



Ministry of Public Works
Department of Public Lands and Building

Request for Proposals
For
Government Solar Development Project

Request for Proposals No.: **SPVPP04**

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Submission Deadline: 07 October 2022

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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 **Government Solar Development Project**, as further described in Section A of the Request for Proposal (RFP) Particulars (Appendix D) (the “Deliverables”).

1.2 RFP Contact

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

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.

Prior to the Submission Deadline noted in the RFP timetable below, proponents that download this file and intent to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to Aran McKittrick at solarprocurement@gov.bm

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal 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 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 25 years, 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 5 years.

Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

1.4 RFP Timetable

1.4.1 Key Dates

1.	Issue Date of RFP	08 July 2022
2.	Deadline to Register for Pre-Bid Clarification Meeting	17 August 2022
3.	Pre-Bid Clarification Meeting	18 August 2022
4.	Publish Responses to Clarification Meeting & Q&A	09 September 2022
5.	Publish Bi-weekly Q&A Responses 2	16 September 2022
6.	Publish Bi-weekly Q&A Responses 3	30 September 2022
7.	Deadline to Request a Dropbox Folder/Register Interest in Proposing	05 October 2022
8.	Submission Deadline (1700 Local Bermuda Time / 1600 Eastern Standard Time)	07 October 2022

1.4.2 Post RFP Key Dates:

1.	Rectification Period	3 business days
2.	Identification of top (3) three proponents and Commencement of Concurrent Negotiations	25 November 2022
3.	Issue Request for Updated Best and Final Offer (BAFO) bids from top (3) three proponents	05 December 2022
4.	Anticipated Deadline for Submission of BAFO of top (3) three Proponents (1700 Local Bermuda Time)	24 February 2022
5.	Proponent Notification	01 May 2023
6.	Contract Negotiations Period	01 May – 05 June 2023
7.	Contract Signing	30 June 2023
8.	Procurement	03 July 2023
9.	Mobilization and Construction	25 September – 25 March 2024

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 mean all days that the Government is open for business.

1.4.3 Site Visit / Pre-Bid Meeting

The Government will conduct a Pre-bid Clarification Meeting on 18 August 2022 with an exact time TBD to answer any questions potential Proponents may have. Interested parties are required to register via email to solarprocurement@gov.bm.

1.5 Submission of Proposals

1.5.1 Proposals to Submission Instructions

All Proponents must register interest in attending the pre-bid clarification and proposal submission to Aran McKittrick at solarprocurement@gov.bm by the respective dates indicated above.

Proposals must be received in the unique Dropbox Folder assigned to all registered Proponents no later than the date and time indicated within the RFP Submission Deadline specified in the RFP Timetable or published addenda.

Late, faxed, mailed, hand delivered, or unsigned proposals will be rejected unless otherwise specified. The Government is not liable for any cost incurred by proposers in replying to this RFP.

The file name shall include the RFP# and name of business submitting proposal. Example of how to name the files:

SPVPP04 - [Proponent Name](#) – Annex A - Pricing Form

SPVPP04 - [Proponent Name](#) – Annex F - Company Profile and Project Team

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location/means 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 one (1) electronic copy (e-copy) in Microsoft Word, Microsoft Excel or Adobe PDF format.

The proposal shall be signed in indelible ink by a person duly authorized to sign on behalf of the proponent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the *Electronic Transactions Act* 1999. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment with the RFP title and number, and the full legal name and 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 the 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 under Initial Evaluation Criteria 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 the price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Concurrent Negotiations and Best and Final Offer (BAFO)

2.5.1 Initial 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 initially ranked based on their total scores.

2.5.2 Concurrent Negotiations and BAFO Process

The Government intends to invite the top three (3) ranked proponents to enter into concurrent negotiations. During these concurrent negotiations, the Government will provide each proponent with any additional information and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to the Government.

2.5.3 Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be evaluated against the rated criteria set out under Final Evaluation Criteria in Section F of the RFP Particulars (Appendix D) and will be assigned a final ranking using the same process set out above. The top-ranked proponent, based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of 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.

2.6 Stage V – Contract Negotiations

2.6.1 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 Form of Agreement (Appendix A) intended to provide the proponent advance notice of some of the key contractual provisions including indemnities, limitation of liabilities, service requirements, etc. that would be contained in the form of contract and 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.

2.6.2 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.

2.6.3 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.

2.6.4 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-notice>. 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. This 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 Complaints and Disputes 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

The proponent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the proponent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this proposal, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The proponent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the proponent represents, warrants, and covenants that it has not and will not take any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The proponent acknowledges and agrees that in the event that the Government believes, in good faith, that the proponent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the proponent.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a proponent 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 proponent 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) 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.
- (b) 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.
- (c) The Proponent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* (“PIPA”) related to any information in the proponent’s custody, care or control.

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 proponent 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 terms and conditions found in the Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government (the Lessee) and the selected proponent (the lessor).

1. Environmental Attributes and Environmental Incentives.

Lessee is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Environmental Attributes, or Environmental Incentives of which shall be retained by Lessee. Lessor shall cooperate with Lessee in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, and Environmental Incentives.

