

**Ministry of Transport and Regulatory Affairs**

**Department of Marine and Ports**

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| **Request for Quotations****For****Supply of Seaport Security Services for Bermuda's Cruise Ship Terminals**  |

Request for Quotations No.: **MAPS-001/18-SEC**

Issued: **Thursday, June 07, 2018**

Submission Deadline**: Thursday, June 28, 2018 04:00:00 PM** **AST**

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# 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 **Supply of Seaport Security Services for Bermuda's Cruise Ship Terminals,** as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Department of Marine & Ports Services is seeking bids from appropriately qualified security contractors who are able to provide security screening and access control functions at Bermuda's cruise ship terminals located in St. George's, Hamilton and Dockyard in accordance with International Ship and Port Facility (ISPS) Code requirements.  Such operations are required to be undertaken on a continuous basis for the duration that a ship is in port and will require security personnel to be trained in personnel, baggage and vehicle screening techniques as well as Restricted Area perimeter monitoring and CCTV system operations.

## 1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be: Mr. Denis Rowe at e-mail: seaportsecurity@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 Mr. Denis Rowe at e-mail: seaportsecurity@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-notices>. 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 Two (2), one (1) year extensions.

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 | Thursday, June 07, 2018  |
| No Pre-Bid / Site Meeting  | N/A |
| Deadline for Questions | Wednesday, June 20, 2018, 4:00 PM |
| Deadline for Issuing Addenda | Friday, June 22, 2018, 4:00 PM  |
| Submission Deadline | Thursday, June 28, 2018, 4:00 PM |
| Anticipated Execution of Agreement | Friday, July 13, 2018  |

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.

## 1.5 Submission of Quotations

### 1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Department of Marine & Ports Services

East Broadway

4 Crow Lane

Hamilton HM19

Attention Mr. Denis Rowe

### 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 three (3) 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 Thursday, June 28, 2018, 4:00 PM. 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

1. shall report any errors, omissions or ambiguities; and
2. 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:

1. 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
2. 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:

1. illegal or unethical conduct as described above;
2. the refusal of the supplier to honour its submitted pricing or other commitments; or
3. 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

1. is the sole property of the Government and must be treated as confidential;
2. is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
3. must not be disclosed without prior written authorization from the Government; and
4. 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:

### Participation in this RFQ will not give rise to any preliminary contract or collateral contract;

### 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;

### 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 lowet 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):

1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
2. 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
3. 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 attached is our sample standard form of agreement, the scope of work to be finalized and attached prior to signing.

See Annex A - Sample 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 |
|  |  |  |
|  |  | I have the authority to bind the respondent. |

# APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

1. 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.
2. Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes which should be itemized separately.
3. 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 30 points of the total score.

The maximum number of points assigned to the financial quotation is allocated to the lowest price quotation.  All other price quotations receive points in inverse proportion. The point’s allotment will be calculated based in accordance with the following formula.

Maximum number of Points X (Lowest Price quotation/Price of the quotation evaluated) = Scored Points  e.g. 40 points x (150/200) = 30 points

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

1. 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.
2. Arithmetical errors will be rectified on the following basis:
	1. 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;
	2. Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
	3. 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 - Cruise Terminal Security Contract Pricing Schedule

# APPENDIX D – RFQ PARTICULARS

## A. THE DELIVERABLES

**Supply of Security Personnel based upon Ship Schedule**

The 2018 Cruise Ship Schedule is to be used for assessing security manpower levels and for the purposes of calculating pricing based upon a ship's duration in port.

**Statement of Requirements**

**Services required**

The aim of the Cruise Terminal Security Service is to safeguard international shipping and related port operations against acts of unlawful interference by following the International Ship and Port Facility Security (ISPS) Code Port Facility Security Plan for the port in question.

**Objective**

a. The primary objective of port security is to safeguard the ship, her passengers, crew and visitors against acts of unlawful interference perpetrated locally or aboard ship.

b. It also seeks to protect the port facility, related support services and the wider public against acts of unlawful interference.

c. Bermuda’s Seaports are required by the UK Department for Transport (DfT) to provide a security operation commensurate with the requirements of the ISPS Code.

d. The Contractor must meet all the obligations placed upon the Port by the UK DfT as well as any other local security requirements enacted without notice by the Bermuda Police Service.

e. Additionally the Contractor will be required to discharge certain obligations placed upon the Port Facility by HM Customs, Bermuda Immigration and the Bermuda Police Service.  These obligations centre on the supply of manpower for short periods of time to be present during the screening of suspected baggage and in the presence of the person(s) in possession of the baggage.  Due to the short times involved it is normal for this manpower to be drawn from existing manpower on site.

