

UTILITIES REGULATION AND COMPETITION AUTHORITY



REQUEST FOR PROPOSALS

FOR

PROVISION OF SECURITY SERVICES

FAC/ 5/2023

Issue Date: 6 June 2023

Response Date: 23 June 2023

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1. Introduction

The Utilities Regulation and Competition Authority (URCA) issues this Request for Proposal (RFP) to suitably qualified security services companies to provide guarding services at its **Frederick House office building and its Frederick House Parking Lot**, both situated on Frederick Street, Nassau, Bahamas (“the Services”). This document outlines the requirements for the said Services and invites interested persons to submit quotations to provide those Services. The successful qualified, security service company shall:

- (1) have the necessary experience in security/guarding services and shall provide the required Services as and when required by URCA within the agreed scope and cost;
- (2) be licensed to carry out the Services required and be National Insurance Board (NIB) and Department of Inland Revenue (DIR) compliant.
- (3) employ only skilled personnel who can pass necessary background checks.
- (4) have resources and facilities to manage security personnel and provide appropriate training as may be required to perform the duties herein specified.
- (5) ensure that personnel supplied for this contract are polite, firm, disciplined, physically fit and alert and suitably attired in an appropriate uniform (photo to be provided of sample security attire) when attending to duties specified under this contract.

2. Background Information

URCA:

- is a statutory body created by legislation as the independent regulator of the Electronic Communications and Utilities and Energy Sectors in The Bahamas.
- URCA occupies a building consisting of four storeys (known as Frederick House) situated at Frederick Street on the island of New Providence in the Bahamas. The building has an associated parking lot (Frederick House Parking Lot) immediately opposite.

3. Services Required

This section summarises the Services the security company will provide to URCA under this RFP.

URCA seeks to engage a suitably qualified security services company to provide the Services for its Frederick House building office and its Frederick House Parking Lot at Frederick Street, Nassau, New Providence, Bahamas.

URCA expects all proposals submitted in response to this RFP to define the vendor's detailed approach to fulfilling the requirements of the specifications.

The proposal should also clearly identify factors such as the number of security personnel available to meet the requirements, how the company will deal with absences, and the level and types of training its employees receive in all aspects of security services.

The successful company shall be responsible for the following Scope of Works as outlined below (referred to as "**the Scope of Works**"):

A. Scope of Works – Provision of Security (Guarding) Services

- The successful security services company will provide one security officer at URCA's premises which include the Frederick House **office building and Frederick House Parking Lot**, in accordance with the following schedule:
 - I. Start Time: 7 am (0700 hours)
 - II. End Time: 7 pm (1900 hours)
 - III. Days of the week service to be provided: Monday through Friday inclusive.
- The security officer will be required to, and shall be capable of, providing the following services:
 - I. Interact with employees and visitors to URCA courteously and professionally
 - II. Open the building and disarm the alarm system upon arrival
 - III. Lock the building and activate the alarm upon leaving.
 - IV. Inspect the Frederick House building and Frederick House Parking Lot areas (the Premises) upon arrival and before leaving and periodically during the day, as other duties will allow ensuring that the employees and premises are safe and secure and that no abnormalities exist.
 - V. Report any abnormalities to the Facilities Manager or, in his absence to the Special Assistant to the CEO (SA/CEO).
 - VI. Monitor traffic into and out of the Frederick House Parking Lot and URCA-assigned parking spaces immediately in front of the building.
 - VII. During the period of the Services operation between 7 am to 7 pm, and by utilising

traffic cones and traffic management, ensure that streetside parking spaces are **only used** for URCA's purpose. The use of these streetside parking spaces is authorised and verified by URCA's CEO or SA/CEO, respectively. No unauthorised use of URCA's parking spaces, whether streetside or in the parking lot, is to be bitted.

- VIII. Assist with evacuation of the building during drills and in the case of an actual emergency.
- IX. Report any observed issues and threats concerning the Premises to the Facilities Manager and the SA/CEO in his absence, and in the absence of both, to the CEO.

