



# BERMUDA POLICE SERVICE

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Ref:WO-5693

Date: 12<sup>th</sup> May 2016

Dear Respondents

## **LETTER OF INVITATION**

### **Re: For the provision of Dedicated Internet Service for the Bermuda Police Service**

The Ministry of National Security through the Bermuda Police Services, (hereafter is known as BPS) is issuing a Request for Quotations (RFQ) for Dedicated Internet Service. The contract shall be a fixed price contract for a period of three (3) years with the option to extend for one additional year.

This RFQ for Dedicated Internet Service includes the instructions for the preparation and submission of quotations, the rules that govern the bidding process and the relevant forms.

Please find the attached the RFQ for Dedicated Internet Service, which includes the instructions for the preparation and submission of the Bids, the rules that govern the bidding process and the form of agreement.

Response must be submitted electronically to Brent Furbert, [bfurbert@bps.bm](mailto:bfurbert@bps.bm) and please state in the subject line "RFQ BPS **Dedicated Internet Service**". All Bids must be received no later than 15:00 hours on May 26, 2016. Late submission will not be accepted.

This Invitation and the attached Request for Quotations (RFQ) documents can be found on the <https://www.gov.bm/procurement-notice> webpage along with any addendums.

All communication must be directed to Antoine Cannonier, [acannonier@bps.bm](mailto:acannonier@bps.bm), this also includes all questions or enquires regarding this bid. For all enquires, we ask that you clearly state in the subject line of the email "**Enquiry – Dedicated Internet Service**" and the area of concern in the body.

This letter is not to be construed in any way as an offer to contract with your firm.

We appreciate your interest in this invitation, and look forward to receiving your Bid.

Yours Sincerely,



Darrin Simons  
Superintendent  
Intelligence & Information Division

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## Request for Quotations (RFQ) Dedicated Internet Service

### 1 Part 1 RFQ Requirements and Guidelines

#### 1.1 Public Access to Information

Any information collected or used by or on behalf of the Government of Bermuda 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.

#### 1.2 Executive Summary

The Government of Bermuda, Ministry of National Security through the Bermuda Police Services (hereafter known as “BPS”) invites quotations from local Internet Service Providers to quote for the provision of dedicated internet service—as layout in Part 2 Scope of Services Required in this RFQ.

#### 1.3 Submission Deadline

- The quotation submissions must be delivered no later than 15:00 hours ADT May 26, 2016
- Quotations received after 15:00 hours. ADT, on May, 26, 2016 will be considered as “**NO BID**” and “**VOID**”. The time stamp for quotations submitted electronically will be that of the BPS mail server. It is the Respondent’s responsibility to allow sufficient time for electronic transmission and delivery, especially in the case of large files.
- All quotations will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time stated above.

#### 1.4 Summary of Key Dates

- i. The following schedule of activities is planned. All changes will be communicated to the Respondents by addendum being posted on <https://www.gov.bm/procurement-notice>.

Publish Request for Quotations	May 12, 2016
Cut off for questions	<b>May 20, 2016</b>
Submission deadline	<b>15:00 hours on May 26, 2016</b>
Contract (Tentative) Start Date	July 1, 2016

#### 1.5 Quotation Submissions

1. Quotations must be submitted electronically to [bfurbert@bps.bm](mailto:bfurbert@bps.bm). Quotations will not be accepted by any other means.

2. Quotation Submissions must be identified as “RFQ **BPS Dedicated Internet Service**” in the **subject line of the email**.
3. Last quotations will not be accepted.
4. Quotations must be submitted in PDF or Microsoft Office formats. Submissions will be checked to ensure that they are free from viruses. Incomplete quotations or quotations with corrupt files will be rejected. Quotations may be submitted in multiple files – please note there is a 2Mb size limit on each file.
5. **Quotation documents** must include the following information and shall be in the English.
6. **Cover Letter that include**
  - Company details
    - Company Legal Name
    - Business Address
    - Key Contact person – name(s), telephone, fax, email
  - Business operating days and hours
  - The Principal names and titles
  - Overview of the Vendor Proposal
  - Support and Maintenance
  - Documentations
7. **Quotations must include Costs Data:**

Quotations must detail all costs identified in this RFQ. Additionally, tenders must detail any other costs whatsoever that could be incurred by non-commercial public bodies in the usage of services and/or the availing of options that may not be explicitly identified/requested in this RFQ . Respondent’s attention is drawn to the fact that, in the event of an agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