**Security Responsibilities**

Security in Bermuda’s seaports comes under the direct responsibility of the Governor of Bermuda and is managed through the Department.

The primary objective of port security is to safeguard passengers, crew, ground personnel and the general public against acts of unlawful interference perpetrated aboard ship or domestically within the jurisdiction.   In accordance with the United Nations body known as the International Maritime Organization (IMO) the UK is responsible for the local execution of the International Ship and Port Facility Security Code per a given ports Port Facility Security Plan (PFSP).  The PFSP sets out policy and procedures in respect of the security of seaports and is the basis by which Standing Instructions and Procedures are developed.

Bermuda is a United Kingdom Overseas Territory and as such the provision of internationally mandated security in seaports is the responsibility of the UK Department for Transport’s (DfT) Maritime Security Compliance, Maritime Security and Resilience Division, delegated to the Governor of Bermuda with oversight from the Bermuda Shipping and Maritime Authority (BSMA) and implementation by the Department of Marine & Ports.  The UK DfT is responsible for setting maritime and seaport security policy and the Department is responsible for the implementation and execution of that policy.

**The Coordinator of Maritime Safety & Security (CMSS)**

The Coordinator of Maritime Safety & Security is responsible for:

a. Ensuring as far as practicable the maintenance of a security regime that meets International Ship and Port Facility (ISPS) Code and national security requirements in seaport areas.

b. All matters relating to the operation of security at Seaports whilst maintaining the integrity of the contract provisions related to the Bermuda Seaport Security Programme. Monitoring, and where applicable, controlling and assisting the facilitation of passengers through the restricted areas of terminals to the ship’s gangway(s).   Similarly, on first arrival into port ensuring the smooth flow of passengers, crew and any other port personnel via HM Customs exit points (as overseen by the Customs Department during the periods that they are on site).

c. Liaison with Port Facility Security Officers (PFSO) with respect to fault reporting impacting security equipment, systems, and electronic or mechanical means of access and egress.

d. Monitoring the performance of the Contractor on a shift by shift basis, the CMSS will be the first contact point for the Contractor's Manager and security supervisors on matters relating to the execution of the contract, however the Contractor will be expected to liaise directly with PFSOs with respect to day to day operations of the Cruise Terminals.  The Seaport will supply and maintain all equipment used for the security screening of passengers, staff and their belongings. The Contractor will be required to provide other equipment as indicated within this document. The use of non-Seaport provided equipment is subject to the prior written approval of the CMSS.

e. The normal first contact for the Contractor's managers within the Port Facility is the PFSO.  The CMSS will monitor the Contractor's performance against the contract provisions.

**The Contractor will be required to:**

a. Provide a security supervisor for each shift who must be available at one or more terminals for a minimum of 40 hours per week.

b. Provide a staff member to deputise for the supervisor to provide cover for any absence of the lead supervisor for holiday or otherwise when called away from port facility.

c. Provide a mobile telephone, pager or radio for their supervisor who will be required to respond when called.  Provisions should be made for email and access to email.

d. Ensure that supervisors and staff operate in accordance with the requirements of the Port Facility Security Plan.

e. Ensure that the manager and supervisors have appropriate disciplinary powers over the Contractor's staff and must be charged with addressing such disciplinary problems as may arise.

f. Ensure that supervisors are trained in respect to security issues, specifically bomb warnings, unattended baggage etc.

g. Ensure that the legislative requirements of the Maritime Security Act 1997 and Marine Board (Prohibited Areas) Notice 2010 are carried out to the highest standard whilst providing a courteous and efficient service for passengers, visitors and staff.

h. Use only staff qualified and trained in accordance with standards set by UK Maritime Security Training Manual (Version 4).

**Contract Details**

The initial term of the contract will be for a period of two (2) years, with an option for (2)two, (1) one year extensions based upon satisfactory performance.