2. Lessor's Obligations.

2.1 Lessor's obligations under this Agreement include:

- a. Lessor shall construct and install the System at the sites identified in (Annex B - Site Locations (Facility));
- b. Lessor shall complete a physical inspection of each Facility and the property including real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- c. Provide Lessee with an approval of the Project by Lessor's Financing Parties;
- d. Confirmation that Lessee will obtain all applicable Environmental Incentives and Credits;
- e. Execution of all necessary zoning, land use and building permits; and
- f. Execution of all necessary agreements with the Utility for interconnection of the System to Facility's electrical system and/or the Utility's electric distribution system;
- g. The Lessor shall provide competent supervision of its personnel employed on the job Site, use of equipment, and quality of workmanship;
- h. Lessor will operate and perform all routine and emergency repairs to, and maintenance of, the System, including repair and component replacement not covered by the manufacturers of the components of the Systems and controls necessary to ensure performance levels for the System, at its sole cost and expense, except that Lessee shall reimburse Lessor for the cost of any repairs or maintenance resulting from Lessee's negligence, willful misconduct or breach of this Agreement;
- i. Lessor shall provide Lessee with reasonable notice prior to accessing the Facility to make standard repairs;
- j. Lessor shall perform, at its own cost and expense and without reimbursement from Lessee, any work necessary to correct errors or omissions which are caused by the Lessor's failure to comply with the standard of care required herein;
- k. These provisions do not reduce any of Lessor's obligations under the Maintenance Service Agreement or the Performance Guarantee;
- l. Breakdown Notice. Lessor shall notify Lessee within twenty-four (24) hours following Lessor's discovery of any material malfunction in the operation of the System. Lessee and Lessor shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Lessor's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays;
- m. Lessor, with Lessee's cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system;
- n. Lessor shall execute a Performance Bond for the amounts, coverages and period outlined below.
- o. The Lessor and Sub-Contractors shall keep confidential all the information provided by the Lessor at all times.

2.2 Use of Contractors and Subcontractors

Lessor shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Lessor shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. A list of pre-approved contractors and subcontractors to be used for construction and maintenance of the System is required. All contractors and subcontractors to be used for the construction and maintenance of the System shall be subject to Lessee's prior written consent, not to be unreasonably withheld.

2.3 Quiet Enjoyment

Lessor will not disturb Lessee's quiet enjoyment of the System during the Term unless a Default Event has occurred and is continuing under this Agreement; provided, however, that Lessor shall have the right to access the System to perform Lessor's obligations under this Agreement.

2.4 Performance Bond

The Lessor shall not commence the Project until it has provided to the Government, in a form acceptable to us, a Performance Bond, in an amount equivalent to one hundred percent (100%) of the Fee issued by a surety licensed to issue bonds in Bermuda. Any performance bond issued for a site or system shall cease no less than one (1) year from the completion of construction. All warranties or guarantees provided under the terms of this Agreement that extends beyond the one-year term of the applicable performance bond shall continue to be guaranteed solely by Lessor under the terms of this Agreement.

2.5 System and Facility Damage

If the System is damaged or destroyed other than by Lessee's negligence or willful misconduct, Lessor shall promptly repair and restore the System to its pre-existing condition.

2.6 Insurance Coverage

The Lessor shall furnish the Lessee with valid certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. At all times during the Term, Lessor and Lessee shall maintain the following insurance:

Insurance Coverage	Minimum Coverage Amount
Property Insurance	Replacement cost of the System
Professional Liability	at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate
Comprehensive automobile liability insurance	at least \$1,000,000 per occurrence
Commercial General Liability	at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate
Technology Errors and Omissions for damages arising from computer-related service for the System, including the following: Consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support service, and the use of any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold	\$2,000,000
Workers Compensation Insurance	\$1,000,000
Excess or Umbrella Liability	\$5,000,000 occurrence and \$5,000,000 in the aggregate

3. Lessee's Obligations.

- a. Pay Lessor according to the agreed upon lease rate;
- b. Lessee shall cooperate with Lessor's reasonable requests to assist Lessor in obtaining such agreements, permits and approvals;
- c. Lessee shall notify Lessor immediately upon the discovery of an emergency condition affecting the System;
- d. Lessee and Lessor shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Lessor's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays;

4. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted herein), Lessor shall be the legal and beneficial owner of the System, and the System shall remain the personal property of Lessor and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Lessee covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises.
- b. **Option to Purchase.** At the end of each Contract Year and at the end of the Initial Term and each Additional Term, Lessee may purchase the System from Lessor on any such date for a purchase. Lessee must provide a notification to Lessor of its intent to purchase at least ninety (90) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. The Lessor shall assign to Lessee any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

5. Grant of Easement.

Lessee hereby grants and conveys unto Lessor, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Lessor may from time to time require. Lessee also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Lessor's performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement.

6. Project Requirements.

a. Design and Specifications of the System

Design service shall be performed by the Lessor. The Lessor may use Representatives to provide the Service. The professional obligations of such Representatives shall be undertaken and performed in the interest of the Lessor. Any installation service shall be performed by qualified Representatives selected and paid by the Lessor. Nothing contained herein shall create any contractual relationship between any Representative and the Lessee.

If Lessor is not licensed as an architect or engineer suitably qualified in Bermuda and is not authorized by law to perform design service, the Lessor will provide a Representative and will furnish and warrant the Service provided. Prior to designating a Representative to perform any

of the Service, the Lessor shall submit the name, together with a resume of the Representative which shall include, training and experience in the work of like character and magnitude to the Service being contemplated, to the Lessee, and receive prior approval to use the Representative, in writing.