  - Proposal total cost(s) must be quoted in Bermuda dollar (BMD\$)
  - All costs to be “as landed”
  - Include pricing for 3 year contract periods for the services identified in “Section 8- Scope of Services”.
8. **Contract:**

Please provide a sample copy of your company’s contract.
9. **Quotations must detail all costs identified in this RFQ.** Additionally, Quotations must detail any other costs whatsoever that could be incurred by non-commercial public bodies in the usage of services and/or the availing of options that may not be explicitly identified/requested in this RFQ. Attention is drawn to the fact that, in the event of an agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.
10. **Cost of quoting**

Respondents must accept that the BPS will not be liable in respect of any costs incurred by respondents in the preparation and submission of Quotations or any associated work effort, including any attendances, deliveries, collections or research required as part of this RFQ or in response to any requests for clarification, and the BPS or any public body shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the bidding process.

11. The BPS is not bound to accept the lowest or any Quotation submitted.
12. Information supplied by respondents will be treated as contractually binding. However, the BPS reserves the right to seek clarification or verification of any such information
13. The BPS will use its best efforts to hold confidential any information provided by respondents subject to its obligations under law, including the PATI edit. Respondents should indicate, when bidding, the precise parts of their Quotations that are commercially sensitive and which they consider should be kept confidential should an PATI request be received (i.e., a blanket statement to this effect for all Quotation documentation submitted will not be acceptable). The Department requires that all information provided pursuant to this RFT will be treated in strict confidence by respondents.
14. General Information
  1. Name, address, e-mail address, telephone and fax number of Respondent and name of the contact person dealing with the Quotation.
  2. Name, address, e-mail address, telephone and fax number of any third-parties involved in the Quotation and the name of the appropriate contact person(s) dealing with the matter.
  3. Description of role or element of contract to be fulfilled by any third-party.
  4. Identification of party who will carry overall responsibility for the contract.
  5. Confirmation of acceptance by the respondent and any third parties of the conditions of RFQ.

#### 1.6 Respondent's Responsibility & Clarification Questions

- i. It is the Respondent's responsibility to ensure that it completely understands the requirements and instructions set out in this Request for Quotations. In the event that clarification is required, Respondents should submit questions via e-mail to [acannonier@bps.bm](mailto:acannonier@bps.bm). Requests for any additional information or clarifications must be made by **17:00 hours on Friday, 20th May 2016** at the very latest. The Department strictly enforces deadlines and in no circumstances will requests for information or clarification be accepted after this closing time on the day in question. The BPS will not accept responsibility for any missed communications or deadlines.
- ii. The BPS has taken care to be as clear as possible in the language and terms it has used in compiling this RFT. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this RFQ, the meaning and interpretation attributed to that word or term by the BPS will be final. The BPS will not accept responsibility for any misunderstanding of this document or any others relating to this RFQ.
- iii. Every effort has been made to ensure that this document contains all the necessary information for completion of Quotations. However, in the interests of equity, requests for additional information, clarification on the content of this documentation, and all other queries of substance (other than in relation to purely factual or procedural matters) must be made in writing or by email. Any additional information elicited will be made available to all respondents. Respondents should take this into account when formulating their request. Responses will be made primarily by e-mail.

#### 1.7 Non Collusion

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all Respondents. If it is later found that the undertakings made below have been breached at any stage of the process, 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. False submissions may also exclude the Respondent, and any other person or company involved in collusion, from involvement in future contracts with the Government of Bermuda.

## 1.8 Evaluation and Comparison of Quotations

- i. The quotations submitted will be evaluated in a two-stage process.
  - a. During the 1<sup>st</sup> stage, a determination will be made as to whether all requested information has been provided. The short list of potential contractors will be developed, and their quotations will be scored in the 2<sup>nd</sup> stage utilizing an evaluation matrix which has qualitative and quantitative sections based on the RFQ requirements.
  - b. The 2<sup>nd</sup> stage, the quotation assessment will take into consideration; the submitted quotation documents inclusive of each Respondent's prices, quality of response, how well the Respondent covered aspects of the RFQ, value for money, and benefits, overall relevant experience in relation to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. An optional site visit which would highlight the Respondent's diverse supply of internet services, access to the US and Europe, and how is the ISP is connected before we get into the internet. For scoring the following evaluation criteria: (i) experience and capacity 50%; (ii) financial analysis 30%; and (iii) any previous work performed for the Government based on social, economic and environmental factors 20%. The Government reserves the right to accept or reject any variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the quoting documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the Quotation evaluation.
- ii. **Cumulative Score** Based on the outcome of the evaluation of the quotations (and the site visit), the evaluation panel will rank each bidder based on the evaluation criteria listed and make a recommendation for contract award.