The core hours required are:

* In accordance with the Bermuda Cruise Ship Schedule for the period of time that a cruise ship is in port.
* Subject to extension or modification, as required, with flexibility to react to ship arrivals and departures at short notice in order to meet the operational requirements resulting from changes to cruise ship schedules.
* Liable to operational change if cruise lines modify their schedules by the addition or reduction of their hours in port.
* Every endeavour will be made to provide as much notice as possible of any changes in ETA or ETD and the Contractor should obtain the most up to date information from the Bermuda Maritime Operations Centre as required.  The Contractor must meet all ISPS security obligations relating to work stemming from additional or re-scheduled cruise calls and at short notice to the best of their ability.
* Unless stated otherwise all the required services listed below are applicable.
* Tenderers are required to provide a method statement that will demonstrate how circumstances outside of core hours, such as adverse weather conditions, diversions, delays, emergency situations, will be dealt with. The tenders are also required to show establishment figures that will cover contract services for the duration of the contract period.
* Tenderers should be cognisant that the hours of security operations will be subject to constant review following which manpower within terminals and hours of operation could be subject to amendment.
* Tenderers must confirm in their submission their ability to satisfy the Port’s requirements to retain absolute flexibility in terms of hours of operation and to identify any impact on their tender. Tenderers must also demonstrate how the services provided would be managed and how the manager and supervisors will manage the service provision.

**Control of Security Restricted Areas (SRA’s)**

The staffing required for the control of the Security Restricted Areas at the access points is to be in accordance with PFSP requirements and "best practice".   The result may be procedural changes from time to time and security events in the world may also require changes to threat levels and security screening practices in turn.  The following procedures provide for the minimum standards acceptable to the UK DfT and the Dept. of Marine & Ports.  The requirements may have to be amended in light of regulatory changes.

Staffing levels must not fall below the minimum Seaport standard outlined by the Port Facility Security Plan. Tenderers should state how they would achieve or better the standards and supply an indication of the numbers of staff to be provided for a specific number of operational hours.

The Contractor is to ensure that all staff are fully conversant with the Seaport Security Programme and the related SOPs that they may be required to create. Deviation from the manual is not acceptable unless the PFSO or CMSS has been consulted and authorise a deviation that still fulfils international security obligations within the PFSP.  Where any manager or authorised officer within a Cruise Terminal area observes a failure by contract staff to follow the Port Facility Security Plan the security supervisor will be notified and corrective action is to be carried out immediately.

**Guidelines Regarding Staffing Levels and Service**

The following is a guideline for the purposes of tendering but Contractors are to refer to the Port Facility Security Plan for further guidance.

**Access Control at Gates**

The Contractor must ensure that the security screening of all personnel and staff passing through the security control area, together with any items they are carrying is carried out to UK Maritime Security Training Manual (Version 4) standards as amended by the DfT for UK and UKOT seaport areas. This may involve the use of approved screening and X-ray equipment as supplied by the port.

Prior to staff and personnel passing through an access gate, verification that they are in possession of a current (not expired) Restricted Area Pass (RAP) shall occur, or a Government issues photo ID will be used to validate that their name is on the visitor’s list supplied for that ship’s visit.

There is a requirement to carry out physical body and bag searches of staff and personnel at these points as required by PFSP and consideration should be given to gender requirements in relation to personnel screening.

There must be 1 male and 1 female security officer positioned within Cruise Terminal entry points.  Walk through metal detectors and X-ray machines for screening belongings are provided at each Terminal.

**Searching of Staff and Other Persons**

The standard of searching should be such that it ensures a person is not able to pass beyond the point of search whilst carrying any prohibited articles.

Searches of staff will be undertaken by security officers and only with the consent of the person to be searched. Disabled people and people whose religious or cultural background may make them sensitive to search, or whose dress makes searching difficult, are subject to the same conditions as other staff, but in every case they shall be asked if they agree to being searched. In the event a person refuses to be searched, they are to be denied access into the seaport’s restricted area.   It is accepted that searching may be a difficult task – and whilst it is necessary to meet PFSP standards, security staff must be aware that customer service is paramount, and the dignity of persons should be preserved whenever possible.

Tenderers should specify how their training will be undertaken and how the balance of security/customer service is to be achieved.