B. Required Qualities of Security Officers

Security Guards employed by the successful security services company shall have the following qualifications:

- Must be a permanent employee of the firm.
- Must be not less than 18 years of age and not older than 65.
- Must be physically fit and able to perform a security officer's duties.
- Should be conversant with the duties of a security guard.
- Should have good knowledge of modern security systems.
- Should be observant and able to gather information on security matters.
- Must make rounds not less than twice daily of the Premises and identify and report on security loopholes, assess fire threats and be able to advise on and take appropriate preventative measures.
- Must be able to interact with visitors and customers of URCA courteously and respectfully.
- Must not leave the Premises unless properly relieved or at the end of the designated work hours.
- In the event of an emergency, assist in evacuating staff and the execution of the disaster management plan for the emergency at hand.
- Must always be appropriately attired without exception.
- Must keep a log of all activities at the Premises, a copy of which will be provided to the facilities manager every month or more frequently, such as immediately following an emergency.
- Must carry photo identification issued by the successful security services company.
- Must read and write legibly and possess good comprehension of the English language.

C. Required Qualities of the Successful Security Service Provider

- Supervisors must check the shift not less than once daily.

- Shifts shall be attended at all times, with relief provided by other officers in the event of sickness, vacation or other absence.
- Maintain strict adherence to the requirements of this specification document and international standards for services of this type, such as American Society for Industrial Security (ASIS) International.
- Provide additional security officers if required by URCA at the agreed rate.

4. Submission Requirements

URCA requires the submitted proposal to address and comply with the services listed in Section 3 above.

Each proposal shall contain the following content, organised in a number of sections strictly as follows:

A. Letter of Transmittal:

Section A of the proposal shall comprise a letter of transmittal, which must contain the following statements and information:

- company name, mailing and physical address, telephone number(s), fax number(s) and website address;
- name, title, email address and telephone number of the person(s) to contact who are authorised to represent the firm and to whom correspondence should be directed;
- a brief statement of the vendor's understanding of the services to be performed under the contract;
- a corporate officer or person authorised to bind the security services company to the proposal must sign the letter and cost schedule; and
- a statement stating the proposal and cost schedule will be valid and binding for at least ninety (90) days following the proposal due date and will become part of the contract negotiated with URCA.

B. Profile:

Section B must comprise a comprehensive profile of the firm, including, at a minimum:

- Date Firm established.
- Number of years the security services company has provided the proposed services;
- Number and list of existing or previous security services contracts.
- Number of full-time employees.

- (e) Location of firm's business office.
- (f) Specialized tools or equipment on hand that the security services company considers necessary to complete the work as specified.
- (g) Copy of the Business License
- (h) Copy of Tax Compliance Certificate ("TCC").
- (i) Copy of NIB Certificate of Compliance
- (j) Three professional references along with contact information.

C. Additional Information to be included in Proposal

Each security services company responding to this Request for Proposals (RFP) should submit the following additional information organised in sections numbered as set out below:

I) APPROACH AND METHODOLOGY

- 1) Executive Summary of the Proposal, including why the firm is submitting its proposal and what uniquely qualifies it to perform the ProjectService.

II) EXPERIENCE OF THE FIRM

- 1) Provide details of key staff employed by the firm.
 - a) Details of each person's relevant experience and expertise.
- 2) Provide details of all current and past security services contracts including start and end dates and number of officers assigned to each contract.
- 3) Provide details of any additional services, beyond the scope of this RFP, that the firm provides which may be of interest to URCA.

II) TIME TO COMMENCE

- 1) Shortest time frame within which required services can commence.

