



**Attorney General and Ministry of Legal Affairs
Attorney General and Legal Affairs Headquarters**

**Request for Quotations
For
Court Security Services**

Request for Quotations No.: **MPS/2019-22/DCS/S/0002**

Issued: **Monday, June 17, 2019**

Submission Deadline: **Friday, July 12, 2019 04:00:00 PM AST**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Respondents.....	3
1.2 RFQ Contact	4
1.3 Type of Contract for Deliverables.....	5
1.4 RFQ Timetable.....	5
1.5 Submission of Quotations	5
PART 2 – EVALUATION AND AWARD	7
2.1 Stages of Evaluation	7
2.2 Stage I – Mandatory Submission Requirements.....	7
2.3 Stage II – Evaluation	7
2.4 Stage III – Pricing.....	7
2.5 Selection of Top-Ranked Respondent	7
PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS	9
3.1 General Information and Instructions	9
3.2 Communication after Issuance of RFQ	10
3.3 Notification and Debriefing	11
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information	13
3.6 Procurement Process Non-Binding.....	13
3.7 Governing Law and Interpretation.....	14
APPENDIX A – FORM OF AGREEMENT	16
APPENDIX B – SUBMISSION FORM.....	17
APPENDIX C – PRICING	20
APPENDIX D – RFQ PARTICULARS.....	22
A. THE DELIVERABLES.....	22
B. MATERIAL DISCLOSURES	22
C. MANDATORY SUBMISSION REQUIREMENTS	23
D. MANDATORY TECHNICAL REQUIREMENTS.....	23
E. PRE-CONDITIONS OF AWARD	24
F. RATED CRITERIA	25
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	27

ANNEX A - FORM OF AGREEMENT

ANNEX B - PRICING

ANNEX C - SCOPE OF WORKS

ANNEX D - BUSINESS AND BANK REFERENCES

ANNEX E - VETTING FORM

ANNEX F - LOCAL BENEFITS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Court Security Services**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Government through the Judicial Department, Magistrates’ and Supreme Courts, and the 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 2019 to 2021, with an option to review the terms of the contract for an additional year based upon the contractor’s satisfactory performance and available funding.

The contract aims 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 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 & 2, Sessions House, 21 Parliament Street, City of Hamilton.

The successful contractor will be responsible for the supply of all labour, materials, equipment and incidentals necessary to provide appropriate unarmed security guard services. The successful contractor will provide uniformed security services in and around the said properties as outlined in the scope of service.

The contractor will implement all 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 the interior and exterior of buildings
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 where an employee does not comply with Court rules and regulations or

policies established by the contracting parties. Any of the contractor's staff shall be removed from the site when required to do so by management representing the Government, 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 successful contractor must ensure that each security officer is 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 position of Security Services for the courts, the Court Service Management reserves the right to interview all contracted security staff that have been selected by the successful Contractor before the staff are assigned to provide services under 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 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 SOP, 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 RFQ Contact

For the purposes of this procurement process, the "RFQ Contact" will be:

Ms. Andrea Daniels - Manager, Magistrates' Court - Email: adaniels@gov.bm

Respondents 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 RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's quotation.

Respondents that download this file and intend to respond to this RFQ are required to register their interest with the RFQ Contact by emailing their company name and contact information to Ms. Andrea Daniels - Manager, Magistrates' Court - Email: adaniels@gov.bm prior to the Submission Deadline noted in the RFQ Timetable below.

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

1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the "Agreement"). It is the Government's intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of Two (2) years, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to One (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 RFQ Timetable

Issue Date of RFQ	Monday, June 17, 2019
Pre-Bid / Site Meeting	Tuesday, July 02, 2019 09:00 AM
Deadline for Questions	Friday, July 05, 2019 4:00 PM
Deadline for Issuing Addenda	Tuesday, July 09, 2019 4:00 PM
Submission Deadline	Friday, July 12, 2019 4:00:00 PM
Anticipated Execution of Agreement	Monday, September 02, 2019

All times listed are in Atlantic Standard Time (AST). The RFQ 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.