Male security officers must only search male staff and female security officers must only search female staff. This requirement applies equally to seaport staff and business partners. If a staff member refuses to be searched, access beyond the point of search must be denied and the supervisor informed immediately. If the matter is not resolved it must be reported to the Port Facility Security Officer (PFSO) or his nominated representative and the CMSS.   Those persons identified within PFSP as persons exempt from search will be exempted from this requirement.

Searches are to be of a sufficient depth to give reasonable assurance that a staff member is not carrying explosives, component parts of explosive or incendiary devices, firearms or component parts of firearms or other weapons, which may be used to commit acts of violence.

If a staff member requests that a search be conducted in private, this will be agreed to. When searching of a staff member is carried out in private, two searchers of the same sex as the person being searched must be present. If a person asks for a different officer to search them this should be accommodated where possible.

Staff should also be searched in private if privacy is necessary to search to sufficient depth to establish if a staff member is in possession of a weapon.

The on-duty Supervisor should, in addition to supervising staff, observe persons approaching the gate area to identify any person who attempts to evade a search or conceal a potential weapon or other prohibited article or device.

**Vehicle Permits and Searches**

The Contractor will be required to ensure that the searching of vehicles is carried out in accordance with the Port Facility Security Plan.  A vehicle permit system is not utilised at the seaports given their small size, however vehicle access should be associated with a person verified as being authorized to be in the area in question and that person should be searched along with the vehicle.  All searches are to be logged in the search record book.

**Escorted Vehicles**

This security function is not required at Cruise Ports.

**Confiscated (Dangerous) Items**

Items considered potentially dangerous to restricted area personnel and ship personnel safety and security will not be permitted into the restricted area until such time as review by the PFSO and Ship’s Security has been completed.  In the event of such an item(s) being discovered/detected/or

**Items to Ship**

The Contractor will oversee the processing of such items that must be collected and escorted and accounted for by the respective ship or ship agent (such as guns/ammunition/explosives for placement on or removal from a ship). It will be necessary at times to notify or otherwise interact with government agencies (Customs & Police) as appropriate and in such instances the CMSS should be notified.

**Unattended Baggage**

Contractor's staff must be able to respond to any piece of unattended baggage that they either observe or have brought to their attention by others, with such baggage being dealt with in accordance with the PFSP.

Security personnel should never accept baggage from outside parties (taxis, couriers) intended for passengers or crew, but may contact the ship’s security so that they can take possession of such items on behalf of the respective passenger or crew.  Security would then be required to screen/search such items prior to it being permitted in the restricted area and taken aboard the ship in question.   If a ship refuses to accept such baggage then it must be left with the deliverer to resolve the next course of action in consultation with the ship’s agent.

**General Requirements**

The Contractor shall:

a) Ensure that processing of staff and persons through the security checkpoints is achieved with the minimum of delay.

b) Ensure that during known peak periods of pax/crew terminal throughput (prior to lunch and ship departure) that there is sufficient coverage for returning passenger/crew volumes to ships in accordance with PFSP requirements.

c) To carry out continuous patrols to ensure the security and safety of dock and terminal areas.

d) Provide adequate supervision of staff work areas and working practices to ensure that standards are consistently monitored and adhered to.

e) To carry out perimeter patrols as required by the Port Facility Security Plan (PFSP).

f) To ensure the effective control of passengers/crew/visitors and prevent the mixing of personnel inbound and outbound from the terminal.

g) Comply with national legislation, local standing instructions and emergency procedures to ensure that the operation is conducted in as safe manner as possible.

h) Be aware of and comply with the Seaport’s Emergency Plan and PFSP procedures.

i) Assist in any unplanned circumstances that may arise to ensure the safety of all terminals and seaport users.

j) Seaport security contract personnel should refer all press and public relation queries to the PFSO or the CMSS.

Security personnel should not discuss security practices, procedures and operational matters with members of the public.

The Contractor's staff may be required from time to time to undertake certain security tasks on the dock face adjacent to ships and such staff must comply with any safety requirements issued by the seaport under the relevant Health and Safety legislation and wear personal protection equipment accordingly.

The port may call upon the Contractor to provide additional services assisting with port functions however any such work must not compromise the core security services i.e. mandatory ISPS requirements and agreed service standards.

