



**Premier Office**

**Department of Information and Digital Technologies**

**Request for Supplier Qualifications**

**For**

**Cellular/Mobile Service Plans**

Request for Supplier Qualifications No.: **MOC/2019/001**

Issued: **Thursday October 03, 2019**

Submission Deadline: **Tuesday October 29, 2019 04:00:00 PM AST**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Respondents

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide **Cellular/Mobile Service Plans** as further described in Section A of the RFSQ Particulars (Appendix C) (the “Deliverables”).

The Government of Bermuda requests proposals from qualified mobile and wireless data providers for the provision of cellular voice/data services, cellular/mobile plans that may be used by all Ministries and Departments in Government.

Cellular/Mobile plans should include the provision of voice and data cellular services for cell phones, smartphones, tablets, and data modem devices for the connection of laptop computers. Plans should be able to include either or both, voice and data components for an individual device. We would expect a certain amount of stability with cellular services.

The billing fees for the service plans on an individual device shall be submitted in an easily readable monthly statement and should include identification of the user and Government account information. The term of the master framework agreement is for 24 months.

A hardware upgrade eligibility plan for the existing devices is welcome. Explanations should be provided for any device cancellation fees applicable to individuals and all devices in the plan. The minimum number of each type of device within the plan should be specified.

## 1.2 RFSQ Contact

For the purposes of this procurement process, the “RFSQ Contact” will be:

Mr. Barrington Bryce at email [bbryce@gov.bm](mailto:bbryce@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 RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

Respondents that download this file and intend to respond are required to register their interest with the RFSQ Contact by emailing their company name and contact information to

Mr. Barrington Bryce at email [bbryce@gov.bm](mailto:bbryce@gov.bm)

prior to the Submission Deadline as noted in the RFSQ timetable below.

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

## 1.3 Master Framework Agreement

Selected respondents will be invited to enter into an agreement with the Government in the form set out in Appendix D (the “Master Framework Agreement”), which will govern the potential

subsequent provision of the Deliverables pursuant to invitational second-stage competitive processes. The term of the Master Framework Agreement is to be for a period of 24 months with an option in favour of the Government to extend the Master Framework Agreement on the same terms and conditions for an additional term of up to N/A based on satisfactory service, performance and pricing for each previous and optional period.

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 RFSQ Timetable**

Issue Date of RFSQ	Thursday October 03, 2019
Pre-Bid / Site Meeting	Friday October 11, 2019 2:00 PM
Deadline for Questions	Tuesday October 15, 2019 4:00 PM
Deadline for Issuing Addenda	Tuesday October 18, 2019 4:00 PM
Submission Deadline	Tuesday October 29, 2019 4:00:00 PM
Rectification Period	3 business days
Anticipated Execution of Master Framework Agreement	Wednesday November 27, 2019

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

A Mandatory Pre-Bid meeting has been scheduled for this procurement. The purpose of the Pre-Bid meeting is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements and procurement process. The date, time and location are provided as follows:

DATE: Friday 11 October 2019

TIME: 2:00PM

LOCATION: To Be Determined

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register a mandatory Pre-Bid meeting.

#### **1.5 Submission of Responses**

##### **1.5.1 Responses to be Submitted at the Prescribed Location**

Responses must be submitted to:

MANAGEMENT CONSULTING SECTION  
 129 FRONT STREET (THIRD FLOOR)  
 HAMILTON HM 12  
 Attention Mr. Barrington Bryce  
 Ref: Cellular/Mobile Service Plans

##### **1.5.2 Responses to be Submitted on Time**

Responses must be submitted at the location set out above on or before the Submission Deadline. Responses submitted after the Submission Deadline will be rejected.

### **1.5.3 Responses to be Submitted in Prescribed Manner**

Respondents shall submit 3 signed original hard copies of their response or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the response is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the response, the hard copy of the response will prevail. Responses are to be submitted in a sealed package prominently marked with the RFSQ title and number (see RFSQ cover) and will not be opened until Tuesday October 29, 2019 04:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

### **1.5.4 Amendment of Responses**

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFSQ 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 response the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Responses**

At any time throughout the RFSQ process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn responses.