The Lessor shall submit to the Lessee a preliminary Project Plan for the design and installation of the System and a proposed schedule for completion of the Project. In preparation for the development of the System, the Lessor shall lead a design development review which shall resolve outstanding issues with the preliminary design and shall fix all design elements of the Project for final review by the Lessee's Project manager.

The Lessor shall be responsible for ensuring the completeness and accuracy of the detailed design and shall not be entitled to additional payment for any matter or fact relating to the requirement that could reasonably have been verified before entering into the Agreement or during the detailed design stage.

b. Inspection and Approval of Service.

The Lessee shall at all times retain the right to inspect the progress of any part of the Project, System or a Service provided and Lessor consent to visits to Lessor premises in order to inspect the Documents, System or a Service and the Lessee shall have the right to review, require correction or additional follow up, if necessary, and accept or reject any part of the System, Service and any Documents submitted by Lessor or the Lessor's Representative. Any change shall be implemented within a reasonable time, as determined by the Lessee in consultation with Lessor.

Lessor failure to proceed with reasonable promptness to make necessary corrections shall be a default. If Lessor corrected performance or written work product remains unacceptable, the Lessee may terminate this Agreement, reduce the Price and/or reject the hours submitted in connection with such work to reflect the reduced value of Service received.

7. Indemnity and Limitation of Liability.

- a. **Indemnity.** Lessor shall fully indemnify, hold harmless and defend Lessee and its respective Public Officers, Ministers, agents and sub-contractors, (collectively, for the purpose of this section "**Indemnified Party**") from and against any Loss arising from or incurred by reason of any of Lessor's use of Intellectual Property rights or by the use or possession of any part of the Deliverables provided by Lessor or licensed by Lessor under this Agreement subject to Lessee:
- I. notifying Lessor in accordance with the notice provisions in this Agreement of any alleged infringement; and
 - II. allowing Lessor, at Lessor's Expense to conduct negotiations for settlement or litigation including defending the Claim, provided that if Lessor shall fail to take over the conduct of negotiations or litigation then the Lessee may do so at Lessor's Expense, in which case Lessor shall indemnify Lessee against all Expense.
 - III. Lessor shall indemnify Lessee against all Loss whatsoever, during the period that the Lessee are deprived of the use of the System, Service or Deliverables or portion thereof.
 - IV. Lessor shall defend, indemnify, hold and keep Lessee harmless from all Loss hereunder; provided that the Lessee provide Lessor with: (a) prompt notice of such Loss; (b) sole control over the defense and/or settlement of any Claims (provided that any settlement requiring any act or omission by Lessee shall be subject to our consent, not to be unreasonably withheld or delayed); and (c) all assistance reasonably required (at Lessor's expense) for the defense of such Loss.
- b. **Limitation of Liability.** Without limiting the provisions of this Section, each party's maximum aggregate liability, for all Claims or Loss in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fees paid to Lessor under this

Agreement for the six (6) months immediately preceding the date the on which the latest Claim(s) or Loss first arose.

- a) Nothing in this Agreement shall exclude or limit any liability for wrongful use of Confidential Information, misrepresentation, fraud, willful misconduct or any liability which cannot be lawfully limited or excluded and Lessor shall accordingly maintain in full force and effect during the Term, the Insurance Policies.
- b) All Claims against Lessee must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the Claim arises, whichever is earlier, without judicial extension of time, or said Claim is barred, time being of the essence.

8. Governing law.

This Agreement is subject to Bermuda law and the Parties submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement.

9. Dispute Resolution.

- a. Where the Parties are unable to resolve a dispute in accordance with this Agreement the Parties, upon agreement, may submit such dispute for resolution by arbitration. The tribunal shall consist of a sole arbitrator appointed by agreement between the parties or failing such agreement by the Appointments Committee of the Chartered Institute of Arbitrators, Bermuda Branch. The procedure to be followed shall be that as laid down in the *Bermuda International Conciliation and Arbitration Act 1993* and the UNCITRAL Arbitration Rules presently in force. The place of arbitration shall be Bermuda and Bermuda law shall apply. The language of the arbitration shall be English.
- b. The decision and award of the arbitrator shall be delivered within three (3) months of his or her appointment, unless otherwise agreed between the parties, and shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. Nothing in this section prevents or in any way restricts either party from seeking specific performance, injunctive relief or any other form of equitable remedy. The parties shall continue to perform their respective obligations during the dispute resolution process set out in this section, unless and until this Agreement is terminated in accordance with its terms.
- c. The costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the parties and each party shall bear its own costs and attorneys' and witness' fees incurred in connection with the arbitration unless the arbitrator determines that it is equitable to allocate such costs and fees differently and so orders in rendering judgment.
- d. In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages.
- e. The arbitration proceedings and the decision shall not be made public without the joint consent of the parties and each party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other party, except as otherwise required by applicable law or statutes.

10. Miscellaneous Provisions.

- a. **Non-Dedication of Facilities.** Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement.
- b. **Non-Solicitation**
During the Term and for a period of twelve (12) months after expiration or termination of this Agreement, Lessor shall not solicit (whether directly or indirectly) any employee or consultant of

the Lessee who was involved in the delivery of the System, unless otherwise agreed to, in writing, by us.

c. **Representations and Warranties.**

The Lessor represents and warrants to the Lessee, and the Lessee relies on such representations and warrants, that (a) the Lessor is a corporation duly organised in Bermuda, validly existing and in good standing under the Acts of the Bermuda, and has the requisite legal power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance by the Lessor of this Agreement has been duly authorised by all requisite action of the Lessor and there is no provision requiring further consent for such action by any other person or entity; (c) the Lessor has not been deemed to be in contravention of any Acts; and (d) this Agreement constitutes the legal, valid and binding obligation of the Lessor, and enforceable against the Lessor in accordance with its terms.

