support
4. Troubleshooting capabilities.
5. Connectivity and Fault Management
6. Shock and Water resistant devices
7. Individually coded

### **1.1.4 Security**

The solution must provide industry best practice security, including but not limited to:

1. Authentication
2. Intrusion and detection of non-standard (suspect) activity
3. Recovery security incidents (such as service attacks; breakage in connectivity/reception).
4. Quarantine unknown devices and control tampering
5. Security control at all operational levels
6. Backups

### **1.1.5 Supportability**

The successful proponent must be able and willing to provide support for the duration of the contract term, a three year period, and to provide a basis for this statement.

The equipment should also be easy for the Ministry of Legal Affairs/Department of Court Services' staff, technical officers and selected participants to learn and understand and training must be provided as part of the package.

The monitoring programme system must have the ability to network and auto-discover equipment and build mapping, along with automatically discovering new equipment when added and/or removed.

### **1.1.6 Scalability**

The Electronic Monitoring of offender locations range from small units or space to locations that contain multiple complexes. The successful proponent's product set must be able to demonstrate the capability to cover this range of programming and monitoring requirements. In addition, the equipment must be scalable enough to allow for growth without requiring an upgrade to accommodate additional devices and/or services.

1. There are four sizes of locations
  1. Small residential areas of varying population density
  2. Duplex accommodations or residential (e.g. hospital, residential facilities, correctional institutions)
  3. Key Offices to be guarded against
  4. Core Sites and mix of offender or technical officer interfaces

### **1.1.7 Connectivity**

Equipment must offer a range of interfaces to support current and future MINISTRY OF LEGAL AFFAIRS and/or technical officer requirements.

- Pluggable units for charging
- Mix of customer interfaces (levels of risk)
- Compatible with computer equipment for monitoring
- Capacity for growth
- Radio Frequency

### **1.1.8 Features - Operations, Administration & Management**

Equipment must have extensive fault management and performance tools to allow technical officers to be proactive with identifying, analyzing and carrying out monitoring quickly, as well as provide data for the purpose of service level management and infraction responses. Following are some of the functions required of the system.

1. Behaviour Management
2. Tampering identification
3. Auditing
4. Physical & Logical Inventory
5. Security Management
6. Topology discovery or identification
7. Performance management
8. Troubleshooting capabilities (including remote capabilities)
9. Sending Alerts via Email and/or phone
10. Reset features

### **1.1.9 Acceptance Testing**

The Proponent will perform extensive testing of devices to ensure that the programming and equipment in all areas is operational and maximized for performance.

The acceptance test shall include, but not be limited to, a successful trial demonstrating:

1. A consistent connection between a computer and the internet and file transfer to and from a data server from various locations throughout the community
2. Uninterrupted service recovering from various internal hardware or signal failures
3. Installation & configuration of representative components of the proposed solution
4. Security

The Proponent will display the connection statistics between the core switch and satellite switches showing no errors. Proven demonstration of service delivery, by current users, for off- island partners, with preference for criminal justice programme or service reporting.

#### **1.1.10 Training MINISTRY OF LEGAL AFFAIRS personnel and other technical staff**

The Proponent will provide training for up to six (6) members of the MINISTRY OF LEGAL AFFAIRS and/or technical officers on the following:

1. Equipment usage and management
2. GPS positioning and signalling
3. Inclusion and Exclusion Zoning
4. Status reporting and generation, print-outs
5. Hardware and software configuration and installation for equipment used
6. Proponent's contacts, trouble-reporting and trouble escalation

#### **1.1.11 Training to selected local technical support service providers**

The selected proponent will provide training for up to ten (10) individuals from selected Technical Support Service Providers that will form part of on-going support and installation structure for the network on and on-going basis. The training will consist of:

1. Equipment diagnostics
2. Hardware and software configuration
3. Status report interpretation
4. Installation for equipment
5. Vendor's contacts, trouble-reporting and trouble escalation processes

#### **1.1.12 Product Support, Maintenance & Warranty**

The successful vendor must demonstrate sufficient product support resources in Bermuda to deliver routine support, maintenance and warranty service levels.

The Ministry of Legal Affairs requires that the successful proponent to provide and maintain a minimum of three (3) technical resources to function as primary and secondary support personnel to the Ministry of Legal Affairs' account once the programme is implemented and operational.

These two resources are required for the following reasons:

The Ministry of Legal Affairs is a Mission Critical organization to the Government of Bermuda. Monitoring of offenders at all levels of risk require 24 hour monitoring and enforcement to enhance the protection of the community and engender the support of all key stakeholders within the criminal justice system. The programme and services must be 24/7 and 365 days a year. Any Proponent that cannot provide the required minimum three (3) technical personnel, with hands-on skills, to support the MINISTRY OF LEGAL AFFAIRS' Electronic Monitoring programme and infrastructure requirements cannot be considered.

The Government of Bermuda, MINISTRY OF LEGAL AFFAIRS will be maintaining an Electronic Monitoring Programme that tracks and monitors offenders throughout Bermuda. The selected proponent will provide a dynamic state-of-the-art programme that will form the backbone for the



enhanced monitoring and behaviour change of offenders in two Phases – namely Pre-trial Monitoring and Post-trial Monitoring.

