



**Ministry of National Security**

**Ministry of National Security Headquarters**

**Request for Proposals**  
**For**  
**Distributed Ledger Technologies Training Programme**

**Request for Proposals No.: RFP MNS HEAD 83 - 34**

**Issued: Wednesday, September 05, 2018**

**Submission Deadline: Friday, September 28, 2018 3:00 PM AST**

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# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

## **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for the implementation of a **Distributed Ledger Technologies Training Programme** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda seeks a vendor to develop and deliver Curricula for distributed ledger technologies, cybersecurity and other related disciplines. This solution will include all grade levels (Pre-K, primary school, middle school, high school, college/university, and continuing education/mature students) for the upcoming school year (2018/19). This proposal should include short term (i.e., stop gap training sessions, workshops and hackathons, etc.) and long term plans (full curricula that spans full semesters and years.),

The Government of Bermuda, through a joint initiative with the Ministry of National Security and the Ministry of Education and Workforce Development require a learning and development platform using a phased approach to implement the educational programme.

The certified programmes must be internationally recognized and assist the learner to be exposed to, learn and master skills for information technology with a specific focus on distributed ledger technologies, cybersecurity, and other related disciplines. Programmes should include practical applications of the disciplines mentioned above.

The Programme must prepare workers to achieve short and long-term goals that include occupational skills training, attainment of internationally recognized certifications, attainment of industry related diploma or a recognized equivalent, apprenticeship opportunities, paid and unpaid internships, post-secondary education, and/or unsubsidized employment. The Programmes must link academic and occupational learning.

## **1.2 RFP Contact**

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

Attention: Mr. Vernon Wears Jr.  
Policy & Project Coordinator  
Email: [vswears@gov.bm](mailto:vswears@gov.bm)

Proponents 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 RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

Proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to Attention: Mr. Vernon Wears Jr. at

Email: [vswears@gov.bm](mailto:vswears@gov.bm)

prior to the Submission Deadline noted in the RFP timetable below.

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

### 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the draft form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of 18 months, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 6 months.

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 RFP Timetable

Issue Date of RFP	Wednesday, September 05, 2018
No Pre-Bid / Site Meeting	N/A
Deadline for Questions	Friday, September 14, 2018 4:00 PM
Deadline for Issuing Addenda	Friday, September 21, 2018 4:00 PM
Submission Deadline	Friday, September 28, 2018 03:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Friday, October 05, 2018
Contract Negotiation Period	10 calendar days
Anticipated Execution of Agreement	Thursday, October 18, 2018

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

### 1.5 Submission of Proposals

#### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Ministry of National Security HQ,  
3rd Floor, Global House,  
43 Church Street, Hamilton HM 12, Bermuda

Attention: Mr. Vernon Wears Jr.  
Policy & Project Coordinator  
Email: [vswears@gov.bm](mailto:vswears@gov.bm)

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

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

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents shall submit at minimum 4 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Friday, September 28, 2018 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Government will conduct the evaluation of proposals and negotiations in the following stages:

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

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Government will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP 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 proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a proposal 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 proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

#### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal 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 Stage IV – Ranking and Contract Negotiations**

##### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the

Government. In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Government or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the draft form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

The Government intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Government invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Government may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Government elects to cancel the RFP process.

### **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

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

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

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

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

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

#### **3.1.4 References and Past Performance**

In the evaluation process, the Government may include information provided by the proponent's referees and may also consider the proponent's past performance or conduct on previous contracts with the Government or other institutions.

#### **3.1.5 Information in RFP 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 RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, travel or demonstrations.

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

The Government will not return the proposal or any accompanying documentation submitted by a proponent.



### **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 proponent. The agreement to be negotiated with the selected proponent 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 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 RFP**

### **3.2.1 Proponents to Review RFP**

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

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

This RFP 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 RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must 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 proposals, the Government may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Government may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once the agreement is executed by the Government and a proponent, the other proponents may be notified directly in writing of the outcome of the procurement process.

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Government's Procurement Protest procedures. The notice must provide detailed explanation of the proponent'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 RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

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

### **3.4.4 Prohibited Proponent Communications**

Proponents 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 Proponent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

Proponents shall not in relation to this RFP 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 proponent.

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents 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 proposals 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 RFP.

### **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**

Proponents 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 RFP either before or after the issuance of this RFP

- (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 RFP 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 proponent to the Government immediately upon the request of the Government.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal 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. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

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

#### **3.6.1 No Process Contract and No Claims**

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

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

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Government by this RFP process until the successful negotiation and 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 proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. 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 RFP 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**

These Terms and Conditions of the RFP 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 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 – FORM OF AGREEMENT**

The attached is our standard form of agreement, with the scope of work to be finalized and attached prior to signing.

See Annex A - Draft standard form of agreement

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Tax Payroll Number issued by the Government of Bermuda:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 bidding process), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the



Government and the proponent unless and until the Government and the proponent execute a written agreement for the Deliverables.