If Lessor is not licensed as an architect or engineer suitably qualified in Bermuda and is not authorized by law to perform the Services, the Supplier will provide a Representative and will furnish and warrant the Service provided. The Representative must possess the requisite training and experience in the work of like character and magnitude to the Service being contemplated, to the Lessee, and receive prior approval to use the Representative, in writing.

END OF APPENDIX A

APPENDIX B – SUBMISSION FORM

1. Proponent Information

<p>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.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p>Declaration of Interest: The proponent shall provide details of its ownership and/or managerial structure upon request from the Government. The proponent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of the Goods and Services. Such statement shall be provided at least annually or if there is any change in the interest of the proponent.</p>	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Street Address:	
City, Province/State, Parish:	
Country:	
Postal Code:	
Phone Number with Area Code:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Payroll Tax Number issued by the Government of Bermuda:	
Proponent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
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:

8. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 ("Act"). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

END OF APPENDIX B

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having its registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name:

Date:

Secretary/Director

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.
- (b) Pricing must be provided in Bermuda dollars, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) 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 30% of the total score.

Pricing will be scored based on the ranking described below. Each respondent will receive points of the total possible points allocated to price for the particular category it has bid on.

2.1 The Proponent must provide a detailed budget that supports the total project cost. The budget should contain cost information and a proposed payment schedule by deliverable. The contract to be awarded will be for the value of the total payments over the lease period with monthly payments. All payments will be based on the completion of individual activities with Government acceptance of project deliverables.

2.2 Price shall include all costs (total payments made by the Lessee) for goods and services:

- 5 = lowest bid
- 4 = next lowest, etc.
- 0 = most expensive

2.3 The respondent is in a stable financial position

Following financial checks submitted in Annex L: Financial Data, 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.

2.4 The respondent has no outstanding Government debt

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

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

In addition to any 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 proposal 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 A - Pricing Form

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

This RFP is an invitation to submit offers for the provision of leased equipment for rooftop solar PV across approximately (30) thirty Government owned buildings across Bermuda for a least term of no less than (25) twenty-five years from the commissioning date.

Work under this required under this RFP shall include the design, supply of materials, permitting, installation, commissioning, testing, monitoring and leasing in perfect running conditions of Rooftop Mounting Solar Power System of approximately 7MW (the Project) for the Government of Bermuda in the most effective and efficient manner in accordance with the entire requirements of contractual agreement.

The Rooftop Mounting Solar Power System (SPS) installations comprise, but are not limited to the followings items:

- Solar PV modules/arrays consisting of required number of crystalline PV cells
- Power conditioning units
- Inverter, charger controller, control panel and junction boxes
- Distribution boxes and switches
- Roof top mounting structures
- Interconnect cables, MC4 connectors
- IR/UV protected cabling, conduits and fittings
- Grounding, earthing and lightning protection systems
- Complete installations
- Long-term lease

SPS system should be designed with necessary features. components and parts used in the SPS power plants and should conform to the international specifications and [Solar Under Storm Part II: Select Best Practices for Resilient Roof-Mount PV Systems with Hurricane Exposure](#) wherever such specifications are applicable. Electrical works and solar system installations shall be executed in a first-class work-manlike manner in accordance with these specifications, the drawings and notes indicated therein.

1. Location of Work and Service Level Expectation

- Location Specific Information: Work under this RFP shall be conducted across approximately (30) thirty Government owned buildings across Bermuda. See Annex B - Site Locations
- Basic Service Level Agreement: The SPS shall include all the equipment, accessories and other materials not enumerated in these specifications but found necessary for the completion and perfect functioning of the installations of roof top mounting solar power system for successful execution and completion of the project.

2. Hours of Work

Scheduling of deliveries and/or installation shall be coordinated by the successful Proponent in co-operation with the ordering entity. The regular hours of work for the proposed services are from 0800 AST and 1400 AST daily, Monday through Friday, weekends and statutory holidays excluded. Additional or specific hours of work may be negotiated between the parties where necessary but must be mutually agreed upon in advance and not unnecessarily disrupt or inconvenience Government department.

3. Product Information

All products and/or services specified by Proponents must comply with all Government Master Specification as provided in Annex C. All products specified by Proponents shall be readily available, regularly manufactured and not subject to imminent discontinuation. Proponents shall provide and submit all information, documentation, and pricing required and stated below to be considered for a contract award to include:

- a) Proponents shall propose on all items specified and provide, in writing for each item, all required information/specifications to include, but not limited to:
 - 1. Complete Item Description and Salient Features
 - 2. Product Diagrams/Cut Sheets/Literature and Photos
 - 3. Product manufacture and/or delivery lead times
 - 4. Testing Certifications
 - 5. Country of manufacture/origin
 - 6. Product Warranty Information and Warranty Claim Process and Procedures
- b) Proponents must propose products that are readily available in the market, manufactured on a consistent basis, and not knowingly subject to imminent discontinuation during the initial contract term.

4. Delivery, Installation, Local Benefits

Proponents shall propose Delivery and Installation services for all Government locations required/listed (See Annex B – Site Locations) and in accordance with the Government's Master Specifications provided at Annex C.

