



Ministry of Tourism and Transport

Department of Marine and Ports

Request for Quotations
For
A Web Application For Boats and Moorings Registration

Request for Quotations No.: **MAP/001/2019**

Issued: **Wednesday November 06, 2019**

Submission Deadline: **Thursday December 05, 2019 04:30:00 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 **A Web Application For Boats and Moorings Registration**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

Introduction

Marine and Ports (MAP) need to implement a web solution that integrates with a database. The solution must be a user-friendly web solution accessible via the internet and internal Government network that allows registered users to re-register their boat(s), mooring(s), pylon(s) and floating dock(s) and pay registration fees online. The solution will should also provide certain Boats and Moorings staff the ability to perform back-end administration task i.e. run reports, change fees, etc.

The information submitted via the online Boats and Mooring Application (BMA) will be stored directly into the applications back-end database. The new application will allow for increased productivity and efficiencies for the MAP Administrators.

Overview

The MAP is responsible for the annual licensing of all private boats, commercial tour boats, pylons, floating docks and moorings in Bermuda. Re-registration starts April 1 and ends May 31 of each year. Additional duties include small boat wreck removals, inspections of foreshore encroachments, management of small boat channels and processing applications for mooring piles and floating docks. They also help to resolve problems involving boats and moorings and assist with dispute resolution by conducting investigations. All punts, kayaks, small boats, etc., must be initially registered and licensed annually, if used. Mooring licenses are for transfer only and must not be sold. They are eligible for transfer on a one mooring per (currently registered) boat basis.

Boats that are in the water must be licensed by law, whether they are used or not. Boats on dry-dock for extended periods are not required to be licensed.

MAP is responsible for maintaining an accurate record of all registered private boats, commercial tour boats (“Island Boats”), pylons, floating docks and moorings in Bermuda along with historical data related past and present owner(s), registration fees paid, registration transfers, inspections and disputes.

Another primary goal of the system is to provide the most accurate information related to boats, moorings, pylons, floating docks and other data to the Bermuda Rescue Coordination Center (RCC) / Bermuda Maritime Operations Center to assist in the execution search and rescue incidents. For this reason, it is critical that the system has very low “downtime” and is accessible 24/7 in the interest of public safety.

Redundancy is a key factor in the solution that must provide access for the RCC, should there be a problem accessing the main system at the Paget location. Replication is already in place and operational from the Paget location to Fort George in St. Georges, however this will change to IDT's main data center as the primary and replicated to IDT's redundant Disaster Recovery data center.

The present application environment consists of is a Microsoft SQL 2016 backend database with front end Microsoft Access clients accessing the data through a menu driven application.

Remote login access to the existing web site can be found at: <https://www.marineandports.bm/login.aspx>. This log-in serves to provide sufficient information for on-water access of boat and mooring data for enforcement purposes, including the issuance of tickets by the Police in the case where a boat's registration is verified as not being current.

Scale and Scope

1. There are approximately 16,000 boats, 4,602 moorings and 100 floating docks registered in Bermuda. The MAP anticipates that 30% of all registered boat, mooring and floating dock owners will use the online BMA in the first year.
2. Internal users will be the MAP staff, comprising of approximately 5-7 staff as well as the 24/7 operation at RCC, typically consisting of 2 persons, a Duty Officer and a Supervisor.

Marine and Port Services Oversight

The MAP will be responsible for the use of the application within the production environment. Support by the vendor is required during development, production deployment and for future application changes during the use of the application.

However, MAP administrator(s) should be able to make basic changes to forms used by customers as well as adjustments to fees.

The new system must be fully functional and in production by April 30, 2020

1.2 RFQ Contact

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

Mr. DeVaughn West, at dewest@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. DeVaughn West, at dewest@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 3 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 2 years.

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	Wednesday November 06, 2019
Pre-Bid / Site Meeting	Wednesday November 13, 2019 10:00 AM
Deadline for Questions	Wednesday November 20, 2019 4:00 PM
Deadline for Issuing Addenda	Friday November 22, 2019 4:00 PM
Submission Deadline	Thursday December 05, 2019 04:30:00 PM
Anticipated Execution of Agreement	Friday December 20, 2019

All times listed are in Atlantic Standard Time (AST). The RFQ timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

Pre- Bid meeting and Site Visit

The bidder's designated representative is invited to attend a pre-bid meeting, if provided for; the purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage of the procurement. If so provided for, the Government will organize a site visit.