## 1.9 Award of Contract

- i. The BPS will award the contract to the Respondent whose quotation has been determined to be substantially responsive to the RFQ documents and who, in the opinion of the BPS, has offered the best proposal taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the contractor's schedule. This may not be the lowest priced proposal received.
- ii. The BPS does not bind itself to accept the lowest or any quotations and reserves the right to reject any quotation and, and to annul the bidding process and reject all quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Respondent or Respondents, or being under any obligation to inform the affected Respondent or Respondents of the grounds for the Government's action.
- iii. The Government may declare the Quotation void when it is evident that there is a lack of competition or there has been collusion. All proposals may be rejected if substantially higher than the budget.
- iv. The final agreement is subject to both parties agreeing to the terms and conditions.

### End of Instructions to Respondents

## **2 Part 2 Scope of Services**

### **2.1 The Service**

- a) The BPS requires Dedicated Internet Access services for a three (3) year contract with option to extend for one (1) additional year.
- b) The physical location for the Internet Service is 10 Headquarters Hill, Prospect Devonshire. The service period is to begin July 1, 2016.
- c) The proposed service should be cost effective, reliable, scalable, and presented to each site on an electrical Ethernet interface

### **2.2 Immediate Requirements**

Minimum Specification for dedicated Services:

- a) A minimum of 20 Mb and any bandwidth up to and including 1Gbps.
- b) The proposed network connectivity must provide costings for an optional additional separate connection which is fully diverse from the connection provided by the primary circuit and which is made up of the following:
  - i. Local Loop Last Mile
  - ii. Backhaul connection to NAP(s)
- c) Ethernet User-to-Network Interface: The service will provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI).
- d) Maximum Frame Size: The service will support a maximum transmission unit (MTU) frame size of 1518 bytes at a minimum.
- e) The Proposed Solution must have a sliding scale pricing structure as the bandwidth increases.
- f) The network proposed cannot have a contention ratio worse than 1:1 from the BPS router to service provider Internet Gateway Router (or equivalent) at the US NAP's
- g) The proposal response will include technical details regarding the Internet Services' infrastructure including transport and the upstream NAPs.
- h) Range of 16 IPv4 addresses will be required
- i) Support IPV4/IPV6 dual stack
- j) Service Level Availability of 99.95% or Higher
- k) DDOS Mitigation Services

### **2.3 Proposed Solution – Physical Delivery**

Respondents should clearly describe how the network connectivity will be delivered

Respondents must provide comprehensive details of how they would provide the Dedicated Internet Access service for the BPS, including –

- a) the circuit types used for transport ( and optional diverse connection if applicable)
- b) where such access is provided on their own network; and
- c) what third-party carrier infrastructure is used and at which general locations.
- d) Demonstration of access redundancy and service resilience
- e) Options for High Availability Solutions

## **2.4 Third-Party Service Level Agreements**

Where third-party infrastructure is used, respondents must provide full details and copies of the formal Service Level Agreements and the arrangements for support and problem resolution that they have in place with each such third-party.

Respondents should demonstrate conformance with specification set out in this section

## **2.5 Optional Services**

The proposal should provide options for managed services including but limited to, a managed demarcation router service, a managed UTM firewall, a managed DDOS mitigation service. All services must provide the capacity and functionality to deliver a mission critical Internet Service to the BPS

DDOS Mitigation: The Service Provider will describe the Internet service strategy to mitigate DDOS attacks or available DDOS Mitigation Services.

The service will provide a solution that provides an efficient usage of the contracted bandwidth by BPS. Burstable, additional over-flow or other options will be preferred over capped Committed Data Rate (CDR); however, high quality, high capacity bandwidth (capped or burstable) at the most cost effective proposal will be preferred.

It is the intent of BPS to utilize the assigned IPV4 addresses; however, BPS will evaluate proposals for IPV6 services in the implementation of the network and services for future Internet Service initiatives. This response should provide information on the available support for IPV6.

## **2.6 Installation and Commissioning Requirements**

Full installation, configuration and commissioning of the service and all requisite devices being supplied on foot of the Quotation are required. This includes access to BPS Computer rooms, configuration of interface, and delivery of IP addressing. Precise details of the installation and commissioning requirements will be conveyed to the successful company

## **2.7 Maintenance and Support Requirements**

The cover period must be 24/7/365. A 30 minute response time to faults is required. Telephone support in resolving routine difficulties must be provided during the said business hours to nominated contacts in BPS. If maintenance is being provided by a third-party then name, address, e-mail address, telephone and fax number of the company involved should be provided. Suppliers should be willing to provide details for the application of penalties in the event of non-planned outages beyond the agreed service performance.