4.1 Deliveries. All deliveries and installations shall be pre-arranged and coordinated with the Government representative requiring the services. All materials shall be delivered to the installation site properly protected/wrapped and in accordance with the Master Specifications (Annex C) and any additional provisions provided in this RFP.

4.2 Local Content. The Bidder should provide a comprehensive description of the employment practices of its business and how it plans to comply with applicable laws pertaining employment. The Government prefers the use of local labor, goods and/or services sourced, in whole or in part, from one or more Bermudian businesses. The bidder should identify these Bermuda resources in Annex M: Local Benefits by providing a detailed summary of the local labor that will be used for engineering, management, procurement, shipping / logistics, equipment rental, construction, operations and maintenance activities.

4.3 Proposal selection will take this percentage into consideration as a key evaluation criterion when short listing and for final bidder selection. While a minimum percentage requirement of onsite man-hours from local labor force has not been established, the Government considers around 45% as optimal.

4.4 Preference may be given to Proponents with established socially responsible practices and programs for example:

- a) Sponsorship of the Government Solar Photovoltaic or PV Certification Training Programme
- b) Programs designed to provide employment for Bermudian or individuals with barriers to employment.

5. Pricing/Fees/Payment

5.1 Proponents shall propose and submit pricing for all products and services listed as provided for in Annex A: Pricing Form, Rate Bid Form/Pricing Sheets to include:

- a. The firm, fixed pricing for all items, exclusive of taxes, FOB Destination
- b. Installation Fees (Including any delivery costs)

5.2 Currency. Proponents must quote on ***all items and/or services*** stated on the pricing forms in order to be considered for evaluation and/or award. All unit prices submitted shall be firm for the duration of the initial contract term and stated in Bermuda dollars.

5.3 Payment Terms. The Proponent shall include the payment terms proposed and any prompt payment term incentives offered. Proponents shall indicate these payment terms on Annex A (Pricing Form) as indicated. Please note that Government's standard payment terms are Net 30 Days. Any other payment terms proposed by the Proponent shall require prior approval by Government.

5.4 Payment Methods. Government has implemented direct deposit payment (EFT) that requires all Lessors/service providers to set up direct deposits as the method of receiving payments from the Government.

5.5 Additional Discounts. Government reserves the right to request additional discount pricing for a single event and/or large volume requirements. Any additional discounts for large volume requirements shall be negotiated at the time of order.

6. Invoicing

The successful Proponent(s) shall submit a monthly invoice to the correct invoicing address to be outlined in the Agreement/Contract. All equipment shall be delivered and in service in accordance with the terms of the Agreement/Contract (equipment lease).

7. Acceptance and Inspection

All materials/products and/or services provided must be guaranteed to be free from defects in workmanship and material. Only new materials/products are to be utilized and/or installed. No seconds or substandard materials will be accepted.

- (a) Acceptance of services provided by the successful Proponent will be determined through evaluation of the following areas:
 - i. Compliance with the requirements as identified in the RFP documents to include but not limited to the Master Specifications found in Annex C and
 - ii. The terms and conditions of the resulting Agreement/Contract.
- (b) The successful Proponent shall be required to maintain an inspection system acceptable to the Government covering the services provided, including monthly solar PV system production reports. Complete records of all inspection work performed shall be maintained and made available to Government during any contract period resulting from this RFP, and for as long afterward as required by the resulting contract.
- (c) The government shall inspect and/or test all services called for by the contract to the extent practicable at all times and places during the term of the contract. All inspections and/or testing shall be completed within a pre-arranged schedule established between the successful Proponent and Government. The successful Proponent shall at no additional cost, provide reasonable assistance to the Government to complete any inspections or testing required.

- (d) In the event that Government has determined that the products and/or services provided do not conform to the Master Specifications and/or contract requirements, Government may require the successful proponent to perform the services again in conformity with contract requirements.
- (e) When the defects in products/services cannot be corrected by re-performance, Government may:
 - i. Require the successful Proponent to take necessary action to ensure that future performance conforms to contract requirements; and
 - ii. Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the successful Proponent fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, Government may:
 - i. By Agreement or otherwise, perform the services and charge to the successful Proponent any cost incurred by Government that is directly related to the performance of such service.
 - ii. Terminate the Agreement for default.

8. Reporting

The successful Proponent shall be required to provide monthly progress report(s) for the Project during construction and monthly solar PV production reports after each PV system is installed, commissioned and operating over the life of the awarded agreement. All Proponents shall provide a sample report as part of their proposal in accordance with the requirements as further defined in Section Customer Service/Reporting.

9. Account/Customer Service

The successful Proponent shall be required to designate a point of contact or contacts to provide account and customer service support for the Government account. All Proponents shall submit a Customer Service Plan as part of their proposal.

10. Product Specifications/Scope of Work

For the scope of work, please refer to the Annex H - Scope of Work and Logistics attached for additional information.

11. Products and/or Services.

Proponents shall submit proposals for all products, materials and/or services listed Annex C - Government's Master Specifications.

All products offered by Proponents shall be suitable for use and shall comply with the specifications as provided in Annex C - Government's Master Specifications.

All products/materials provided must be guaranteed to be free from defects in workmanship and material. Only new materials are to be utilized and/or installed. No seconds or substandard materials will be accepted.

NOTE: Pricing shall include all costs associated with the installation to include ancillary materials and equipment.

12. Specification Changes.

Requirements, specifications, and products may change throughout the term(s) of the Agreement/Contract, however any changes to specifications, products offered, installation requirements and/or pricing shall be mutually agreed upon, shall require formal modification to the agreement, and shall be executed in accordance with Government Terms and Conditions (provided at Appendix A).