III) OFFERED COST

- 1) Expected cost to perform the works itemised as follows: **(Form of Tender)**
 - a) Hourly Rate per day for Security Services
 - b) Total Monthly cost for Security Services payable by URCA for a typical month with 22 working days.
 - c) Hourly Cost of Additional Security Guarding Services if required By URCA

5. Evaluation Criteria

An URCA-appointed selection committee will review all proposals based on the following criteria and make a recommendation to URCA's Chief Executive Officer:

- A. Approach and Methodology;
- B. Experience of the Firm;
- C. Time to Commence
- D. Pricing.
- E. Company Profile
- F. Letter of Transmittal

URCA will use a rating system based on pre-defined points and percentages to evaluate the proposals. The contract award will be made to the firm whose proposal receives a favourable evaluation, recommendation of the selection committee, and approval by others. URCA shall not be bound to accept the highest scoring or any proposal submitted.

6. Responses

6.1 Format of Responses

Respondents must submit their response and all associated documents in accordance with the following guidelines **ONLY**:

1. **Four (4) PRINTED COPIES** of the Form of Tender and any other relevant information requested herein, placed in sealed, opaque packages, bearing no identity of the sender and marked:

PROPOSAL FOR SECURITY SERVICES

Chief Executive Officer

Utilities Regulation and Competition Authority Fredrick House

Fredrick Street

P.O. Box N-4860 Nassau, The Bahamas

2. **COMPLETED PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 PM, BAHAMAS TIME, ON THE RESPONSE DEADLINE DATE OF 23 June 2023. LATE RESPONSES OR SUBMISSIONS SHALL NOT BE ACCEPTED.**

Only physical submissions will be accepted and only according to Section 6.1. In no circumstances

should a Respondent submit its proposal or any part of it to any person at URCA via email, fax, or any other method of submission, whether in addition to or instead of the above.

The contractual and licensing arrangements between URCA and the Project Service Provider will incorporate the contents of the Proposal. URCA underlines the importance of receiving honest, trustworthy and complete answers to all areas of the RFP.

Failure to comply with all the submission requirements above (including packaging) may result in the rejection or disqualification of the application.

6.2 URCA's Contact Details for Clarifications, Questions and Additional Information

Persons seeking clarification or additional information on any matter involving this RFP or the process (other than a submission of proposals) should submit in writing by email, fax or mail to the "Project Manager – RFP for Security Services" at the following address with the subject "**RFP for Security Services**":

Project Manager – RFP for Security Services - Utilities Regulation and Competition Authority
Fredrick House Fredrick Street
P.O. Box N-4860 Nassau, The Bahamas
Email: info@urcabahamas.bs Fax: 242.393.0153

Questions must include full contact details (mailing address, email address and fax number) of the enquirer. Please state if the question is general or involves a specific issue in the RFP, and if so, which one?

URCA will acknowledge receiving such questions and answer them **by email** as soon as practicable. URCA will inform if it cannot answer a question within three (3) working days of receipt or, at the latest, two (2) days before the Submission Deadline.

Responses that URCA decides to be of general interest to all prospective RFP Respondents will be uploaded to URCA'S website at www.urcabahamas.bs as an addendum no later than 5:00 p.m. on 22 June 2023.

URCA will not accept requests for further information or clarification after 20 June 2023.

6.3 Expenses

Each Respondent shall be liable for all costs incurred in this RFP process, and URCA shall not accept or bear any responsibility to compensate any Respondent.

6.4 Selection Procedure and Criteria

Based on compliance and satisfaction of the matters in this RFP, URCA will evaluate the proposals based on the submission and any specifically requested presentations only. URCA will consider all facets of the proposal, including the price and commercial terms and conditions, based on the following weightings:

Item	Description	Max Score
A	Time to Commence	5%
B	Letter of Transmittal	5%
C	Company Profile	15%
D	Firm Experience	10%
E	Approach and Methodology	20%
F	The commercial proposal, including price and all terms and conditions	40%
	TOTAL	100%

Where

a) Time to Commence is the time frame within which the successful firm will be available to commence the services

b) Letter of Transmittal is a letter submitted to URCA that is substantively responsive to the requests made under Section 4(a).

c) Company Profile provides a profile of the company that is consistent with the requirements of Section 4(b).

d) Firm Experience is a compendium of the firm's establishment date and prior security services contracts executed.

e) Approach and Methodology describes how the respondent intends to provide the security services requested herein. This description should be one type-written page in length at maximum.

f) Commercial proposal is the cost which URCA must pay to the security services Company for the

services requested herein, inclusive of payment terms.