**Incident Reporting**

The Contractor’s staff shall report any incident that involves any person acting in any matter not considered normal working practice or an incident that does or might result in any adverse comment, complaint or report relating to the security and safety of the seaport in question.

A Reporting Form shall be completed in accordance with the PFSP by staff and submitted to the PFSO and CMSS for action.

**Operating Procedures**

The Contractor is to ensure that his staff are fully conversant with the following Seaport documents and such future documents as the Port may introduce from time to time.  Staff must comply with the provisions of such documents at all times and failure to comply with the provisions of these documents will be brought to the Contractor's attention and the Contractor shall take appropriate action/measures to ensure compliance with:

a.   The Port Facility Security Plan (PFSP)

b.   Standard Operating Procedures (SOPs)

c.   Seaport Health and Safety Manual

d.   The Seaport Emergency Plan

e.   UK Maritime Security Training Manual (Version 4)

f.    The Maritime Security Act 1997

g.   The Marine Board (Prohibited Areas) Notice 2010

There may be situations where security staff are also required to assist in/monitor the detention of vessels in accordance with Police, Customs or Bermuda Shipping and Maritime Authority powers of arrest.

The Contractor should adopt an effective quality assurance/management system in which self-auditing is conducted at regular intervals to ensure staff familiarity with the above publications.

**Fault Damage Reporting**

The Contractors staff will be responsible for reporting any damage howsoever caused, to PFSO as soon as practically possible.

Where damage is caused or alleged to have been caused by neglect or misuse the Contractor must take immediate steps to investigate the circumstances. The cost of repairs to or replacement of equipment damaged by the neglect or misuse of the Contractor will be deducted from invoices payable to the Contractor by The Department.

The Department will be responsible for the provision of suitable maintenance and or repair contracts relating to security equipment.

**Service Standards**

**Standards for Security Services provided in Bermuda’s Cruise Ship Terminals**

**1.1          National Maritime Security requirements**

The Contractor must ensure that:

1. The CMSS is fully consulted in respect of the procedures and that they are duly endorsed in writing prior to implementation. The approved procedures will then form part of the Port Facility Security Plan.  Amendments to the procedures will also require approval of the CMSS before implementation.
2. All persons are to be recruited and trained in accordance with UK Maritime Security Training Manual (Version 4) and the ISPS Code PFSP requirements and are to be supervised and managed in a manner that ensures that his or her performance complies with UK Maritime Security Training Manual (Version 4).
3. A self-testing regime is introduced to ensure standards are being met; these tests must be recorded for monitoring and will be discussed with the CMSS. The CMSS, PFSO, UK DfT and other outside agencies will conduct audits of all the services provided by the Contractor.

The Contractor will be:

1. Subject to a continuous monitoring and enforcement programme as outlined in PFSP. CMSS and UK DfT Inspectors will perform an examination of services provided which may be conducted at any time including weekends, and public holidays and during 'non-core hours'. These assessments may be carried out without prior notice.
2. Required to rectify any deficiencies revealed to the satisfaction of the CMSS, PFSO and UK DfT.

**1.2          Customer Service Standard Requirements**

The standards required by the CMSS of the Contractor can be divided into three distinct areas:

1. The mandatory standards and requirements of the PFSP as described in this RFQ.
2. Those contained within the tender documentation and contract
3. Additional customer service standards required by the port and shipping interests using the Cruise Terminal.

The Department’s aim is to conduct a safe operation according to standards and regulations and to provide quality customer service. This process is continually reviewed. The provision of security services is high profile and involves regular first-line contact with a wide variety of port customers. It impacts strongly on the impression that customers have of the seaport and Bermuda generally.

The Department has set the following service standards for the provision of security services, and the performance of the contractor will be measured against these standards:

**1.3          Training**

The Security staff that are to operate in the Cruise Ship Terminal Security Unit must be formally trained to the minimum standards laid down by UK Maritime Security Training Manual (Version 4) to fulfil functions defined by the PFSP.

All maritime training must be done in accordance with the relevant criteria set in UK Maritime Security Training Manual (Version 4).

The contract Security Manager(s) will have successfully completed a UK DfT approved Maritime and/or Aviation “Train the Trainer” Security training program and all security staff deployed must be appropriately vetted and trained prior to commencing work securing restricted areas.   All training records are to be made available to the CMSS at first opportunity and proof of training for any new staff must be similarly supplied.