13. Supply

13.1 The supply of products and/or services shall, as directed by the ordering entities be:

- a) in accordance with all Master Specification/Scope of Work provided,
- b) Offered at the prices proposed and accepted in this Request for Proposal
- c) Supplied in the types and quantities ordered
- d) Installed to the listed address(es), within the established timelines
- e) In accordance with all other agreed terms and conditions

13.2 All Costs to supply the product shall be borne by the Proponent and shall be included in Annex A - Pricing Form.

13.3 The successful Proponent shall identify and notify the ordering entity, the guaranteed delivery/installation lead time upon receipt of the purchase order. Proponents shall indicate and provide for special conditions (i.e. remote locations) where additional fees, delivery time frames or special co-ordination will be required.

14. Proponent Conduct

14.1 Identification of Proponent's Employees or Representatives. All employees, representatives and/or sub-contractors of the successful Proponent delivering and/or installing a product to a Government site shall at a minimum, be required to wear a Government approved photo identification badge, plainly visible at all times on the Government site. No employee and/or representative of the successful Proponent shall be allowed to enter Government property without proper identification and Government escort.

14.2 Removal of Proponent's Employees. The successful Proponent agrees to utilize only experienced, responsible and capable people in the performance of the work. The government may require that the successful Proponent remove employees or representatives who endanger persons or property, or whose continued employment under this contract is inconsistent with the interests of Government security and/or standards of conduct.

14.3 Protection of Government Property. During delivery and/or installation, the successful Proponent, its employees and/or representatives, shall adequately protect all Government property, to include but not limited to property structures, landscaping, and grounds. The successful Proponent shall be financially responsible for any damage to Government property incurred by Proponent staff and/or representatives during delivery and/or installation.

15. Sustainability and Environment

In proposals submitted, the Proponent(s) shall provide to Government a summary of its sustainable practices and product information that demonstrate a correlation between the products and services proposed in the RFP. Areas to specifically consider for this requirement include, but are not limited to:

1. Environmental Considerations such as:
 - a) Use of environmentally responsible products and services which may ultimately enhance their quality and cost competitiveness;
 - b) Favoring materials that are natural and biodegradable (wood, cotton, water-based)

- c) Favoring materials that are managed in tight technical cycles;
 - d) Avoiding petroleum-based persistent and synthetic materials (especially toxic and hazardous materials) unless called for in the Government Master Specifications;
 - e) Favoring re-usable, recyclable, and recycled content materials in both products and packaging materials, wherever possible;
 - f) Established recycling programs for the disposal of used product
2. Socially Responsible Practices such as:
- a) Established a network of small, local companies to provide installation services across Bermuda;
 - b) Providing opportunities for Bermudians, individuals with barriers to employment.
 - c) Established programs or the firm intention to implement apprenticeship and training programs.
 - d) Other innovative and/or value-added methods, practices and/or products established or contemplated for this requirement.
3. The Proponent shall also advise the Government of any known alternatives or substitutes for any materials specified in the RFP that would mitigate the effects of any adverse conditions to the environment.

B. MATERIAL DISCLOSURES

1. The successful Proponent shall be responsible for all permits, licenses, rights, approvals, interconnection agreements, and certificates necessary for the performance of the requirements at no additional cost to Lessee. The Government will become the signatory on applications, permits, and utility agreements only where necessary and at our sole discretion.
2. The successful Proponent shall adhere to all applicable Bermuda codes and bylaws.
3. Locations. The proposed projects would be located across approximately thirty (30) Government-owned buildings across Bermuda and would be grid-connected via the local facility (Annex B - Site Locations).
4. Government's Master Specifications. Each Project must satisfy the Government's Master Specifications (Annex C).
5. BELCO Solar PV Technical Requirements. Each Project must satisfy the BELCO Solar PV Technical Requirements (Annex D)
6. Department of Planning Solar PV Installation Guidelines. Each Project must satisfy the general guidelines for installing Solar PV systems from the Department of Planning (Annex E).
7. Safety and Health. All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupation Safety and Health Regulations of 2009. Safety is of the utmost importance throughout these works. The work site may contain potential hazards and Safety and Health must be given the highest priority. Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke, and drug-free. Services may be provided off-site, on-site, or a combination of, depending on program requirements specified in individual task orders. Any deviation from the approved method statements and Site Safety plan shall not be tolerated and may lead to termination of the contract.
8. Utilities and Services
 - Existing cables are known to exist within this site.

- The Contractor is responsible for locating and protecting these and any possible other services within the works area.
9. Joint Venture Submission. Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- a) The proposal, and in the case of a successful proponent, the Form of Agreement shall be signed so as to be legally binding on all partners;
 - b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract including payment shall be done exclusively with the partner in charge;
 - d) All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under point 2 above as well as in the Submission Form and the Form of Agreement (in the case of a successful Proponent); and
 - e) A copy of the joint venture agreement entered into, by the joint venture partners, shall be submitted with the proposal.

C. MANDATORY SUBMISSION REQUIREMENTS

To expedite the evaluation process, each proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. In the event of any conflict between any of the proposal documents, resolution thereof shall be the Government sole discretion. Proposals shall include the following information in the format and order indicated:

1. Cover Letter

Include a transmittal letter identifying the proponent's firm and the proposal package being submitted. Include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name, title, address, telephone number and fax number of the individual authorized to contractually bind the firm and be signed by the authorized individual.