URCA reserves the right to choose freely among Respondents, selecting any or none - or to use the quotation as a basis for further dialogue with any or all Respondents. Respondents shall not consider the commencement of negotiations with URCA as a commitment by URCA to enter into a contract with the Respondent.

6.5 Time Schedule

6.5.1 Issue of RFP

URCA issued this RFP on 6th June 2023, and interested persons may download it from URCA's website at www.urcabahamas.bs.

6.5.2 Deadline for Submission of Proposals

URCA MUST RECEIVE COMPLETE PROPOSALS NO LATER THAN 3:00 PM, BAHAMAS TIME, ON THE RESPONSE DEADLINE DATE OF 23 JUNE 2023. URCA WILL NOT ACCEPT AND IS NOT RESPONSIBLE FOR LATE RESPONSES OR SUBMISSIONS.

URCA will only accept physical submissions that comply with Section 7.1 above.

6.5.3 Selection of and Negotiation with Service Provider

URCA will conduct its final evaluation and select its preferred Service Provider. The selection shall, at this stage, remain subject to successful commercial negotiation of the terms and conditions of a contract. If URCA cannot agree on terms and conditions with the preferred Service Provider that is to URCA's satisfaction, URCA reserves the right to commence negotiations with the next best-qualified bidder, and so on, until a satisfactory agreement has been concluded.

7. Miscellaneous

URCA reserves the right:

- a) to reject any or all proposals for failure to meet the requirements contained herein or for any other reason which, in URCA's sole judgment, renders the proposal unsuitable,
- b) to waive any technicalities, and
- c) to select the proposal which, in URCA's sole judgment, best meets URCA's requirements.

This RFP creates no obligation for URCA to award a contract or compensate the Bidder for any costs incurred during proposal preparation and presentation, response, submission, presentation, or oral

interviews. URCA also reserves the right to negotiate further with any respondent to the RFP. Providers should refrain from relying upon the opportunity to alter their qualifications or submissions during discussions.

Bidders are requested to note that no parking will be provided for security officers providing guarding services at the Premises. Officers will be required to make alternative area parking arrangements, interfering with their ability to carry out the requested services.

Appendix I - Form of Tender

UTILITIES REGULATION AND COMPETITION AUTHORITY Invitation for Provision of

SECURITY SERVICES

1. Having visited and examined the site of the named Services and also examined the Tender Documents for the said Services, we offer to provide the said Services in conformity with the said Tender Documents for the monthly VAT inclusive sum (Contract Price) of:

B\$ _____

Breakdown of Costs

Item No.	Activity	Quantity	Unit cost (Cost per Day)	Total Cost for 22-Day Month
1	Daily Security Services	22		
2			Sub-Total	
3			VAT (if applicable)	
4	TOTAL Monthly Cost for 22-Day Month			

2. The Bidder confirms that the above lump sum (Contract Price) includes VAT (if applicable), all work, material, labour and other costs necessary for executing the Services by the Specifications and shall not be subject to further adjustment in price.
3. Additional Costs: Any additional security services requested by URCA shall be billed at the hourly rate of:

B\$ _____

- 3. We agree to abide by the Tender for Ninety (90) days from the Closing Date, which shall remain binding upon us. It may be accepted at any time before the expiration of that period.
- 4. We undertake to commence the Services within _____ days of receipt of URCA’s orders.
- 5. **We hereby confirm that the Bidder is not associated nor has been associated in the past, directly or indirectly, with any person(s) in URCA or any other entity having prepared the Specifications or any other bidding documents in connection with this project.**
- 7. **We hereby confirm that no person(s) in URCA is involved in or has any vested interest in the Company/Business of the Bidder.**
- 8. We understand that URCA is not bound to accept the lowest or any Tender it may receive and that it reserves the right to accept or reject any Tender.
- 9. We understand that unless and until a formal agreement is prepared and executed, this Tender and our written acceptance shall constitute a binding contract between the parties.