The bidder is requested, as far as possible, to submit any questions in writing, to reach Mr. DeVaughn West, at dewest@gov.bm not later than 2 days before the meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

A site visit and demonstration of the existing application conducted by the Government's Project Manager will be organised.

Date: 13 November 2019

Time: 10:00- 11:30AM

Place: Information and technology Office Board Room, Channel House, 12 Longfield Road, St. George's DD03, Bermuda

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Electronic mail (E-Mail) submissions are accepted at (DeVaughn West: dewest@gov.bm).

If documents are larger than ten (10) MB please send them within a zip file.

In the subject line of the email, please state the RFP title. Please ensure to send a copy of your proposal in MS Word and/or Adobe PDF format.

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 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 December 05, 2019 04:30:00 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

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

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

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Procurement Protest procedures. The notice must provide detailed explanation of the respondent's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i)

could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Government may disqualify a respondent for any conduct, situation or circumstances, determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Respondent Not to Communicate with Media

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

3.4.6 No Lobbying

Respondents shall not in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any respondent.

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Government; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.4.9 No Collusion

Respondents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

3.5 Confidential Information

3.5.1 Confidential Information of the Government

All information provided by or obtained from the Government in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Contract until Execution of Written Agreement

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

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

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

- where irregularities require cancellation in the interest of fairness.

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

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The terms and conditions found in the sample Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

See Annex A - Bermuda Government - Sample Contract General Terms

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

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes except for foreign sales or other taxes, which should be itemized separately.
- (c) Pricing quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

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

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

2.2 The respondent is in a stable financial position

Following financial checks, i.e. checking a bank reference, the following scores should be awarded.

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council and the Tax Commissioner, the following scores should be awarded:

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

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

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
 - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the respondent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
 - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
 - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex B - Financial (Cost) Proposal

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Develop Web Page Front End

The solution must be a user-friendly web solution accessible via the internet and internal Government network that allows registered users to re-register their boat(s), mooring(s), pylon(s) and floating dock(s) and pay registration fees online. The solution will should also provide certain Boats and Moorings staff the ability to perform back-end administration task i.e. run reports, change fees, etc.

The information submitted via the online BMA will be stored directly into the applications back-end database. The new application will allow for increased productivity and efficiencies for the MPS Administrators.

Existing paper and MS Word forms must be made available online for downloading directly from the web site.

Data Migration

Data Migration

The developer that initially developed the existing database, tables and MS Access 2003 interface is no longer available. The successful vendor will have to review the database and develop an understanding of the tables and their relationships. All data from the existing MS SQL database **MUST** be migrated to the new BMA. All history data **MUST** be retained and linked correctly.

The successful vendor shall develop migration and testing plans for the data verification.

Database Customization

The successful vendor will have to perform some database customization (addition of fields, tables, etc.) to the existing database as referenced in the Requirements Traceability Matrix.

Testing and Training

Testing

As part of the delivery of the system, the vendor shall submit a full system test plan. This plan shall include all elements of software, hardware and user testing.

The Vendor will be responsible for creating test scripts that outline test conditions and expected results.

User Training

As part of the delivery of the system, the vendor shall provide training for all users who work for the MAP.

Although no specific demands are being placed on the vendor with respect to the duration of said training, or its design, the training must be provided on the island of Bermuda and be sufficient for the trained persons to begin using the system in completion of their job responsibilities immediately upon completion. It is expected that trainee competence will be tested at the end of this training program. It is desired that the vendor deliver the training during the final two to four weeks of the system implementation plan.

User and Administration Guide

Documentation

As part of the system delivery, the vendor shall provide system, user and administration documentation inclusive of system hardware and application diagrams.

Any routine maintenance to be performed by the vendor, MAP or IDT should be included in this documentation.

Replication

Redundancy is a key factor in the solution that will provide 24/7 access at RCC should the primary system off off-line for maintenance, etc. At present the replication is from main system at the Paget Office to Fort George in St. George's. The new system will be located at LINK Bermuda and should replicate to Governments DR (Disaster Recovery) or another appropriate location.

Functionality

Functionality

This section defines and describes the features of the proposed BMA. Features are the high-level capabilities of the system that are necessary to deliver benefits to the users.

Login

All eligible users must have a user name and password combination for entry to the web site application. The user name, password and account number will be provided to the user after they submit a completed user form to the Boats and Moorings Office in Paget. **See New Account Activation Form.** All user accounts must have a valid email address linked to the account.

Users & Roles

There are 2 types of users of the online BMA. These are Internal and External users.