### **3. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### **4. Non-Binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### **5. Addenda**

The proponent 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 proponents to make any necessary amendments to their proposals based on the addenda. The proponent confirms it has read, received and complied with these addenda. Proponents who fail to complete this section will be deemed to have received all posted addenda.

### **6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

### **7. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. 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 proposal; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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### 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.

### 9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute a final version of the agreement, a draft of which is set out in Appendix A to this RFP in accordance with the terms of this RFP.

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Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## **APPENDIX C – PRICING**

### **1. Instructions on How to Provide Pricing**

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (a) Pricing must be provided in Bermuda funds. Any Bermuda based taxes should be itemized separately.
- (b) Pricing quoted by the proponent 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 25 points of the total score.

#### 1. Instructions on How to Provide Pricing

- 1. Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- 2. Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes except which should be itemized separately.
- 3. Pricing quoted by the proponent 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 25 points of the total score.

The Proponent may propose costs associated with performing the deliverables identified in required Pricing information worksheet. The proponent must submit a description of the proposed costs and explain the allocation by cost element.

#### Price Evaluation

Pricing will be scored based the formula below. Each proponent 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.

Price (include all cost) (non-construction – goods and services):5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive.

In addition to any rectification processes, or rights to verify, clarify and supplement,

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

### 3. Required Pricing Information

See Annex B – Financial Proposal Form

In addition to any rectification processes, or 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 Proponent 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 Proposal Form

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **A Curriculum for Pre-K/ Primary/ Middle school students**

##### **Statement of Work for the Distributed Ledger Technologies Training Programme**

In preparation for an increased demand for highly skilled workers for the Distributed Ledger Technologies industry. The Government of Bermuda, through a joint initiative with the Ministry of National Security and the Ministry of Education and Workforce Development require a learning and development platform using a phased approach to implement the educational programme.

The certified programmes must be internationally recognized and assist the learner to be exposed to, learn and master skills for information technology with a specific focus on distributed ledger technologies, cybersecurity, and other related disciplines. Programmes should include practical applications of the disciplines mentioned below.

Recognizing that workers enter this workforce system with varying academic levels, interests and needs, the Government solicits proposals that: 1) fit any or all the identified program models, and 2) encourages proponents to design program models that best match the target audiences of the distributed ledger technologies employers they plan to serve in Bermuda.

The successful proponent (s) will be required to develop and deliver curricula for distributed ledger technologies, cybersecurity and other related disciplines. This solution will include all grade levels (Pre-K, primary school, middle school, high school, college/university, and continuing education/mature students) for the upcoming school year (2018/19). Their proposal should include short term (i.e., stop gap training sessions, workshops and hackathons, etc.) and long term plans (full curricula that spans full semesters and years.)

Programme must prepare a workers to achieve short- and long-term goals that include occupational skills training, attainment of nationally recognized certifications, attainment of a high school diploma or a recognized equivalent, apprenticeship opportunities, paid and unpaid internships, post-secondary education, and/or unsubsidized employment. Programs must link academic and occupational learning and be delivered in English.

The Government reserves the right to award multiple contracts as a result of this process based on the various program elements identified in the pricing form. Proponents are required to bid on all features within any program element to be eligible for award of that element.

All items within each element and this solicitation have been grouped together for the purposes of obtaining these services collectively from a Single proponent due to such factors as delivery location, pricing advantage, compatibility, etc.

- Short-term plans (3 months - 3 years );
- Long- term plans (3 - 5 years); and
- Education programmes that are both fun and theory-based.

### **A Curriculum for High school students**

The plan and Curriculum will include the following:

- Short-term plans (3 months - 3 years );
- Long- term plans (3 - 5 years); and
- Education programmes that are both interactive and theory-based.

### **A Curriculum for college/ university students**

The plan and Curriculum include the following:

- Short-term plans (3 months - 2 years );
- Medium-term plans ( 2 - 4 years);
- Long- term plans (4 - 6 years);
- Suitable for individual and industry needs;
- Include internship opportunities; and
- Articulation agreements or partnerships with Bermuda College.

### **A Curriculum for Continuing Education and Mature Student**

The plan and Curriculum will include the following:

- Short-term plans (3 months - 1 years);
- Medium-term plans (1 - 3 years);
- Long- term plans (3 - 5 years);
- Industry recognized certifications;
- Suitable for individual and industry needs;
- Include detailed participation requirements;
- Include internship opportunities; and
- A core objective is guaranteed employment at successful completion of the programme.

### **Coordination of Internship opportunities**

Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:

1. Summer employment opportunities and other employment opportunities available throughout the school year;
2. Pre-apprenticeship programs;
3. Internships and job shadowing; and
4. On-job-training opportunities.

In jobs such as:

- IT Generalist;
- Digital Ledger Technologies Generalist;
- Cybersecurity;
- Regulatory Compliance; and
- other specialist areas as may be needed/ emerge.

### **Management of job placements**

Guaranteed Employment at the successful completion of the programme must be offered in specialist areas that include but are not limited to:

- IT Generalist;
- Digital Ledger Technologies Generalist;
- Cybersecurity;
- Regulatory Compliance; and
- other specialist areas as may be needed/ emerge.