2. Executive Summary

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

3. Submission Form (completed Appendix B)

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

4. Table of Contents

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

5. Company Profile and Project Team (completed Annex F)

The proponent shall submit a company profile describing its company history, number of years the organization has been in business and capabilities. The proposal shall demonstrate the company's knowledge and experience with past projects of a similar technical nature. The Proposal shall clearly

identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract. The Proposal shall demonstrate that the key personnel has the time available to work on the project. The Proposal shall include the estimated number of hours individual personnel will dedicate to the project.

- i. Attached CV's for Project Team

6. References (completed Annex G)

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last five (5) years.

7. Scope of Work and Logistics (completed Annex H)

The Proponent must clearly describe the approach to the project, including an overview of the proposed plan for completing activities identified in this Request for Proposal (RFP). This includes identifying the proposed technology to be used, the plant performance information, payment terms, and project logistics.

- i. Project Plan (Annex I) -see requirement 8. below
- ii. Design and Engineering Plans
- iii. Related Documentation
- iv. Quality/Equipment Standards.
- v. Customer Service Plan

8. Project Plan (completed Annex I)

The Proponent should submit a completed Project Plan (Annex I) along with the Scope of Work and Logistics (Annex H).

9. Safety and Health Plan

The proponent must provide a safety and health plan for the project.

10. Plant Performance (completed Annex J)

In addition to the scope of work, where plant performance is identified for the total aggregated amount, **Annex J** shall also be submitted that disaggregates the plant performance for each specific location.

11. Pricing Form (completed Appendix C)

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

12. Proposed Subcontractors (completed Annex K)

The Proponent must propose any and all subcontractor (s) for the execution of any part of the work.

13. Financial Data (completed Annex L)

Each proposal must include the relevant financial data as required in Annex L – Financial Data.

- i. Financial statements
- ii. Financial background
- iii. History of any delinquency (if applicable) and give other information about the status of any loans
- iv. Valid tax clearance certificate (if applicable)

14. Local Benefit (completed Annex M)

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

- i. Company Certificate of Incorporation - The proponent shall submit certified true/photocopies of the Articles of Incorporation and by-Laws, or other organizational documents. A signed copy of the Certificate of Incorporation must be included for proponent that are companies/corporations.
- ii. Safety and Health Policy (if applicable)
- iii. Sustainable Goods and Services Policy (if applicable)
- iv. Environmental Policy (if applicable)

15. Proof of Insurance

The successful proponent shall furnish the Government with certificates as proof of insurance for all coverages outlined under Appendix A – Form of Agreement, Section 8.

16. Certificate of Confirmation of Non-Collusion (completed Appendix E)

Each proposal must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the proponent.

17. Joint Venture Agreement (if applicable)

18. Proposal Exceptions (if applicable)

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".

D. MANDATORY TECHNICAL REQUIREMENTS

Manage Large Volumes

Proponents must have experience within the past five years (as of the submission deadline) of managing multiple project locations concurrently.

Similar Services

Proponents must have experience within the past five years (as of the submission deadline) delivering solar PV installation and leasing/financing services.

Warranty

Please provide a breakdown of all warranties, including number of years, level of service, by equipment and service type.

E. PRE-CONDITIONS OF AWARD

Prior to awarding a contract to the selected proponent, the contracting department will perform financial checks to confirm:

- a) **Financial Checks.** Whether the proponent 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 proponent is a proper legal entity that is in good standing.
- b) **Insurance.** The successful proponent shall furnish the Government with certificates as proof of insurance for all coverages.
- c) **Litigation.** Declaration of no litigation for the past five years issued by an attorney or solicitor.

F. RATED CRITERIA

The following sections set out the categories, weightings and descriptions of the rated criteria for both stages 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.

Please set out the information requested below under headings that correspond with the numbered categories. Any preprinted material should be attached separately and referenced in the appropriate sections.

1. Initial Evaluation Criteria

The following categories, weightings, and descriptions will be used in the initial evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to initial proposals by all proponents.

#	Category	Weighting (%)	Threshold
1	Experience and Qualifications	40	20/40
3	Financial Analysis	30	15/30
4	Social, Economic, Environmental	30	15/30
Total Points		100	

1.1 Experience and Qualifications

The Government seeks to attract Proponents who have a strong experience in financing and/or leasing renewable power generation projects. However, given the nascent nature of and limited entities operating in this space, newer Proponents are also welcome.

Each proponent should consider the following in its proposal:

1. In order to gauge experience, Proponents will be evaluated on financing track record, current ownership of similar installations and/or similar technologies and equipment. If a Proponent has insufficient experience in any specific area, it may associate itself with other individuals or companies (Brokers, leasing companies, or Independent Bidder) whose experience must be demonstrated in the Proposal.
2. A Proponent must provide evidence of having within its organization, the technical and financial capability to manage the anticipated needs for implementation of the proposed Project, as well as the operation and maintenance of the various solar PV systems. If the Proponent is relying on the technical capabilities and qualifications of associated entities, then the associated entities must provide written declaration of consent along with supporting Power of Attorney.
3. Curriculum Vitae (CV) of key personnel in the areas of project financing, engineering, procurement construction, operations and maintenance, which the Proponent proposes to employ for technical support, as well as those to be employed during the negotiation and implementation phases of the venture, shall be submitted during the completion of Annex F.
4. Each Proponent must demonstrate experience in the financing solar power generation facilities. This includes demonstration of adequate knowledge and experience of financing projects and working with established EPC partners to procure, construct, operate and maintain similar projects. If the Proponent is relying on the experience and information of associated entities, then the associated entities must provide written declaration of consent along with supporting Power of Attorney.
5. Proponents shall provide proof of executing similar Projects in Annex F.
6. Each Proponent must demonstrate its ability to provide balance sheet financing or equity and raise loan capital such as would be required to finance the implementation of the proposed Project under an Equipment Lease.
7. Proponents will also be evaluated according to a robust technical evaluation of the proposed project. Proponents must provide a technically valid project proposal in Annex H: Scope of Work and Logistics and a valid financial model that shows the relationships between inputs and outputs of the Proposal and assesses the financial cost to the Government.