Dated this _____ day of _____, 2023

SIGNATURE: _____
(duly authorised to sign)

NAME & POSITION: _____

NAME OF BUSINESS/COMPANY _____

ADDRESS & TEL. NUMBER: _____

WITNESS: _____
(Name of Witness) (Signature of Witness)

Appendix II Terms and Conditions

1. DEFINITIONS

In the Contract (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- (a) **“URCA”** - shall mean The Utilities Regulation and Competition Authority;
- (b) **“The Security Services Company – The Company”** – shall mean the person or persons, company or firm(s) whose tender has been accepted by URCA and include the Company’s Personal Representatives; successors and permitted assigns;
- (c) **“The Contract Price”** – shall mean the monthly sum to be paid by URCA (***inclusive of Value Added Tax [“VAT”] if applicable***) to the Security services company for the Services as agreed and accepted in accordance with the Tender of the Security services company who has been awarded the Contract;
- (d) **“The Premises”** – shall mean URCA’s place of business being Frederick House and the Frederick House Parking Lot identified in the Specifications for this contract.
- (e) **“The Services”** - shall mean the services as outlined in item 3 of this RFP, which shall also include any administrative functions, costs and expenses (***inclusive of VAT if applicable***) associated with or incurred by the Security services company in the performance and execution of the Services;
- (f) **“Additional Charges”** - shall include any costs or expenses (***inclusive of VAT if applicable***) incurred by the Security services company over and above the Contract Price as agreed in writing between URCA and the Contractor.
- (g) **“Commencement Date”** – shall mean the date the Services are scheduled to begin, as agreed between URCA and the Contractor.
- (h) **“Contract Date”** – shall mean the date URCA and the Contractor execute the Agreement
- (j) **“Expiry Date”** means the date the Contract between URCA and the Security services company is terminated.

- (k) **“Conditions”** – shall mean the provisions below, which shall be incorporated into the Contract Agreement by reference.
- (l) **“Business Day”** – shall mean Monday through Friday, excluding holidays observed in the Commonwealth of The Bahamas.
- (o) **“Site”** - means the land and other places under in or through which the Services are to be executed or carried out, and any other land or places identified by URCA for the Contract, together with such other places as may be specifically designated in the Contract as forming part of the Site.
- (p) **“Parties”** – shall collectively mean URCA and the Security services company.
- (q) **“Tender Documents”** – shall mean Appendices I, II and III together with the scope of services and Submission Requirements listed under Sections 3 and 4.

2. **INTERPRETATION**

- (1) Words importing the singular only shall also include the plural and the masculine, including the feminine and vice versa where the context requires.
- (2) Wherever in the Contract Agreement provision is made for a communication to be “written” or in “writing”, this means type-written, hand-written or printed communication, including faxes and e-mail.

3. **HEADINGS**

The headings and titles in these terms and conditions shall not be considered part of or considered in the interpretation or security services thereof or of the Contract Agreement. Headings and cross-references between clauses have no significance.

4. **TERM OF CONTRACT**

- (a) The term of this Contract Agreement will continue from the Commencement Date. It shall remain in full force and effect for a period not exceeding 36 months (the **“Term”**) or until either party terminates the contract under Clause 20 (Termination).

5. **SCOPE OF CONTRACT**

- (1) Unless otherwise stipulated, the Security services company shall provide all labour, materials, tools, supplies and equipment required for such Project Services as agreed and provided herein and shall carry out and perform the Services on behalf of URCA in accordance with this Contract to the reasonable satisfaction of URCA.
- (2) The Security services company shall perform the Services in accordance with these Terms and Conditions, URCA's Specifications, and all other Tender Documents.