Employment at the successful completion of the programme may be offered in other areas. Please specify a minimum of 2 recommendations.

### **A programme for ongoing training**

1. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific or occupational cluster;
2. Occupational skill training, which includes priority consideration for training programs that lead to industry recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved and as determined by the Workforce Development Board; and
3. Leadership development opportunities, including community service and peer-centred activities encouraging responsibility and other positive social and civic behaviours;

Programme will include the following:

- Short-term plans (3 months - 2 years );
- Medium-term plans ( 2 - 4 years);
- Long- term plans (4 - 6 years);
- Suitable for individual and industry needs; and
- Continuing objective of professional education credits.



## **B. MATERIAL DISCLOSURES**

N/A

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

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

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

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

#### **Certificate of Confirmation of Non - Collusion (Appendix E)**

Each proposal must include a Certificate of Confirmation of Non Collusion completed according to the instructions contained in the Appendix and form.

#### **References and Experience**

Each proposal must include the Reference Form completed according to the instructions contained in the form. The proponent must have 3 references from international jurisdictions and each programme must be a certified. The proponent must provide contact information for each referee.

See Annex C - Reference Form

#### **Certificate of Insurance**

The proponent must have Professional Liability insurance coverage (BMD \$1,000,000.)

#### **Financial Capacity**

The proponent must provide a current bank reference and an Audited Financial Statements which must be no older than two years.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Curricula/ Programme Certifications**

The proponent must provide evidence of international recognition of the programmes.

### **A Web-Based Solution**

The location of the servers must meet the approval of the Government. The proponent must have expertise in Digital Ledgers Technology, cybersecurity, IT education and training programmes. The proponent must also have at least two years of experience working with Government, private sector and school systems.

## E. PRE-CONDITIONS OF AWARD

### Financial Capacity

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.

### Technical Proposal

The technical proposal shall convey the proponent's methodology in a clear and concise manner for all deliverables. The main body of the submission shall be no more than twenty (20) pages (single sided, minimum 10 pt. font) or five (5) pages (double sided, minimum 10 pt. font) pages. Appendices, organizational charts, diagrams and personnel resumes are not to be considered in the number of pages.

Please caption each section as outline below and include the section headings.

- Technical Understanding and Technical Approach:
- Program Design Strategies:
- Program Population and Barriers:
- Program Elements:
- Work Plan and Timeline:

## F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

#	Category	Weighting (%)	Threshold
1	Pricing	25	N/A
2	Experience and Successful Track Record	40	N/A
3	Local Benefit	15	N/A
4	Internship, Apprenticeship & Trainee programmes	10	N/A
5	Senior School Programme	10	N/A
<b>Total Points</b>		100	

## 1. Pricing

See Appendix C - Pricing

## 2. Experience and Successful Track Record

Each proponent should provide the following in its proposal:

1. a brief description of the proponent;
2. as relevant to the Deliverables, list the main disciplines of the assignment, the key expert(s) responsible, and the tasks to be addressed by each team member and proposed technical and support staff. Also provide CVs for the key staff positions proposed for this project include any relevant licences and certification; and
3. the roles and responsibilities of any of your agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

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 proponent have the support capability required?
- Can the proponent lead, facilitate, and coordinate project planning and execution?

See Annex D - Local Benefits

## 3. Local Benefit

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

- Engagement of Bermudian employees (%) during the project ;
- Use of local businesses in the proponent's supply chain;
- Use of local sub-contractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting; and
- Environmental considerations and policy (each proponent to provide a copy).

In order to efficiently deliver proposed services, it is important to leverage resources. Bidders are encouraged to include in-kind resources that will be dedicated to this service contract. These in-kind resources must directly support the proposed program activities and must be documented with a Letter (s) of Commitment. Examples of in-kind resources include:

### In-Kind Resources

- Staff time from contractor and/or related subcontractors.
- Facilities expenses where the program services are performed.

- Participant expenses such as stipends, wages, incentives, travel, tuition, books, fees, tools or required work clothes, and other supportive services.
- Equipment used in providing services.
- Program based outreach and/or media support.

#### **4. Internship, Apprenticeship & Trainee programmes**

Proposals shall be evaluated on the following

- i. Availability of competent and qualified personnel and other resources to perform the Services;
- ii. Qualifications and past performance of assigned staff for similar assignments;
- iii. The proponent's Corporate Background and performance on similar projects;
- iv. Proposed quality management plan for the project; and
- v. Business integrity management system.

#### **5. Senior School Programme**

Priority will be given to programmes which launch the high school curricular component pilot in January 2019.

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

### Notes for the proponents

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

All proponents 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 proponent 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 proponent and/or any party involved in the matter.

Any proponent that submits false information in response to this Request for Proposals (RFP), 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 RFP pack, or supplementary information provided to all proponents.

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 RFP Contact the amount or approximate amount of my/our proposed proposal (other than in confidence in order to obtain quotations necessary for the preparation of the proposal 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 \_\_\_\_\_