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 and does the proponent 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?
- Does the project team who will be working on the project have the necessary skills?
- Does the Proponent have commercial experience with projects of a similar technical level?
- Has the proponent performed well on previous Government Projects?
- Is the proponent able to complete the work within the required timeframe?
- Is the proposed implementation schedule submitted in Annex I: Project Plan reasonable for rooftop solar PV including development, procurement, and construction timelines? See Appendix D, Section B: Material Disclosures.
- Are there enhancements in Proposal that improve or accelerate the proposed Project timeline and de-risk any threats present?
- Does the proponent 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 proponent's references submitted in Annex G positive about their experience of working with the contractor/vendor/Lessor, and would they use the Proponent again?
- Is the proposed design suitable and feasible, including resilience measures to meet Category 5 hurricane wind speeds of at least 180 mph (operational risks have been considered)?
- Is the proposed equipment selection reasonable?

1.2. Financial Analysis

See Appendix C – Pricing.

Proponents will be evaluated on the financial feasibility, competitiveness and cost risk assessment of the proposed project.

Each proponent should consider the following in its proposal:

1. Does the proponent provide a competitive bid price and schedule of pricing for the government in Annex A: Pricing Form?
2. Does the Proponent include overall project cost?
3. Is the Proponent's post commissioning operation and maintenance costs reasonable?
4. Has the Proponent provided recent financial statements and audits in Annex L: Financial Data?
5. Has financial data been provided for all associated entities?
6. Does the Proponent list secured or intended equity and debt sources or line of credit to finance the project?

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

- Does the Proponent provide an overall competitive price?
- Is the bidder in a stable financial position?
- Does the Proponent have **no** outstanding Government debt?

1.3. Social, Economic, Environmental

Proponents will be evaluated on their social, economic and environmental impact, which is provided in Annex M: Local Benefit Form.

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

- What is the percentage of Bermudians employed by the proponent?
- Number of Bermudians employed by the bidder?
- Is the bidder a Specified Business?
- Will the bidder use a Specified Business(es) in their supply chain?
- Will the bidder use a Specified Business(es) as a subcontractor(s)?
- Does the bidder offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
- Does the bidder have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

2. Final Evaluation Criteria

The following categories, weightings and descriptions will be used in the final evaluation of rated criteria during Stage IV of the evaluation process (Concurrent Negotiations and BAFO), described in Part II of this RFP. These criteria will apply only to BAFO proposals submitted by top-ranked proponents invited to participate in Stage IV.

#	Category	Weighting (%)	Threshold
1	Experience and Capability	25	15/25
2	Pricing	45	30/45
3	Social, Economic, Environmental	30	20/30
Total Points		100	

2.1. Experience and Capability

BAFO Proponents will be evaluated on the experience and capability in leasing/financing renewable power generation projects as well as the overall scope and feasibility of the project.

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 and does the proponent 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?
- Does the project team who will be working on the project have the necessary skills?
- Does the Proponent have commercial experience with projects of a similar technical level?
- Has the proponent performed well on previous Government Projects?
- Is the proponent able to complete the work within the required timeframe?
- Is the proposed implementation schedule submitted in Annex I: Project Plan reasonable for rooftop solar PV including development, procurement, and construction timelines? See Appendix D, Section B: Material Disclosures.
- Are there enhancements in Proposal that improve or accelerate the proposed Project timeline and de-risk any threats present?
- Does the proponent 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 proponent's references submitted in Annex G positive about their experience of working with the contractor/vendor/Lessor, and would they use the Proponent again?
- Is the proposed design suitable and feasible, including resilience measures to meet category 5 hurricane wind speeds at least 180 mph (operational risks have been considered)?
- Is the proposed equipment selection reasonable?

2.2 Pricing

See Appendix C – Pricing.

BAFO Proponents will be evaluated on the financial feasibility, competitiveness and cost risk assessment of the proposed project.

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

- Does the Proponent provide an overall competitive price?
- Is the bidder in a stable financial position?

- Does the Proponent have **no** outstanding Government debt?

2.3 Social, Economic, Environmental

BAFO Proponents will be evaluated on their social, economic and environmental impact, which is provided in Annex M: Local Benefit Form.

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

- What is the percentage of Bermudians employed by the proponent?
- Number of Bermudians employed by the bidder?
- Is the bidder a Specified Business?
- Will the bidder use a Specified Business(es) in their supply chain?
- Will the bidder use a Specified Business(es) as a subcontractor(s)?
- Does the bidder offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
- Does the bidder have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

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 Proposal (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 abided by the terms and conditions related to this proposal 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 the Lessee 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) or
- (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.

By signing this document, I/we have read and agree to its terms and conditions.

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____