[End of Part 1]

## **PART 2 – EVALUATION AND SELECTION**

### **2.1 Stages of Evaluation**

The Government will conduct the evaluation of responses in the following three stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the Government will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFSQ Particulars (Appendix C).

### **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 responses to determine whether the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix C) have been met. Questions or queries from the Government regarding compliance with 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 response on the basis of the rated criteria as set out in Section F of the RFSQ Particulars (Appendix C).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in Pricing (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

### **2.5 Ranking and Selection**

Based on the evaluation of the responses in Stage II,

The top 2 ranked respondents will be selected to enter into a Master Agreement for inclusion on a prequalified supplier list for eligibility to participate in a potential invitational second stage competitive processes for the procurement of the Deliverables.

### **2.6 Notification of Top-Ranked Respondents**

The top-ranked respondents selected by the Government to enter into the Master Framework Agreement in accordance with the process set out in the Evaluation of Responses (Part 2) will be

so notified by the Government in writing. Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section E of the RFSQ Particulars (Appendix B) and to enter into the Master Framework 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.

## **2.7 Second-Stage Competitive Process**

Respondents who enter into a Master Framework Agreement will then be eligible for invitational second-stage competitive processes.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Respondents to Follow Instructions**

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response submitted should reference the applicable section numbers of this RFSQ.

#### **3.1.2 Responses in English**

All responses must be written in the English language only.

#### **3.1.3 No Incorporation by Reference**

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

#### **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 RFSQ Only an Estimate**

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information or empirical data contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ 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 response in response to this RFSQ.

#### **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 response, including, if applicable, costs incurred for interviews, travel or demonstrations.

#### **3.1.7 Response to be Retained by the Government**

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

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

This RFSQ process will not result in any commitment by the Government to purchase any goods or services from any respondent, and the Government is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. The Government makes no guarantee of the value or volume of the Deliverables that may be required over the



term of the Master Framework Agreement. Neither the Master Framework Agreement, nor any agreement entered into pursuant to an invitational second-stage competitive process, will be an exclusive contract for the provision of the 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 proponent 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 RFSQ**

### **3.2.1 Respondents to Review RFSQ**

Respondents should promptly examine all of the documents comprising this RFSQ, and may direct questions or seek additional information in writing by email to the RFSQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFSQ Contact. The Government is under no obligation to provide additional information, and the Government will not be responsible for any information provided by or obtained from any source other than the RFSQ Contact. It is the responsibility of the respondent to seek clarification from the RFSQ Contact on any matter it considers to be unclear. The Government will not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

### **3.2.2 All New Information to Respondents by Way of Addenda**

This RFSQ 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 RFSQ, such information will be communicated to all respondents by addendum. All Addenda (if any) will be published online at <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix A), 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 responses, 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 response. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the

RFSQ Particulars (Appendix C). 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 RFSQ process. All requests must be in writing to the RFSQ 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 RFSQ process, it should provide written notice to the RFSQ 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 RFSQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSQ 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 response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ 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 or terminate any contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFSQ.

### **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 A).

### **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 RFSQ or selection of respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

### **3.4.6 No Lobbying**

Respondents shall not in relation to this RFSQ 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 responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

### **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 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 a 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 RFSQ either before or after the issuance of this RFSQ

- (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 RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the respondents 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 response 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 responses will, as necessary, be disclosed on a confidential basis, to the Government's advisers retained to advise or assist with the RFSQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ Contact.

## **3.6 Procurement Process Non-Binding**

### **3.6.1 No Process Contract**

This RFSQ is a request for responses only and participation in this RFSQ 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 RFSQ 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 RFSQ, and by submitting a response 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 response with the lowest price might not be awarded a contract.

### **3.6.2 No Legal Relationship or Obligation**

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFSQ process.

### **3.6.3 Cancellation**

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

- 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
- 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**

The Terms and Conditions of RFSQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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 – SUBMISSION FORM

### 1. Respondent Information

Please fill out the following form, naming one person to be the contact for this RFSQ response 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:	
Postal Code:	
Phone Number:	
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 this RFSQ process will be governed by the terms and conditions of the RFSQ 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 pursuant to a subsequent invitational second-stage procurement process.

### 3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ 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 RFSQ for the rates set out in its response.