- Internal Users – MAP Administrator and Clerks
- External Users - Users that are registering private boats, commercial tour boats, pylons, floating docks and moorings
- View only access – view only access to boats, moorings, floating docks, etc. by RCC and Police

Each external user in the system will be set up with an initial password that must be changed at first sign on along with selecting three security questions, providing an answer to the security questions and their account number. An email will be sent to the users email address to verify their account.

In addition to the above security, Administrator privileges can be granted to a clerk with a specific level of access. This access governs what functional areas the Clerk has Administrator access to from the User Interfaces [UI]).

User Dashboard

The application will provide a user dashboard at first sign on that is unique for internal and external users.

For the external users this dashboard will show a listing of all boats, moorings, etc. registered to the users and any outstanding payments.

The internal user dashboard will show a listing of any pending inspections, payments for processing, and the total number of registered private boats, commercial tour boats, pylons, floating docks and moorings along with an options to access other clerk/administrator functions from the main menu.

Forms

The web site will provide the user the option to download all forms they may have to complete.

Administrator Functions

This feature will allow Administrators to complete the following duties:

- Change any and all fees
- Run reports
- Adjust payments
- Reset all user's passwords or account
- Send emails to all active external users
- Modify online forms

System Requirements

Infrastructure Requirements

The Infrastructure Requirements are System Requirements that set out the minimum hardware and software standards on which the system must be delivered and Operating Requirements which describe the Performance and Security Requirements.

System Requirements

The system must be delivered as a Web based system so the features may be accessed over the Internet and intranet.

It may be delivered on any of the following standard hardware/software architectures.

Desktop Client

1. Client OS – Windows 10 32 or 64bit , Mac OS
2. Internet Browser: Microsoft IE 11 or above +, Netscape 9.0, Mozilla Firefox 15 or above, Safari and Google Chrome

Mobile Device

1. Mobile OS – Android, Apple
2. Internet Browser: Safari, Google Chrome

Network Environment

1. TCP/IP – IDT will supply the needed internal and public facing IP addresses
2. The vendor must specify how many internal and external IP addresses the proposed solution will require.
3. Windows Server Requirements

The Server Requirements (on Production) comprise of either a Standalone or Multi-tiered environment:

1. Active-Passive Failover Environment or a Standalone environment
2. SQL Server Database

Windows Server Environment

1. Windows 2012 or higher
2. Windows SQL 2012 IIS 7.0 or above

Security & Backup

1. Users must be verified by password at sign-on time.
2. All transactions over the Internet must be conducted through SSL.
3. There must be a facility to record challenge information for password handling.
4. IDT has a Symantec Data Domain back solution in place. The vendor is to supply any special backup requirements. Backup must be automated and accommodated nightly.
5. Internet Firewalls will be provided by IDT. IDT uses CheckPoint firewalls and Sophos v10.0 antivirus. The system shall support industry standard protections from interconnection with the Internet. The vendor shall specify what firewall rules and antivirus exceptions are required.
6. Redundancy – replication of the database to RCC, Fort George.

Integration Points

1. Existing SQL database to store the application metadata for each users registered private boats, commercial tour boats, pylons, floating docks and moorings, payment history, etc.
2. Microsoft Exchange Server – for email notifications

3. An interface to the existing payment gateway is required to process online payments

Government Security Policy

The system provided must be compliant with the computer security policy of the Government of Bermuda (to be provided to successful vendor only).

Performance Requirements

The application must be scalable to 10,000 users and must be able to accept up to 100 concurrent users.

System Availability

The system will need to be available twenty four hours a day. In the event of system unavailability during such time due to a software or database problems, the vendor's technical support must make its best effort to return the system to operational status before the beginning of the next business day.

It is anticipated that routine systems maintenance shall be scheduled for hours other than normal ADT business hours and **MUST** be scheduled / coordinated with MAP, IDT and RCC.

Response Time

The Graphical User Interface provided by the web application will be lightweight and clean in order to provide acceptable performance when accessing the application using slower internet connections. The UI's must be built as a responsive web app to suit screen resolution requirement the widest a range of online enabled devices.

The Vendor shall specify the average, and maximum response time the system shall provide for typical transactions for internet users. Normal system requests, e.g. item inquiry, should not exceed 2.5 seconds.

Online Forms

All existing forms used by MAP must be available online for the user to fill in and save to their computer or download and fill in at a later date.

No forms will be submitted online.

See Annex C - MAP Forms

Certificate and Decal Printing

MAP have pre-printer certificate and decal templates that **MUST** be used with the new system.