The contract security Manager should also have proven managerial experience and training.

**1.4          Uniform Dress Code**

The Contractor's staff shall wear a uniform at all times, when on duty. The uniform must be supplied by the Contractor and, as a part of its response to this quotation, provide The Department with samples of the uniforms to be worn by staff. The Department reserves the right to refuse uniform proposals.

**1.5          Customer Comments**

The cruise line, CMSS or PFSO may from time to time receive comments from passengers and other terminal users. These comments and feedback received by other means will be monitored in terms of the Contractor’s ability to provide a standard of service free from public and maritime industry complaints while still fulfilling ISPS obligations.

The Contractor must respond directly to all comments forwarded by the CMSS within five (5) working days of receipt and a copy of the written response or a written summary of any initial telephone reply will be supplied to the PFSO in turn. The Contractor will comply with any changes in policy that the seaport adopts in support of ISPS and national security obligations.

**1.6          Non Performance**

The Contractor’s assigned Manager for contract execution will be expected to attend Monthly Review Meetings with port management to discuss performance against standards.

**1.7          Restricted Areas (RA)**

Contractor’s staff are to:

a) Be familiar with the definition of the term "Restricted Area" (RA) its significance and physical security as laid down by the PFSP.

b) Be familiar with the exact layout of the land and marine RAs at seaports in the hours that it is operational. The cruise terminal RA is to be thoroughly searched 30 minutes prior to a ship berthing alongside and only then shall the RA be declared available for use once the relevant checklists have been completed.

All breaches of security are to be reported to the PFSO and CMSS.

Control access points to RA(s) are to be maintained as directed by the PFSP in order to ensure that unauthorised persons or prohibited items are not allowed to enter the RA.

**1.8          Access Control**

The Contractor must ensure that:

a. All designated access control points to the Restricted Area via the terminal building must be controlled at all times unless the Restricted Area is declared non-operational.

b. Seaport security staff should be in possession of security passes issued by either the port or the Department of Marine & Ports and the information displayed on such passes should be checked by the security contract manager for accuracy. The holder of an identity card must wear and display the identity card prominently.

c. All visitors to the seaport requiring access into a Restricted Area must be either in possession of a seaport security pass or be on the official visitors list supplied by the ship’s agent such that they can be escorted by security staff to the ship’s gangway.

**1.9         Security of Dock Perimeter**

Contractor's staff are to:

a. Be familiar with and carry out the security standards and recommended procedures for seaport security as laid down in the PFSP.

b. Be aware of the functions carried out in support of seaport security measures for which the port and cruise ship are separately responsible.

c. Assist with ID checks and the searching of passengers, crew, port workers and visitors and their possessions as required.

d. Observe all persons within the restricted area, conduct random ID checks and make the cruise ship gangway security aware of any persons of concern.

**1.10        Security Log**

The Contractor will be required to keep a detailed Security Log and to submit the log to the PFSO or CMSS on request. Under no circumstances shall pages be removed from the logbook maintained at the access control point.  Entries shall be made in English, in chronological order referencing local time and, as far as possible, concurrently with the incident being recorded.

When, during emergencies or rush periods, it is impossible to make detailed entries at the time of the occurrence, rough notes should be kept, with exact times, and a detailed entry made as soon as possible. The rough notes shall be attached to the left-hand page for future reference and submission as part of subsequent law enforcement enquiries.

Entries shall be in sufficient detail to enable anyone investigating an incident to have a complete understanding of all actions taken during the watch period. Items to be logged shall include changes in the serviceability of equipment, other essential security information, reports of incorrect procedures by personnel and any other occurrences e.g. discovery of prohibited items, breaches of security etc.

Where applicable the Contractor will comply with any seaport policies and procedures pertaining to data protection as stipulated within the PFSP.

The Contractor will complete as appropriate any Reporting Forms provided by the Government Health and Safety Office in relation to accidents and/or damage to property that occurs either within or adjacent to seaport restricted areas should contract personnel have been witness.

**1.11        Response to Security Incidents**

The security contractor's staff are to be familiar with and carry out the security standards and recommended procedures for response to incidents affecting seaport security as laid down in the PFSP.

Personnel are to undertake to the best of their ability such special tasks and other related duties as may be required by the Incident Commander overseeing a security incident response.