### 4. 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 responses based on the addenda. The respondent confirms it has read, received and complied with these addenda. Respondents who fail to complete this section will be deemed to have received all posted addenda.

### 5. No Prohibited Conduct

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

### 6. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFSQ. 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 response; **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 response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

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 response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

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:

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### 7. 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 B – 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 responses, or, if there is no table below, by completing the attached form and including it in their responses.
- (b) Pricing shall be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the respondent shall be all-inclusive and shall 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) (non-construction – 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.

### 3. Required Pricing Information

See Annex A - Pricing Form

## APPENDIX C – RFSQ PARTICULARS

### A. THE DELIVERABLES

#### Cellular Mobile Service Plans

##### Cellular/Mobile Service Plan

The service provider will provide the voice cellular/mobile services based on rate plans that include the specific services set out in the attached Voice and Cellular Service Plans.

Separately billable components for monthly access, number of minutes of local air time, local calling, long-distance calling, and roaming should be included in each monthly statement.

Include any other offers that will be advantageous for the users of the plan.

##### Voice & Text Messaging

A monthly plan per device for minutes/text messaging(SMS):

- Unlimited local voice minutes and text messaging
- up to 100 International SMS
- Pooled minutes with other devices within the plan
- Unlimited calls between devices in the plan
- Voicemail system
- Ability to retain the existing cellular phone numbers
- Authorised roaming only at lowest rate with no roaming pass requirement

Cellular services included in plans or available at additional fees:

- Fee for voice cellular minutes when the user exceeds the monthly plan minutes. Preferably with notification, if possible.
- Fee for text messages when the user exceeds the monthly plan message count.
- Activation and system access fees.

##### Schedule 2 – Data Services

A monthly plan per device for effective e mail; internet and other network services:

- Minimum 7 GB Data with throttle back to no less than 2.56 KB
- Free access to Government of Bermuda sites and officially nominated sites such as evidence.com

Cellular services included in plans or available at additional fees:

- Mobile Hotspot.
- Notification that a user has reached their limit for monthly usage, or that they will be charged for extra.
- Roaming fee for data services, however travel megabytes should be available.
- Activation, system access.

Data only pricing for modem and tablet devices.

### **Cellular User Equipment**

The Framework is for service only, however please provide a list of the mobile phone, smartphones that can operate within the proposed plans including a selection of available rugged models of phones and devices. An option has been provided to provide costing separately for devices only.

See Annex B - Service Plans

## **B. MATERIAL DISCLOSURES**

The material disclosures that apply to this RFSQ, if any, are set out below.

### **Cellular Mobile Service Plans**

Each department will call out from the Framework Agreement which sets out the terms such as price, quality and quantity under which individual contracts (call offs) could be awarded during the proposed 24 month term. The Framework will be concerned with service only and will not include devices.

More work is needed on this part

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix A)**

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

### **2. Pricing (Appendix B)**

Each response must include pricing information that complies with the instructions contained in Pricing (Appendix B).

### **3. Other Mandatory Submission Requirements**

#### **1. Certificate of Declaration of Non Collusion**

Each Proposal must include a signed copy of the Certificate of Confirmation of Non-Collusion form (Appendix E)

#### **2. Social, Economic, and Environmental (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 C - Social, Economic and Environmental (Local Benefits)

### **3. Corporate Status**

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

### **4. Technical Proposal**

#### Proposal Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments or dividers). Information in excess of those allowed will not be evaluated/scored.

One page shall be interpreted as one side of single-lined, typed, 8 1/2 X 11, piece of paper.

#### 1. Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of a contact person, and date.

#### 2. Table of Contents

Clearly identify the materials by section and page number.

#### 3 Letter of Transmittal (Limited to two (2) pages).

3.1 Briefly state an overview of your firm and the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified. State your approach to the project with a timeline and deliverable.

3.2 Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

3.3 The letter must be signed by a corporate officer or other individuals who have the authority to bind the firm.

#### 4 Experience, Reputation, and Resources

4.1 Detail the firm's experience in the same or similar areas of expertise, stability, and adaptability to providing the required services, hours of operations.

4.2 Provide at least three (3) examples of projects completed that are similar in size and nature. These projects must have been completed by current members of your staff. Include a point of contact, telephone number, and a brief description of the services provided.