6. **QUALITY OF WORK**

1. Security Services provided by the Company shall be of the highest quality and compliant with international security services standards such as ASIS International.:

7. **REPORTS**

If required, the Security services company shall provide URCA reports on the Services rendered or outstanding, including commentary on the resolution of any issues raised during the contract period and accident and incident reports observed by the officer on duty. A copy of the report format is to be submitted along with your proposal.

URCA's Representative will determine the frequency of such reports.

8. **HOURS OF WORK**

The established hours of work are on Business Days or Monday to Friday inclusive between the hours of 7 am to 7 pm.

11. **SAFETY**

- (1) The Company (its employees and agents) shall strictly observe and comply with all safety requirements. The Security Officers provided by the Company shall be expected to participate in and facilitate the safe evacuation of staff from the building during times of emergency. The Security officers shall take instructions from URCA's Facilities Manager or his designate.
- (2) The Security services company shall be solely responsible for all protective and safety clothing and equipment which may be required for the performance of the Services.

12. **SECURITY SERVICES PROVIDER'S EMPLOYEES**

1. The Security services company shall ensure so far as is possible that all persons employed by them are (a) Bahamian, (b) or non-Bahamian are legally qualified to work and possess a valid work permit; (c) efficient, sober and honest individuals; and (d) proficient in the type of work required under this contract.

URCA will at no time tolerate the consumption of alcoholic beverages or use of narcotics regarding persons employed in the contract, which is on or about URCA's Premises or any worksites.

2. The Security services company shall not employ for this Contract Agreement any person whose employment reasonable objection is taken by or on behalf of URCA. **This shall include persons who are currently employed with URCA.**

3. URCA shall be at liberty to object to and require the Security services company to remove forthwith from the Premises any person employed by the Security services company on or about the execution of the Services who, in the reasonable opinion of URCA: -

- (a) Misconducts himself;
- (b) Whose employment is considered illegal or otherwise undesirable; or
- (c) Is incapable of being employed by virtue of that person being engaged under a contract of employment with URCA at the time of execution of the contract and who has not obtained the prior written consent of URCA to be otherwise employed upon the Premises and such person shall not be again employed for the provision of the Services without the written permission of URCA.

4. The Company, its employees and agents shall be required to wear proper uniforms typical for services of this type and company identification while on the Premises. They shall be required to produce such identification upon request by URCA.

13. TERMS OF PAYMENT

1. The Services shall be invoiced monthly as such services are rendered or as otherwise agreed by the parties.
2. The Security services company shall be paid by URCA for the Services within thirty (30) days from receiving the invoice for the same or as otherwise agreed by the parties.
4. No payment shall be made to the Security services company in the absence of a

proper invoice for the Services, and failure by the Security Services company to provide invoices as required will delay payment to the Contractor without prejudice to URCA.

5. Any additional services required under this contract shall have been agreed upon in writing by URCA's Representative.

15. **ASSIGNMENT**

The Security services company shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of URCA, such consent not to be unreasonably withheld. Any attempts to assign any rights or duties without that consent will be void.

16. **NO WAIVER**

No failure of either party to this Agreement to prosecute its rights concerning any single or continuing breach of this Agreement will act as a waiver of the right of that party to later exercise any right or enforce any remedy granted under this Agreement concerning that same right or enforce any remedy granted under this Agreement concerning that same or any other breach of this Agreement by the other party to this Agreement.

17. **INSURANCE**

- (1) **Before commencing the Services, the Security services company shall provide proof of valid public liability insurance against loss of life, injury and damage to URCA, its agents and employees or any other third party or its property arising out of the execution of the Services.**
- (2) Such insurance shall be effected with an approved Insurer and in terms URCA agrees.
- (3) The policy or policies of the insurance shall be endorsed, indemnifying URCA in the event of any claim being made upon URCA as principal and arising out of the performance of the Contract by the Contractor.
- (4) The Security services company shall provide URCA with a copy of the Insurance Policy Certificate as proof of the Insurance within seven days after the execution of this Contract. Failure to provide proof of insurance will be considered a breach

of this Agreement subject to termination under clause 20(iii).

