



**Ministry of Public Works
Department of Works and Engineering**

**Request for Proposals
For
Advanced Meter Infrastructure (AMI) Trials (Pilot)**

Request for Proposals No.: **50/601/05/04/A**

Issued: **Monday, March 18, 2019**

Submission Deadline: **Thursday, April 18, 2019 03:00:00 PM AST**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Advanced Meter Infrastructure (AMI) Trials (Pilot)**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, Ministry of Public Works is soliciting responses from experienced Companies to provide Advanced Metering Infrastructure (AMI) (Pilot) proposals for the Ministry of Public Works Water and Sewage Section.

It is the intention of the Ministry of Public Works Water Section to eventually install a full scale Advanced Metering Infrastructure to manage its existing water distribution system consisting of 1074 mechanical water meters as well as monitor its well field systems consisting of 244 abstraction points. Eventually the most successful pilot system will likely be expanded to include other Government entities which manage their own water systems.

The purpose of this AMI pilot project is to principally test the communication systems available on the island. There will be a field deployment of ten meters and associated advanced metering infrastructure hardware to operate in Bermuda over a six month trial operation of the communications and associated systems that are low power and high-throughput data handling characteristics.

The qualified, experienced and licensed proponents are to furnish all labor, documents, equipment and materials required to manage the design, pilot study, equipment supply, retrofitting or replacement of 10 existing water meters, field installation (by others), system implementation, and optimization of an Advanced Metering Infrastructure (AMI) pilot.

At the conclusion of the six month trial period, an evaluation of the systems will be made on the following basis:

1. Continuity of communications for trial period
2. Breakdowns of system
3. Breakdowns of equipment

MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS The Proponent hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Proponent in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Government by the Proponent are found to be defective or do not conform to specifications: (1) the materials may be returned to the Proponent at the Proponent's expense and the Pilot cancellation or (2) the Government may require the Proponent to replace the materials at the Proponent's expense.

1.2 RFP Contact

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

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

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

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

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

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

1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the Government for the provision of the Deliverables in the form attached as Appendix A to the RFP (the "Agreement"). It is the Government's intention to enter into the Agreement with only one (1) legal entity.

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

1.4 RFP Timetable

Issue Date of RFP	Monday, March 18, 2019
No Pre-Bid / Site Meeting	
Deadline for Questions	Monday, April 01, 2019 4:00 PM
Deadline for Issuing Addenda	Monday, April 15, 2019 4:00 PM
Submission Deadline	Thursday, April 18, 2019 03:00:00 PM
Irrevocability Period	90 days
Anticipated Execution of Agreement	Friday, May 10, 2019

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

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Tender Box at the Ministry of Public Works,
Located on the 3rd Floor, General Post Office Building,
56, Church Street, Hamilton, HM12, Bermuda.
E-mail and facsimile submissions are not accepted.

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents shall submit a minimum of 2 original signed hard copies of their proposal. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Thursday, April 18, 2019 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

1.5.4 Amendment of Proposals

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

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of proposals 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. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

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. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Government, be disqualified and not evaluated further.

2.3.2 Rated Criteria

The Government will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Government, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the Government to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Government and may be waived by the Government.

2.7 Failure to Enter into Agreement

In addition to all of the Government's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Government may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another 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 and 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 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 shall promptly examine all of the documents comprising this RFP, and

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

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. 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 shall not be 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 shall not be 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 should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify and Clarify

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP Particulars

(Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated 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 a notice of selection or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Past Performance or Past Conduct

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

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or

- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Government

The Government reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;

- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Government;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the Government nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Government's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

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 shall not be construed as intending to limit the pre-existing rights of the Government; 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

See Annex A - Service Agreement

APPENDIX B – SUBMISSION FORM

1. Proponent Information

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

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. 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.

5. No Prohibited Conduct

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

6. 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:

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 90 days following the Submission Deadline.

8. Disclosure of Information

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

9. Execution of Agreement

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

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

Instructions on How to Provide Pricing

Proponents should provide the information requested in Appendix B by reproducing and completing the pricing table in their responses.

Pricing shall be provided in Bermuda funds, inclusive of all applicable duties and taxes.

Pricing quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Evaluation will be based on total system costs including installation, support and on-going maintenance.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{Lowest price} \div \text{Proponent's price} \times \text{weighting} = \text{Proponent's pricing points}$$

Arithmetical errors

Any arithmetical errors found will be rectified on the following basis:

Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

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.

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

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

3. Required Pricing Information

Deliverable Category	Pricing Structure	Instructions	Price
Supply of Ten (10) Water Meters	Unit Price	N/A	
Supply of Ten (10) endpoint (Transmitters)	Unit Price	N/A	
Ancillary management interface AMI Software and Hosting	Unit Price	N/A	
AMI Training	Lump Sum	N/A	

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Supply of Ten (10) Water Meters

1. General meter requirements.

1.1 Latest models. Meters shall be new, of the latest production model, with the latest standard equipment, including items specified.