#### 5 Primary Account Representative's

Provide detailed information on the qualifications and experience of the Primary Account Representatives as it relates to the required services. Provide details of each representative's background, education, experience and an average number of accounts of the representative are to be assigned to the account.

#### 6 Key Project Staff

Identify key project staff expected to provide services on behalf of the firm. Resumes should be included for each of the individuals referenced. The Government prefers the project will be completed in its entirety by your in house team and subcontractors will not be used.

#### 7 Available Resources

Provide information on resources available to your firm which indicates that you have access to the services necessary to perform the work.

#### 8 Proponent Location

Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract. (Vendors residing and delivering primary services within Bermuda will be eligible for local benefit points).

#### 9. Project Methodology and Approach

Provide detailed information on the firm's methodology in meeting the statement of requirements identified in Appendix D. Describe the overall approach to include any special considerations which may be unique to Government and Bermuda's environment.

#### 10. Service Plans.

10.1 Provide details on the features included with your basic service plan offerings. All service plans should minimally include nationwide coverage and common rate plans, caller ID, Call waiting, call forwarding and voice mail.

10.2 Provide details of optional features to the basic service plan offerings.

10.3 Provide details on roaming plans offerings

10.4 Provide "flex data" plans for overages.

10.5 Ability to pool data across all devices and types (IOS, Android) including data-capable phones, tablets, and broadband cards, Provide details

10.6 Provide Yes/No responses to the following:

a) The proponent will make available new plans to the Government as they are agreed upon with other Public Sectors in Bermuda.

b) Proponent, on a quarterly basis, provide details of new plans that can be made available to the Government for consideration.

c) The Government shall be able to change the service plan assigned to any cell number at no charge or extension of the current term.

d) Changes to the service plan assignment will be effective within 24 hours and appear on the next billing cycle.

e) Ability to temporarily suspend service on billing on a cellular number for up to 120 days, without cost to the Government.

f) Ability to re-assign a cellular number to another individual and/or location without Cost to the Government.

10.7 Describe the ability to provide a no-charge spare phone/smartphone pool.

10.8 Provide details to replace and/or upgrade devices at no cost during the term of the contract.

10.9 Provide any details and costs for early termination of the contract.

10.10 Provide the process to review or renegotiate the discount and/or product and services pricing during the term as the number of subscribers increases or on another defined Describe such circumstances.

10.11 Provide information on any other services that your service plan includes.

## 11. Hardware

11.1 Attach to the proposal, a list of the available hardware that your company supports. Attached website links for each of the commercial-grade cellular mobile handset proposed.

11.2 Describe the process for buying back devices that are no longer utilized by the Government.

11.3 State the warranty period for products, including phones, and accessories, and provide information regarding supplier's warranty policies and processes, including replacement response time and process for the return of failed devices.

11.4 Insurance confirms the ability to ensure the pool of phones against damage, loss or theft. Propose hardware insurance based on (a) an individual subscriber based with insurance added within the first 30 days of activation and (b) on the Government's account level for consideration.

11.5 Provide Yes/No responses to the following:

- a) The proponent agrees to provide additional onsite training on new devices as needed.
- b) Provide quarterly device path and EOL updates.
- c) Proponent agrees to stock on-hand a mutually agreed upon a number of devices.

## 12 Support

12.1 Describe the process by which the Government Ministries and Departments access the proponent's help/support desk.

12.3 Describe the dedicated support team that will be responsible for the support to the Government for the length of the framework agreement.

12.3 Describe the escalation process of addressing unresolved issues (including a point person to work issues and take ownership of the problems

12.4 Describe the process and the amount of detail the proponent provides when there is an investigation and/or auditing of a user's device. Examples are; Misuse of device, overage and disputed charges.

12.5 For the following questions, proponent to provide samples of functionality.

- a) Proponent to provide a web-based portal that allows the government to effectively obtain detailed information on data usage, texting, long-distance, and roaming charges.
- b) Portal has the ability to view activity log data online.
- c) Portal has the ability to export activity log data electronically to the Government
- d) Includes file format and information that can be exported.
- e) Portal has management and usage reports
- f) Portal has the ability to provide email alerts to administrators indicating users are close (90%) to account limits
- g) The proponent will activate all upgrades and warranty replacement devices Over the Air (OTA) or provide equivalent service.