18. **INDEMNITY**

- (1) The Security services company shall be liable for and shall indemnify URCA, its Board, its employees, and its agents in respect of any liability, loss, claim or proceeding whatsoever arising under any statutes or at common law in respect of any personal injury to or the death of any person whomsoever and to any property real or personal wheresoever arising out of or in the course of the execution of the Services UNLESS the said personal injury or death or property damage is due to the act or neglect of URCA, its employees, or agents.
- (2) URCA shall indemnify the Security Services Company, its employees and agents in respect of any liability, loss, claim or proceeding whatsoever arising under any statutes or at common law in respect of any personal injury to or the death of any person whomsoever and to any property real or personal wheresoever arising out of or in the course of the execution of the Services UNLESS the said personal injury or death or property damage is due to the act or neglect of the client his employees, or agents.

19. **TERMINATION**

- (a) URCA shall have the right to terminate this Contract without notice or payment in lieu of notice if:
 - (i) The Security services company neglects, refuses, fails or for any reason becomes unable to perform or carry out the Services to the reasonable satisfaction of URCA;
 - (ii) The Security services company breaches or fails to comply with any of the terms or conditions of this Contract; or
 - (iii) The Security services company divulges confidential information concerning the business or affairs of URCA or is guilty of any misconduct or commits any act which, in the opinion of URCA, is likely to bring URCA or any of its directors or officers into disrepute.
- (b) Either party may terminate this Contract at any time by giving to the other sixty (60) days' notice in writing. In such event, the Security services company shall not be entitled to the total Contract Price nor any other amount by compensation, damages, or otherwise. At the expiration of such notice period, this Contract shall be

terminated.

- (c) Upon notice of termination from URCA, the Security services company shall take immediate steps to bring the Services to a close promptly and to reduce expenditures to a minimum. The Security services company shall be entitled to reimbursement in full on a quantum meruit basis for much of the costs as shall have reasonably been incurred before such termination.

21. **NOTICES/COMMUNICATION**

Any Notices or other written communication to be served on either of the parties by the other shall be hand delivered or sent via fax as follows:

AUTHORITY'S REPRESENTATIVE:

Utilities Regulation and Competition Authority
Carlton Smith, CEO
Utilities Regulation and Competition Authority
Fredrick House, Fredrick Street
P.O. Box N-4860 Nassau, The Bahamas
Re: RFP for Security Services
Fax: 242.393.0153

SECURITY SERVICES COMPANY'S REPRESENTATIVE (Bidder to Specify)

Name: _____
Position in Company _____
P. O. Box _____ Nassau, The Bahamas
Tel. No. (242) _____
Re: RFP for Security Services
Fax No. (242) _____

Notices shall be deemed received by the addressee within Ninety-six (96) hours of posting or Twenty-four (24) hours if sent by fax to the correct fax number.

22. **NOTICE OF ACCIDENTS AND ACCIDENT REPORTS**

In the case of any casualty or accident occurring on the Premises during the execution of the Project Services, the Security services company shall:-

- (1) Comply with all existing legal obligations requiring him to give notice of such casualty or accident to any person or persons or legal authority and supply URCA's Representative with three copies of any notice so given, or
- (2) Where no such obligations exist, give verbal and written notices to URCA's Representative of such casualty or accident within 24 hours. The Security services company shall also report such accident to the competent authority where such report is required by law.
- (3) The Security services company shall, within 48 hours of any accident at or about the Premises or in connection with the execution of the Services, provide a written report of such accident to URCA's Representative.