## **2.8 Delivery and Insurance Requirements**

The supplier should be in a position to provide details for the application of penalties in the event of slippage beyond an agreed delivery of service date.

## **2.9 Service Levels**

The following level of service will be expected from the successful Respondent – the Respondent must confirm ability to meet these minimum standards:

- i. A dedicated Account Manager must be assigned to handle requirements.
- ii. The Account Manager will be the 'main point of contact' for the BPS and should be able to deal with any problems arising from the contract.
- iii. The Account Manager or his/her designate should be available to meet BPS representatives, at their request.

- iv. The Account Manager or his/her designate should be available to take calls from nominated personnel at weekends and “out of hours”.
- v. Performance and usage reports must be provided as required.
- vi. Customer Portal: Provide a Customer Portal that allows secure access to view and manage the service with 24 hour a day, seven days a week access.

Applicants must provide a detailed Service Level Agreement in support of the services outlined in the Respondent. The SLA must address the following key areas:

- i. Service Availability
- ii. Service Availability for Third Party Access Circuits
- iii. Mean Time to Respond
- iv. Mean Time to Restore
- v. Latency
- vi. Jitter
- vii. Installation
- viii. Managed CPE
- ix. Service Credits for non-performance

For Dedicated Internet Access, Service Availability is defined as the ability of the BPS to deliver IP packets from the Customer Site into the Service Provider Internet Gateway Router (or equivalent) located in a US NAP via the service providers internet access router port(s).

**End of the Scope of Services Required.**

**3 Part 3 Forms**

**(To be provide on the Respondent’s Letterhead)**

**Request for QUOTATION (RFQ)**

**For the provision of Dedicated Internet Service for the Bermuda Police Service**

**Ref: WO-5693**

**TO: The Government of Bermuda, Permanent Secretary for the Ministry of National Security**

1. We confirm that we have submitted a bona fide Proposal, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other Respondent.
2. Having examined the instructions to Respondents, Addenda Nos.\_\_\_\_ to \_\_\_\_ inclusive for the execution of the services, we, the undersigned, offer to execute and complete said services and remedy any defects therein in conformity with the Conditions and Addenda for the sum(s) of

**Three (3) Year Offer**

\_\_\_\_\_ (Words)

\_\_\_\_\_ (Figures)

3. We acknowledge that the Request for quotation form is part of our quotation submittal.
4. We undertake, if our proposal is accepted, to commence the service as soon as is reasonably possible after the receipt of notice to commence, and to complete the whole of the service comprised in the Contract within the time stated in the in the RFP.
5. We confirm that our Proposal shall remain open for acceptance by the Government of Bermuda for a period of ninety (90) calendar days from the date of this undertaking and we shall not withdraw this proposal during this period.
6. Unless and until a formal Agreement is prepared and executed this proposal together with your written acceptance thereof, shall constitute a binding offer between us.
7. We understand that you are not bound to accept the lowest or any Quotation that you may receive.
8. We confirm having received and complied with addenda number \_\_\_\_\_ to \_\_\_\_\_ (if any).
9. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts for Government receivables such as Social Insurance contributions, Payroll Tax and Public Works (formerly Works & Engineering) fees.
10. I/We consent to the collection and use of the information I/we give to the Government of Bermuda in response to the solicitation document and agree to waive any right to challenge any decision made by the Government to disclose the information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**SIGNED:**

(Signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(Block letters) \_\_\_\_\_

Duly authorized to sign Quotations for and on behalf of:

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

**WITNESS:**

(Signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(Block letters) \_\_\_\_\_  
\_\_\_\_\_

## **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 Quotations from all persons tendering. In recognition of this principle, each company that submits a Quotation 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 Quotations 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 a Quotation, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

### **Confirmation of non-collusion**

I/We certify that this is a bona fide Quotation, intended to be competitive and that I/We have not fixed or adjusted the amount of the Quotation 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 Quotation 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 Quotation administrator the amount or approximate amount of my/our proposed Quotation (other than in confidence in order to obtain quotations necessary for the preparation of the Quotation for insurance) or
- (b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Quotation 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 Quotation.

Signed

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

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

For and on behalf of

\_\_\_\_\_