## 13 Invoicing

13.1. The proponent shall provide the monthly consolidated invoice (electronic) for all cellular numbers and supporting detail. Provide sample.

13.2 Describe the process for credits or service adjustments. State any credit or service adjustments excluded from the service plan.

13.3 The Government may not set the caller-id to the registered user for those positions that are in contact with the public, i.e. bylaw officers, it uses the position. For invoicing purposes, describe how the registered user could be shown on the invoice, but not on the caller id.

#### 14. Implementation Plan

Provide a detailed implementation plan for that describes:

14.1 The process to distribute/exchange hardware and accessories to staff.

14.2. The process for the recycling of current hardware and accessories.

14.3. Port existing phone numbers with a minimal impact on the business unit.

14.4 A timeline with respect to the distribution and porting of numbers.

14.5 The proposed team that will be responsible for the migration.

14.6. The appropriate resources, in terms of quantity and skills that will assist in the migration planning and technical conversion from the existing cellular service provider.

14.7. Any costs for carrier migration, Refer to Appendix A – Price Sheet

14. 8. It is expected that unsupported devices will be upgraded to current smartphone standards at no cost. If this is not the case, provide a solution and associated cost.

14.9. The resources required, prior to conversion, with regard to subscriber information and responsibilities.

14.10. Accounting support during the transition period.

### **D. MANDATORY TECHNICAL REQUIREMENTS**

#### **Coverage and Capacity**

Please describe island wide coverage and any plans for upgrades that could impact service. Please detail any conditions or restrictions in regard to international coverage provided.

#### **Billing Systems**

Please demonstrate the proposed streamlined billing service with required management reporting capability.

### **E. PRE-CONDITIONS OF AWARD**

#### **1. 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) 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).



## 2. 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.

## F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFSQ. 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.

All respondents meeting the Minimum Thresholds set out in the Rated Criteria table in Section F of the RFSQ Particulars (Appendix C) will be selected to enter into a Master Framework Agreement for inclusion on a pre-qualified supplier list for eligibility to participate in potential invitational second-stage competitive processes for the procurement of the Deliverables.

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Experience and Capacity	15	N/A
3	Proposed Solution	25	N/A
4	Social, Economic and Environment (Local Benefits)	30	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Experience and Capacity

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?
- Has the Proponent demonstrated that they have the availability and capacity to timely perform the deliverables described in the RFP for this project?

### 3. Proposed Solution

Consideration of the following questions and requirements will be given to each proponent's **work plan and approach (methodology)**.

- Does the proposal show an understanding of the project objective and results that are desired for the project?
- Do the proposed costs compare favorably with the Government's estimate of the cost involved?

The **work plan and timetable** should be consistent with the work schedule.

- the main activities of the project, their content, and duration;
- phasing and interrelations of the main activities; and
- milestones including interim approvals by the Government and dates for the delivery of the documentation.

The proposed work plan should be consistent with the technical approach and methodology, showing that the proponent has a clear understanding of the scope of work and ability to translate it into a feasible working plan.

**Proposal Exceptions:** Exceptions that a proponent may have to any of the requirements found in this RFP must be fully explained and outlined in the proponent's submitted response in a separate section under the heading "Proposal Exceptions".

**Assumptions:** Each proponent should list any assumptions made in formulating their response in a separate section under the heading "Assumptions".

### 4. Social, Economic and Environment (Local Benefits)

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 D – MASTER FRAMEWORK 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.

Selected respondents will be invited to enter into an agreement with the Government in the form of a “Master Framework Agreement”, which will govern the potential subsequent provision of the deliverables pursuant to invitational second-stage competitive processes. The term of the Master Framework Agreement is to be for a period of 24 months. The Master Framework Agreement will include a description of the invitational, second-stage procurement process by which the goods will actually be procured, as well as any second-stage service level agreements.

See Annex D - Sample Form of Agreement

# **APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

## **Notes for the respondents**

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

All respondent 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 respondents that submits false information in response to this Request for Supplier Qualifications (RFSQ) 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 tender 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 RFSQ Contact the amount or approximate amount of my/our proposed response (other than in confidence in order to obtain quotations necessary for the preparation of the response 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 \_\_\_\_\_