See Annex D - Sample Certificates, Decal Templates and Printouts

Reports

MAP need to print out reports on a monthly bases. The report module should allow for they to filter the reports based on a selection(s) of items from dropdown list.

See Annex E - Sample Boats and Moorings Report

B. MATERIAL DISCLOSURES

Database Customization

No systems documentation exist for the present system.

Please refer to the Requirements Traceability Matrix for extract detail of new system requirements

Functionality

Please refer to the Requirements Traceability Matrix, Present Application Screen Shots and Registration Process Flow Chart.

See Annex F - Present Application Screen Shots

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

Submission Form

i. Executive Summary – Include a summary containing highlights of the proposal, describing how the prospective contractor will meet the requirements of the RFP. Include the proposed approach to providing the services described in this RFP and a statement of the prospective contractor's understanding of the project and services required.

ii. Table of Contents – A table of contents shall be provided that identifies the page numbers where the various sections included in the proposal can be found.

iii. Company Information - Including bidder qualifications and experience as well as background information on the personnel proposed to work on the project (including credentialing and licensing of each staff person), the size of staff, overall capabilities, and a brief description of who will be assigned to manage the System. All corporate bidders must include, with their proposal, a copy of the company's certificate of incorporation as evidence of the fact that the company is an existing registered company as at the date of proposal. Failure to provide the certificate of incorporation will render the proposal void.

iv. Proposed Description of Services to be delivered – A description of the proposed solution that will meet the requirements set out in the Requirements Traceability Matrix. The description should set out the goods and services provided to support the requirements.

v. The Proposed Solution - A description of the proposed solution that will meet the requirements set out in the attachment "Requirements Traceability Matrix". The description should set out the functions and features of the system and associated processing logic. Emphasis should be placed on concise, clear descriptions of the features and benefits of the products or solutions offered. Sufficient detail on technical requirements should be provided to describe the utility and compatibility of products and services. The vendor may recommend 'Future Features' and may propose ideas as to how these features will be accommodated in future releases of the system, but the 'Future Features' must not be included in the cost estimate for this proposal.

vi. The Proposed Approach - A description of the proposed approach for designing, building, testing, training and implementation of the proposed solution. The description should set out the methodology for analysis, documentation and verification of the requirements throughout the lifecycle.

vii. Project Approach and Schedule- the Proposal shall describe the project implementation approach; detail the roles and responsibilities of the MPS and the contractor; and the schedule for each of the projects major tasks. The schedule for each task and timing of each deliverable should be based upon 'the number of calendar days or weeks needed to complete the project.

viii. Project Plan and Methodology, and Response to Technical Questions – A description of the proposed approach which will be used to deliver the works outlined in the Statement of Requirements and the Technical Questions. This will show how the bidder proposes to approach the project and will comply with the cost schedule referred to in paragraph (iv) above. Bidder must include as part of its approach a detailed Gantt chart developed in Microsoft Project 2007®, or later version, that contains all major project tasks of the proposed approach. The Gantt chart must include at a minimum:

1. Detailed tasks and dependencies;

2. Task start and end dates;

a) Bidder must describe the project methodology they will use for the system design and project management. This segment of the proposal should establish the appropriateness and value of the proposed methodology in relation to this RFP.

b) Bidders should identify other projects in which they have successfully used the methodology. These examples may be used as benchmarks for performance standards for deliverables in this project.

c) Bidders should identify the potential risks and problems which, in their experience, occur on projects of this type.

d) In addition, the bidder should identify steps that can be taken by the bidder or by the Government of Bermuda to avoid or mitigate these problems and steps to be taken should the problem occur. Activities should be incorporated in the project plan to reduce the occurrence,

severity and impact of events or situations that can compromise the attainment of any project objective. This description should convey the level of detail involved in each activity and identify the significant milestones that occur in each area.

e) This description should also include any planned use of development tools, programming languages, hardware platforms, operating systems, and other technical architecture factors relevant to the development and deployment of the system.

f) Technology Approach and Architecture: - Please describe the overall technology approach and architecture being proposed. Specify the make and models of equipment being proposed and the names, publisher and version of any software.

g) Financial (Costs) Proposal – This refers to the total cost to design, build, test, train, implement, and operate including all other expenses pertaining to the system and the cost to deliver proposed goods and services, including initial staffing and technology costs. The cost of the project should include, but not be limited to, a breakdown of hardware, software, analysis, design and programming, training, project management and any other costs (expenses). These costs must be outlined as per the Financial

Proposal Form.

h) A payment schedule must be included that contains milestones and the associated payment amount. All costs for training must be included.

i) In accordance with the IDT standard development contract, the first milestone and associated payment amount on the schedule must be for the Statement of Work.

j) All costs and rates quoted should be “as landed” costs in Bermuda dollars. It should include, but not be limited to, a breakdown of hourly/daily rate chargeable in Bermuda dollars, number of hours/days required for project completion and any other costs (expenses).