A single meeting for prospective proponents will be held at the Dame Lois Browne-Evans Building on July 2, 2019 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. Please note, no more than two representatives from each service provider.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations 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 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the respondent to deliver its quotation to the exact location

(including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit 5 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail. Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday, July 12, 2019 4:00PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

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

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn quotations.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

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

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

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 quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each qualified quotation 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 Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFQ 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 RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be Retained by the Government

The Government will not return the quotation or any accompanying documentation submitted by a respondent.

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 respondent. The contract with the selected respondent 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 respondent 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 RFQ

3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

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

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by respondents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. No such communications are to be directed to anyone other than the RFQ 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 RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ 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 RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents 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, Clarify and Supplement

When evaluating quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent's quotation. The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Procurement Protest procedures. The notice must provide detailed explanation of the respondent'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 RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent 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 quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent'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 respondent 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 respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents 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 Respondent Not to Communicate with Media

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

3.4.6 No Lobbying

Respondents shall not in relation to this RFQ 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 respondent.

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 quotations 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 RFQ.

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

Respondents 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 RFQ either before or after the issuance of this RFQ

- (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 RFQ 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 respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation 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. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

This RFQ is a request for quotes only and participation in this RFQ is not intended to create legal obligations between the Government and any of the respondents or their representatives. For greater certainty and without limitation:

- (a) Participation in this RFQ will not give rise to any preliminary contract or collateral contract;
- (b) No respondent shall have any claim for any compensation of any kind whatsoever (whether in a contract, tort, law, equity or otherwise), as a result of participating in this RFQ, and by submitting a quotation each respondent shall be deemed to have agreed that it has no claim against the Government;
- (c) The decision to award or not to award a contract to any respondent is at the discretion of the Government. The Government shall have no liability to any respondent with respect to the awarding of contract or the failure to award a contract to any respondent. Respondents acknowledge that the respondent that submits the quotation with the lowest price might not be awarded a contract.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Government to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Government may cancel or amend the RFQ process without liability at any time. Cancellation may occur, for example, if:

- where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- where irregularities require cancellation in the interest of fairness.

The publication of a procurement notice does not commit the Government to implement the programme or project announced.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ 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 must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; 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) are 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. Respondent Information

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

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent 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 respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. 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 quotation; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

End of Appendix B

I have the authority to bind the respondent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (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 respondent 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.

Pricing will be scored based the formula below. Each respondent will receive points of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula.

2.1 Price (include all cost) 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

2.2 The respondent is in a stable financial position

Following financial checks, i.e. checking a bank reference, the following scores should be awarded. 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, and the Tax Commissioner, the following scores should be awarded: 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability. 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 respondent 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 - Pricing

APPENDIX D – RFQ 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 Government aims 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 proponent (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 - Scope of Works

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 laws.

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 quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

2. Pricing (Appendix C)

Each quotation 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

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

2. 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 - Business and Bank References

3. Certificate of Incorporation

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

D. MANDATORY TECHNICAL REQUIREMENTS

1. 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.

2. Support of Services

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

E. PRE-CONDITIONS OF AWARD

1. Insurance

Professional Indemnity/Liability Insurance

Each proponent must show proof on insurance in their proposal, and that the proponent 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 proponent's employees while acting within the scope of their security duties).
- b. Workmen's Compensation Insurance limits 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 named 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.

2. 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 proponent is a proper legal entity that is in good standing.

3. Security Vetting

The successful contractor must ensure that each security officers is 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 Services Management reserves the right to interview all contracted security staff members.

See Annex E - Vetting Form

4. 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 Government 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 RFQ. Respondents 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 & Stability	25	8/10
5	Business References	15	8/10
Total Points		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 policy (each proponent to provide a copy)

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 subcontractors 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. Financial Capacity & Stability

Provide a reference from a bank or other financial institution confirming the proponent's 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.

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

- Does the proponent have a 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?

See Annex F - Local Benefits

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

All Respondents 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 Respondent 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 Respondent and/or any party involved in the matter.

Any Respondent that submits false information in response to this Request for Quotations (RFQ), 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 RFQ pack, or supplementary information provided to all Respondents.

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 RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote 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 _____