The Contractor is to consult the CMSS in relation to increased staffing requirements on site due current or future high volumes of persons, baggage and cargo through the terminal; in the case where the security threat level changes; in the event a major incident occurs; or in the event of industrial action resulting in an impact to normal security operations. The cost for such additional security personnel may be borne by the Department, the ship or the contractor depending upon circumstances.

Additional security staffing paid at the contracted hourly rate then in effect may be requested at any time giving reasonable notice, except in cases of emergency whereupon either the PFSO or CMSS on the advice of the Governor or Commissioner of Police security staffing may be requested increased as quickly as possible.

In the event of an industrial dispute or similar event involving any of the Contractors own employees, the Contractor is to ensure the integrity of security at all times. This may involve such measures as the withdrawal of security passes of personnel involved, as a temporary precaution. The Contractor is to then seek to replace those staff with other security personnel suitably qualified and vetted to perform functions within the seaport restricted area and the CMSS should be notified in any such case where this is not possible.

The Contractor must state how a shortfall of staff would be dealt with and how extra personnel might be made available at short notice through the provision of specific contingency plans.

**1.12        Security Equipment and Vehicles**

The contractor shall ensure that the following equipment is provided:

* A vehicle(s) capable of being used island-wide.
* A flashlight, personal attack alarm and whistle for all staff required to patrol restricted areas.
* Radios for connecting staff with managers and panic alarms at each security screening desk
* High visibility safety clothing if required
* Under-vehicle mirrors for each vehicle checkpoint, fitted with lights

## B. MATERIAL DISCLOSURES

**Supply of Security Personnel based upon Ship Schedule**

A sufficient number of male and female security personnel to be provided to support security screening of passengers, crew and visitors entering the restricted area of seaports in accordance with Port Facility Security Plan guidance.

Note that port calls by cruise ships are subject to change without notice.  Ships unable to enter port due to weather may bypass Bermuda entirely, while smaller ships may be able to divert to an alternate Bermuda port requiring the re-location of security personnel at short notice.

The final billing for services is based upon actual security service hours provided at a given port.

See Annex C - 2018 Cruise Ship Schedule (valid April 09, 2018)

**Service Standards**

Security Contractor should supply written evidence of alternate plans permitting security coverage to be maintained in the event of industrial disputes.

## 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

**Company Certifcate of Incorporation**

Provide proof that company is appropriately incorporated under Bermuda Law.
A signed copy of the Certificate of Incorporation must be included for respondents that are companies/corporations.

**References**

Supply three customer references verifying company engagement as a provider of security services during a continuous 5 year period.

**Certificate of Confirmation of Non-Collusion Appendix E**

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

**Bermuda Registar of Companies**

The Respondent is to be registered as a company with the Bermuda Registrar of Companies, and be current with all payments

## D. MANDATORY TECHNICAL REQUIREMENTS

**Provide proof that security personnel are appropriately trained to fulill UK ISPS Code Security Operations**

Undertake security training of all security personnel to UK Department for Transport Maritime Security Training Manual (Version 4) standards and use a qualified training provider. Materials to ensure staff familiarity with UK Department for Transport ISPS Code Port Facility Security Plan guidance for the various ports in question will need to be prepared and staff trained accordingly.

**Provide proof that security personnel are trained in the use of X-Ray and Metal Detection equipment**

Undertake training to UK Maritime Security Training Manual (Version 4) standards in the screening of baggage by X-Ray and provide verification that personnel are competent in the operation of such equipment. Similarly, provide employee training to UK Maritime Security Training Manual (Version 4) standards in the use of Archway and Handheld Metal Detectors as well as UK DfT hands-on/pat-down screening techniques.

**Security Staff Performance Measurement**

Demonstrate how monthly drills and exercises will be completed by security managers and employees such that security operations and incident response procedures are maintained at a high standard and are verifiable to auditors.

**Training of Security Personnel**

Training of security screening personnel should be in accordance with the UK Maritime Security Training Manual (Version 4).

Copy of UK Maritime Security Training Manual (Version 4) and Port Facility Security Plan (PFSP) available on request to approved security contractors (Contact (441) 297-1010).

In the event X-Ray and/or metal detection equipment is inoperative then manual searching of persons and baggage is to occur at the required percentage determined by the Port Security Level in effect.