1.2 Applicable documents. The following documents of the issue in effect on the date of this RFP, form a part of these requirements to the extent specified herein:

American National Standards Institute (ANSI) B1.20.1 “Pipe Threads”

ANSI B 16.1 “Cast Iron Flanges”

AWWA C715-18 , as applicable

AWWA Manual M6

1.3 Proven Technology meters: The Government requests Proponents offer meters that are of proven technology and identify where they differ from current AWWA standards where applicable.

1.4 Lead in Meters. All meters must conform to NSF 61 standard.

1.5 Tools. Meter manufacturer shall furnish, at no cost, within ninety (90) days from the date of Notice to Proceed, all specialty tools required for meter maintenance, in reasonable quantities to be negotiated.

1.6 Serial numbers and labeling. The manufacturer's serial number shall be stamped on the main case of all meters. The serial number shall consist of all numeric digits.

1.7 Technical data. Proponent shall provide all manuals, diagrams, tolerance charts, exploded views, parts numbers, pricing, electronic diagrams, and any Materials Safety Data Sheets (MSDS) if applicable within thirty (30) days of the Notice to Proceed.

1.8 Tamper resistance. Where a meter is of split case manufacture it shall have 3/32” seal wire holes through two (2) aligned case bolts or one (1) 3/32” seal wire hole through both halves of case.

1.9 Accuracy. The meter product will meet or exceed meter accuracy of $\pm 1.5\%$ between the imperial gallons per minute (igpm) “minimum flow rate” to “maximum flow rate” for twenty (20) years from date of shipment. The meter shall also meet or exceed extended low-flow accuracy of $\pm 3\%$ from the following “extended low-flow rates” to the “minimum flow rate” for twenty (20) years from date of shipment:

5/8" and 5/8" x 3/4" Meter 0.05 igpm up to 0.1 igpm

1" Meter 0.25 igpm up to 0.4 igpm

1.10 External case bolts. Where a meter has external case bolts, cap bolts, washers, and nuts these shall be of sufficient strength for the purpose and must be of non-corrosive material designed for easy removal after long service.

1.11 Interchangeability. All meters of the same size or capability shall be manufactured so as to permit complete interchangeability of all parts.

1.12 Rejection. Water meters that do not meet the requirements of this specification shall be rejected by MPW, removed by the manufacturer at its own expense and replaced within the delivery date specified.

2 Meter Types

2.1 Displacement Meters. These are not to be considered

2.2 Electronic Velocity water Meters Both Ultrasonic and electromagnetic water meters shall use solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Equipped with an easy-to-read, 8-digit (minimum) LCD display. The meter shall report consumption in imperial gallons, rate of flow, reverse-flow indication, and alarms with no moving parts.

2.2 Pipe connections. Connections shall be meter casing spuds having external straight threads conforming to ANSI B1.20.1. Internal threaded spuds conform to ANSI B21 shall be used on 5/8" meter cases. Coupling tailpieces shall be made of copper alloy containing not less than 57% copper with external pipe threads conforming to ANSI B2.1 and internal diameters approximately equal to the nominal thread size of the tailpiece.

Supply of Ten (10) endpoint (Transmitters)

3. Meter Interface Unit (MIU).

MIUs must be available in versions that work in water meter vaults as well as inside buildings. Indicate if there are different models of MIUs for indoor, outdoor wall-mounted, and vault installations. If so, provide responses to the requirements in this section for each version for those features that are different, clearly specifying which version they apply to. MIUs that use either Fixed Radio Data Collection or Cellular Data Collection will be considered acceptable in this proposal.

If there is more than one version of the MIU (e.g., one with more advanced features or memory and one with less, or single port versus multi-port), provide responses to the requirements in this section for each version for those features that are different, clearly specifying which version they apply to.

3.1. ID Number. Each MIU shall have a unique, permanent ID number that is transmitted with the meter readings. The transmitter must be permanently labeled with the manufacturer's name, model number, "PWD Bda", a tamper warning, transmitter identification number, required FCC labeling, input/output connections, and date of manufacture. Labeling must include a bar code of the transmitter serial number.

3.2. Connections to Meter Registers. Wire connections between the meter register and the MIU must be sealed and waterproof. Describe installation procedures. Indicate design provisions to avoid installers' mistakes in installation, connection to meters, and programming. Describe procedures that need to be followed to replace the transmitter should it fail. Describe procedures for the various transmitter configurations.

Note Preference will be given to plug and play devices that require minimal on site programming. Also detail any specialty tools, materials or supplies that are needed to perform this work.