See Annex C - Electronic Monitoring System Specifications

## **B. MATERIAL DISCLOSURES**

N/A

## **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**

#### **1. Certificate of Confirmation of Non Collusion (Appendix E)**

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

#### **2. Certificate of Incorporation**

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

#### **3. Proponent Technical Proposal**

Proponent technical proposal must include following: narrative, charts and or diagrams and work plan. In addition to completed copy of the Technical Proposal Requirements form.

See Annex D - TECHNICAL PROPOSAL REQUIREMENTS

#### **4. Proponent Response Checklist**

Each proposal must include the completed checklist and ensure the related information is included in their proposal.

See Annex E - PROPONENT RESPONSE CHECKLIST

### **5. References**

Each proponent is requested to provide two (2) 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.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Features**

The following features must be delivered by the proposed solution

- Wireless connections
- Removable instruments and installation
- Quick response and reporting
- Tracking mechanisms
- High Availability for selected locations
- Identification variables – Violation & performance management Support and recovery services.

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

### **1. Safety and Health**

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupation Safety and Health Regulations of 2009.

Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.

### **2. Proof of Insurance**

The successful proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies and/or certificates as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

### **3. Insurance and Liability of third Parties**

The successful proponent shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The successful proponent shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The successful proponent shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

### **4. Financial Checks**

Prior to awarding a contract to the selected proponent(s), 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 proponent is a proper legal entity that is in good standing.

**5. Proof of Experience and Capacity.**

Prior to awarding any contract the Ministry of Legal Affairs reserves the right to require the proponent to submit such evidence of qualifications as it may deem appropriate. This evidence may be concerning financial, technical and other qualifications, as well as the relevant experience and skills of the proponent.

**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.

Prior to making a final selection, the Government will determine whether to conduct oral presentations. The decision will be based on the quality and quantity of responses received. If it is determined that oral presentations are needed they will be conducted at no expense to the Government. Oral presentation may be by phone or in person. In-person presentations will take place as directed by the Government on a yet to be determined date at no expense to the Government.

As part of the selection process, the Government reserves the right to interview, either in person or via phone, all candidates for on-site staff that are proposed to perform the work defined within this RFP. The Government may also request a change to proponent staffing after a proponent has been selected if upon on-site efforts the Government deems the relationship to not be acceptable. Replacement staff will be subject to additional interviewing and approval by the Government at no additional cost to the government.

For this particular request, a physical demonstration of the capabilities of the proposer will be needed. This will be at a time mutually decided upon for any proposer whom meets the noted criteria, and achieves 56 points or above on the performance assessment.

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Proposed Technological Solution and Methodology and overall approach to the Statement of Requirements	30	24/30
3	Experience and Qualifications, References	10	8/10
4	Ability and Capability to perform required services	10	8/10
5	Local Benefit	10	8/10
6	Warranty and Customer Service	10	8/10
<b>Total Points</b>		100	

**1. Pricing**

See Appendix C - Pricing

## **2. Proposed Technological Solution and Methodology and overall approach to the Statement of Requirements**

The proponent relationship with the manufacturer is an important indicator of the Proponent's ability to provide both short and long term support.

In the short term, the proposed solution must be able to co-exist with current equipment to facilitate a phased and risk adverse rollout program.

In the long term, the network is mission critical and support structures must be sustainable. To this end, the response must include:

- a) A list of all manufacturers that are relevant to the proposed solution and provide details on the length of the Proponent's relationship with each manufacturer.
- b). Details of any industry partnerships that are relevant to the proposed solution, including any software alliances.

## **3. Experience and Qualifications, References**

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?
  - Can the proponent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?

## **4. Ability and Capability to perform required services**

List the names and capabilities of each staff member assigned to the contract

List history of similar service provision for government or private law enforcement entities locally or internationally.

List the areas of responsibility of each staff member assigned to the contract

There should be no fewer persons as needed to deliver the contracted services on a 24/7 basis year round, including annual leave, and sickness.

How will the service be delivered in the case of natural disaster, or other actions beyond the control of the respondent, or because of the respondent, whether directly, or indirectly.?

## **5. Local Benefit**

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

- Engagement of Bermudian employee (75%) 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 policy (each proponent to provide a copy)

See Annex F - LOCAL BENEFITS FORM

## **6. Warranty and Customer Service**

Ability to act as an intermediary between the government and manufacturer, in regards to warranty issues.

Ability to sustain operations on a 24/7 basis accounting for staff annual and sick leave.

Ability to install units within a minimum of 24 hrs. from the time of notification. This includes weekends, and holidays.

Ability to give expert testimony to Bermuda courts, or quasi judicial boards regarding individual security situations of persons wearing an EMD.

Ability to repair, or have repaired units outside of the warranty period, in a timely manner.

Provide on a monthly basis, list of persons on an EMD as well as the supervising officer, time when put on the device, and list of violations.

# 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 \_\_\_\_\_