## E. PRE-CONDITIONS OF AWARD

**Public Liability Insurance**

Obtain liability insurance in the amount of $1,000,000 with respect of any accident involving employees or members of the public.

**Company verified as being in good standing with Government**

Provide proof that the respondent is in good standing and current on all required filings and payments with:

1) The Department of Social Insurance;

2) The Office of the Tax Commissioner;

3) The Ministry of Public Works:

4) Office of the Accountant General:

5) Registrar of Companies

**Financial Checks**

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

## 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.

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.

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Category** | **Weighting (%)** | **Threshold** |
| 1 | Pricing | **30** | N/A |
| 2 | Social, Environmental & Economic Criteria (Local Benefit) | **20** | N/A |
| 3 | Experience & Capability (to UKDfT standards) | **50** | N/A |
|  | **TOTAL** | **100** |  |
|  |  |  |  |

**1. Pricing**

See Appendix C - Pricing

**2. Social, Environmental & Economic Criteria (Local Benefit)**

**Local Benefit**

The quotation shall be evaluated on their:

* Engagement of Bermudian workforce during the project (Maximum points of 5 points should be awarded to the bidder with the highest percentage of the workforce being Bermudian, down to 0 for the least percentage of Bermudians)
* Use of Local Businesses in the Respondent’s supply chain (Maximum points 5))
* Use of Local Sub-contractors (if applicable) (Maximum points 5)
* Submit Safety and Health record for three years of reporting Environmental Considerations and Policy (Respondent to provide copy)(Maximum 5 = yes, 0= no) Does the respondent have a good track record in Health and Safety (H&S)? (Maximum 5 = no history of any accidents (major or minor) 3 = no history of major accidents, 1 = no history of major accidents in over 2 years, 0 = no evidence of a track record in H&S or policy)

See Annex D - Local Benefit

**3. Experience & Capability (to UKDfT standards)**

**Experience and Qualifications**

Each Respondent should provide the following in its quotation:

(a) a brief description of the Respondent;

(b) a description of its knowledge, skills, experience and list of plant and equipment relevant to the Deliverables; and

(c) the roles and responsibilities of the Respondent 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.

**Relevance of completed projects, experience and references**

Each Respondent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFQ from the Respondent in the last three (3) years. Submitted reference supporting Respondent performance to time and budget constraints of previous projects. (Maximum 5 = more than one positive referee submitted and checked, 3 = one positive referee submitted and checked, 0= no referees in submission / negative responses from referees).

One (1) Bank or other financial institution reference: The Respondent provided a reference for a bank or other financial institution confirming the Respondent’s capacity to provide the necessary financial resources to complete the work in accordance with the contract and schedule. (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.)

**Demonstrated understanding of the project**

The quotation will be evaluated on the following:

Respondent thoroughness of quotation and ability to meet requirements

* Does the respondent clearly demonstrates the Ability to delivery the requirements? (Awarded a maximum of 5 points to each bid based on their technical knowledge and understanding of the requirements and ability to delivery)
* Did the respondent offer evidence of experience with projects of a similar technical level? (Maximum points, 10 = more than one project at a similar level, 5 = one project at a similar level, 0 = no projects at a similar level. NB this should not be based soley on Government.)
experience.
* Did the respondent offer sufficient evidence of experience with completing projects within timescales and budgets? (Maximum Score, 5 = more than one project at a similar level, 3 = one project at a similar level, 0 = no projects at a similar level. NB this should not be based soley on Government.)
* Is the respondent able to meet required deadlines? (Maximum points 5 = can complete in less time than expected, 4 = yes, with no caveats, 3 = yes, with acceptable caveats, 2 = yes, but with unacceptable caveats, 1 = no, but within a reasonable timescale, 0 = no).
* Does the respondent state that they have sufficient, suitably experienced resources available? (Maximum 5 = yes, 0= no)
* Does the respondent have a good Health and Safety (H&S) plan for this site ? (Maximum Point 5 a good H&S site Plan,  0 = no evidence of a H&S plan)
* Well-articulated and comprehensive description of offer and Quotation is concise. (Maximum points 5 = yes, 0= no)

See Annex E - Relevant Project and References

# 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:

1. 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);
2. 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
3. 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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_