3.3. Activation Describe how a transmitter is activated and recognized by the AMI system once installed.

3.4 Electrical Isolation Indicate any details how the MIU may be protected against electrical surges such as lightning.

3.5 Warranty The warranty for the transmitters and batteries must address frequency of reads.

4. Fixed Radio Data Collection Unit.

4.1. Number of Units. Proponent is solely responsible for determining the mix of data collectors, repeaters, and MIU placement strategies needed to meet or exceed the reading success rates guaranteed in the Submission.

4.2. Mounting. Proponent must include estimates of the costs of mounting and any continuing site rental costs in its Submission.

4.3. Radio Licenses. Proponent shall be responsible for obtaining all necessary licenses on behalf of the Government. Licenses shall be assigned to Government. Licenses must be obtained and assigned radio frequencies verified as suitable for use with the AMI system(s) before any AMI equipment is delivered to the Government. If license frequencies are reallocated and no longer available to Government after installations have begun and this could have been reasonably anticipated by the proponent, the Government reserves the right to cancel the contract and orders for all or part of the system, and receive a full refund from the proponent of all amounts paid, in addition to other damages incurred.

4.4 Battery Power All field AMI equipment to use IP 68 protected lithium batteries that can be used for up to twenty years of continuous operation. In the Submission state whether the batteries are inbuilt or connected as a separate body.

5. Cellular Network Data Collection Unit.

5.1 Cellular Network Systems. Proponent is solely responsible for establishing user agreements with cell network operators/providers.

5.2 Meter Transmitters Proponent shall supply all necessary cellular endpoints for each meter to transmit the meter data via an existing cellular infrastructure to a central database system for analysis and reporting.

5.3 Battery Power All field AMI equipment to use IP 68 protected lithium batteries that can be used for up to twenty years of continuous operation. In the Submission state whether the batteries are inbuilt or connected as a separate body.

Ancillary management interface

6. AMI Control Computer.

An AMI system may be managed and controlled by one or more components, including one or more control and communications computers, file servers, etc. Describe all in response to this section.

6.1. Hardware and Network Configuration. Vendor to provide all details of the computer hardware and software needed for a complete and working system.

6.2. Remote Access. The Government desires that a new AMI system would record and report data to a control computer or server. Please detail how such data, could be securely accessed by properly authorized persons on Government's network using IP communications protocol.

6.3. Data Hosting Detail Data hosting services that can be provided and describe the possible services that can be offered , including responses to the items below.

1. Data storage Detail a minimum of two years of hourly data are to be stored and readily accessible by the Government from the data hosting server. Detail location hosted data and describe options for increased storage time periods, up to five years' worth
2. Access to information. Describe the user interface. Describe available internet-based presentments of the hosted information. Provide example screen shots. Indicate the maximum number of users that can access the information at a given time.
3. Reports. Provide a list, with brief descriptions and screen shots or sample pages, of the standard reports provided for system and component performance; missing or late data; errors, anomalies and alarm conditions; data transfer, management and administration; analysis of consumption for individual customers or groups of customers; and other major report categories.
4. Traps for questionable readings. Describe any system capabilities to validate meter readings for reasonableness, unusually high or low readings, and potential meter rollovers.
5. Meter reading system performance assessment and diagnostic tools. Describe any tools available to assess the performance of the system and to diagnose problems; e.g., radio transmission strength / problems, battery life status, etc.
6. Support. Provide hours of operation and level of support on major Public holidays and evenings and weekends.

7. System Software.

7.1. Detail Software available to:

- Operate the control computer that interacts with other AMI system components to obtain meter readings
- Manage the database of meter readings and other information
- Describe what built-in API's and data exchange modules would be available to support data transfer to utility billing, work order, inventory asset management, Customer

Relationship Management(CRM), Geographical Information Systems(GIS) and other legacy utility systems.

7.2. Interface to Billing System. Detail how the AMI system could automatically provide data, corresponding to all the accounts in a billing cycle, meter reading route or other grouping presented to it, to the CRM in a standard, non-proprietary format (e.g., fixed-field ASCII).

7.3. Database Any proponent-supplied database used to store and manage meter readings must be non-proprietary, ODBC-compliant, and SQL-compliant. The database tool should be SQL-Server 2016 or later. The Government shall be entitled to make copies of the software, including any third-party software, and any user manuals for backup and archival purposes

7.4. Third-Party Software. The Government desires that the proponent shall own all software, except for commercial generic third-party packages used to support the proponent's system (e.g., relational database management system, report generator). Describe how the successful proponent would secure for the Government sublicenses or direct licenses for all third-party software necessary for the systems to function as proposed. Indicate the warranty, licensing, and support provisions for any such packages. Such specialized third-party software should be under the control of the proponent, and be subject to the provisions of the license and warranty, maintenance and escrow guarantees.