Local Benefits

Each Proposal must include the completed Local Benefit Form - Social, Economic, and Environmental

Each proponent should provide the following in its proposal

a) Percentage of Bermudians employed by the bidder

b) Number of Bermudians employed by the bidder

c) Is the bidder a Specified Business?

d) Will the bidder use a Specified Business(es) in their supply chain?

e) Will the bidder use a Specified Business(es) as a subcontractor(s)?

f) Does the bidder offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?

g) Does the bidder have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

See Annex G - Local Benefits

References and Project Portfolio

Each proposal must include a completed copy of the Project Personnel Qualifications and References form.

See Annex H - References and Project Portfolio

Corporate Status

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

Certificate of Declaration of Non Collusion

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

See Annex I - Certificate of Confirmation of Non-Collusion

Requirements Traceability Matrix

Each Proposal must include a completed and signed Requirements Traceability Matrix

See Annex J - Requirements Traceability Matrix

Pricing Form

This refers to the total cost to design, build, test, train, implement, and operate including all other expenses pertaining to the system and the cost to deliver proposed goods and services, including initial staffing and technology costs. The cost of the project should include, but not be limited to, a breakdown of hardware, software, analysis, design and programming, training, project management and any other costs (expenses). These costs must be outlined as per the Financial Proposal Form.

a) A payment schedule must be included that contains milestones and the associated payment amount. All costs for training must be included.

b) In accordance with the IDT standard development contract, the first milestone and associated payment amount on the schedule must be for the Statement of Work.

c) All costs and rates quoted should be “as landed” costs in Bermuda dollars. It should include, but not be limited to, a breakdown of hourly/daily rate chargeable in Bermuda dollars, number of hours/days required for project completion and any other costs (expenses).

See Annex K - Financial (Cost) Proposal

D. MANDATORY TECHNICAL REQUIREMENTS

Technical Approach and Architecture

Technology Approach and Architecture:

Please describe the overall technology approach and architecture being proposed. Specify the make and models of equipment being proposed and the names, publisher and version of any software.

Please describe the method of implementation (Waterfall or Agile) you will be using along with the communications plan and meeting schedule.

Company’s Qualification Profile

Proponents must have twelve months or more experience within the past five years (as of the submission deadline) delivering software development services for a public sector entity.

Please describe the staff you propose to have work on this project and their experience and qualifications.

E. PRE-CONDITIONS OF AWARD

Financial Checks

Prior to awarding a contract to the selected bidder(s), the contracting department will perform financial checks to confirm whether the bidder 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.

Insurance

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

Certificates should be submitted within 10 calendar days after award of contract and before any work begins at the site.

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.

Proponents who are shortlisted may be invited to present oral presentations for the purpose of introducing key members of the project team and allowing the Government to fully understand the prospective Proponent's ability to meet the evaluation criteria and deliverables. Oral presentations will not be scored separately. Instead, the Government may modify scores and resulting rankings based on the oral presentation of those prospective proponents.

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Experience & Capability	40	35/40
3	Social, Environmental & Economic Criteria	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience & Capability

Each proponent should provide the following in its proposal:

1. a brief description of the proponent;
2. a description of its knowledge, skills, and experience relevant to the Deliverables; and
3. the roles and responsibilities of the proponent and any of its agents, employees, and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

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

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the bidder clearly demonstrate the ability to meet the Government's requirements?
- Does the proponent have the support capability required?
- Can the proponent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the bidder performed well on previous Government Projects?
- Is the bidder able to complete the work within the required timeframe?
- Does the bidder offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the bidder have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the bidder's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the bidder again?

3. Social, Environmental & Economic Criteria

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

- Number of Bermudians employed by the bidder;
- If the bidder is a specified business?;
- Engagement of Bermudian employee (%) during the project;
- Use of specified businesses in the proponent's supply chain;
- Use of specified business as subcontractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations and policy (each proponent to provide a copy)

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the Respondent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the Respondent and/or any party involved in the matter.

Any Respondent that submits false information in response to this Request for Quotations (RFQ), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have not fixed or adjusted the amount of the proposal or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the RFQ pack, or supplementary information provided to all Respondents.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____