23. **FORCE MAJEURE**

1. The Parties shall be excused, either partially or in the performance of their obligations imposed by this Contract, if such failure or delay is the direct result of any of the following causes existing at the date hereof and which is reasonable within the contemplation of the parties, namely:
 - (a) act of God, earthquake, fire, flood, hurricane, tidal wave or other natural disaster;
 - (b) malicious mischief, insurrection, riot, strike, lockout, boycott, picketing, labour disturbance or other civil commotion;
 - (c) war, other military or martial disturbance; and
 - (d) any other unforeseeable cause beyond either party's control directly impacts the contract's performance.
2. The party claiming force majeure shall, as soon as possible and without undue delay, give notice to the other, submitting details and proof of such event.
3. Where an event of force majeure continues for 30 (Thirty) consecutive days, then either party shall have the right to terminate this Contract.

24. **COMPLIANCE WITH REGULATIONS**

The Security services company shall conform in all respects to the provisions of any laws, rules, and regulations presently in force that are or may apply to the said Services and URCA.

25. **CONFIDENTIALITY**

- (1) The Security services company must hold in the strictest confidence all confidential information received directly or indirectly while performing the Project Services on behalf of URCA.
- (2) The Security services company must observe this duty of confidentiality during the contract term with URCA and continues after the contract has expired.

26. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties concerning the subject matter hereof, and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.

No modification hereof or waiver of any right under this Agreement will be effective unless it is evidenced in writing and executed by an authorised representative of each party to this Agreement.

27. **JURISDICTION AND GOVERNING LAW**

This Contract and all rights hereunder shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of The Bahamas.

Appendix II Form of Agreement

UTILITIES REGULATION AND COMPETITION AUTHORITY

Invitation for Provision of

..... SECURITY SERVICES.....

COMMONWEALTH OF THE BAHAMAS

New Providence

THIS AGREEMENT is made the _____ day of _____ A.D. 2023 BETWEEN the **Utilities Regulation and Competition Authority**, a statutory body established and existing in the Commonwealth of The Bahamas under and by the provisions of the URCA Act, 2009, of the said Commonwealth (“URCA”), of the one part and _____ incorporated and existing under the laws of the said Commonwealth with a place of business at _____ in (“the **Company**”).

WHEREAS

1. URCA is desirous of providing Security Services **at its Frederick House building and the Frederick House Parking Lot** on the island of New Providence, Bahamas (hereinafter referred to as the “**Services**”).
2. URCA has accepted a Proposal submitted by the **Company** dated _____ for the execution and completion of such SERVICES for a period of twenty-four (24) months.
3. URCA has awarded the contract for the said SERVICES to the Company for the amounts (***inclusive of value-added tax if applicable***) in accordance with the rates stipulated in the Contractor’s Tender Proposal to be paid by URCA to the **Company** for the SERVICES as agreed (hereinafter called the “**Contract Price**”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents annexed hereto shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) **Company's** Bid Form;
 - b) Terms and Conditions of Contract;
 - c) Specifications and Scope of Works;
 - d) Post-Tender Correspondence & Minutes of Meetings (if applicable);
 - e) The Letter of Award; and
 - f) The Letter of Acceptance.
3. In consideration of the payments to be made by URCA to the **Company as** hereinafter mentioned, the **Company** hereby covenants with URCA to execute and perform the SERVICES in conformity and all respects with the Terms and Conditions of the Contract which are annexed hereto and incorporated by reference as "APPENDIX II".
4. URCA hereby covenants to pay the **Company** in consideration of the performance of the Requested Services and the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Chief Executive Officer (CEO) for and on behalf of URCA has caused its Common Seal to be hereunto affixed.

CEO

The Common Seal of The Utilities)
Regulations And Competition Authority)
was affixed hereto by the said)
CEO in the presence of:)

General Counsel

IN WITNESS WHEREOF the President for and on behalf of the
Company has caused its Common Seal to be hereunto
affixed.

President

The Common Seal of _____)
_____)
was affixed hereto by the said)
President in the presence of:)

PHOTO TO BE PROVIDED ALONG WITH BID

PROVIDE PHOTO OF TYPICAL ATTIRE OF SECURITY
SERVICE PROVIDER SECURITY OFFICER