7.5 Customer Portal Options. The proponent will be required to demonstrate a customer portal and what services it can offer to water customers. Describe customer access options (e.g., internet access) available from the data hosting server. Describe ability of customer portals to display daily weekly monthly water usage/consumption information in imperial gallons. Describe ability of customer portals to display leak detection information. Describe current and future capabilities to support access of information from other media devices (e.g., personal smartphones).

7.6 Operations Portal Requirements. The proponent should demonstrate an operations management portal, including display of daily control meter flows in the water distribution system, alarm set points for high system flows, leak detection information for control meter zones, ability to display customer daily weekly monthly water usage/consumption with reporting of alarms for excessive consumption. All flow information in imperial gallons. For the well field meters the portal will display flow from each well; alarms for zero and backflow conditions; and leak detection information for each well field control meter zone. Describe staff access options (e.g., internet access) available from the data hosting server as well as Staff access to download batch data sets as tables or files. Describe ability of operations portals to display leak detection information. Describe current and future capabilities to support access of information from other media devices (e.g., personal smartphones).

8. GIS (Geographic Information Systems)

ANY AMI system will be required to interface with Government's GIS water services group which will be available to view through the link <https://bdagov.maps.arcgis.com/home/webmap/viewer.html> following the provision of a username and password. The following provides a description of the GIS system:

- a. The Government of Bermuda's standard for GIS is Esri's ArcGIS platform, for which the Government has an enterprise license agreement that covers all departments. The platform includes desktop, server, mobile and cloud solutions which are used by approximately 15 government departments.

- b. Centralized enterprise geodatabases have been implemented in Microsoft SQL Server 2008 R2, and include shared resources, such as aerial imagery, topographic and addressing data, and more restricted data resources that are maintained by each department. ArcGIS Server 10.2.1 is implemented on the Government network, but this is expected to be upgraded to 10.6 in 2019 facilitating a wider implementation of web-based GIS. ArcGIS Online and mobile applications are currently utilized as well.
- c. The Water GIS geodatabase contains point layers for meters, valves, tanks, facilities, wells, and a line layer for mains pipelines. While the layers are complete, their horizontal accuracy and attribute data are being improved by Ministry of Public Works. Point features for existing water meters are being reviewed to be horizontally accurate within a few feet.

Training

The proponent will be required to offer training of all appropriate staff sufficient to enable them to effectively operate and maintain the system. To be effective, the Government requires that training curriculum be provided in advance, that training be accompanied by course workbooks and materials, that training be provided by experienced instructors, and that all training be accompanied by tests or hands-on evaluation to ensure Government employees or agents have absorbed the content of the training. The Government will designate one or more employees that the proponent will train on all aspects of the AMI system and will become the lead trainer(s) for the Government. The Government requires that training occur both before and after AMI system installation.

1. Prerequisite for training. Training must be sufficient to prepare the Government staff to fully and completely administer and maintain the system without further reliance on proponent staff beyond normal assistance covered by maintenance agreement. The Government requires that training occur once the pilot system is fully operational.
2. Training on the AMI system equipment. The proponent must provide training to Government staff on any and all AMI system equipment, whether provided by the proponent or purchased by the Government (including the control computer and database) after it is installed, tested and accepted by the Government. Training must use real data from the Government's own system.
3. Location. All training shall be done at the Government's offices and facilities, or in the field, at specified hours.
4. Training curriculum. Describe the proponent's training program, including how it addresses each of the following:
 1. All aspects of the AMI system's operation, including obtaining reads and consumption data from the system, transferring reads and other information between the AMI system and the CIS, creating performance reports, diagnosing potential problems with system components, changing or adding customer accounts/transmitters/meter registers/meters to the system.
 2. Meter reading database management.
 3. Field diagnostics and maintenance.

Documentation.

System Manuals. proponent shall provide manuals and customized written procedures sufficient for complete operation and maintenance – including installation, configuration, diagnostics, and repair – of the system, its software, and its components.

Third-Party Software Manuals. Manuals for any third-party software components incorporated into the system shall be available online or on memory stick in a printable format.

Schedule Estimate with Target Milestones

Time Frame ^{[BE]1}	Milestones
Pilot Phase	
	Pilot approved
	Order Equipment
	Installation and Start-up
	Functional Testing (communication)
	Pilot testing completed

nto the system shall be available online or on memory stick in a printable format.

B. MATERIAL DISCLOSURES

Supply of Ten (10) Water Meters

The proponent shall include for the supply of 10 meters 5/8" diameter. The meters are to be installed at selected locations by Government personnel.

Supply of Ten (10) endpoint (Transmitters)

The proponent shall supply meter interface units(MIU) compatible with the meters supplied. The proponent shall include for site personnel to be in attendance at each of the selected metering points to supervise the installation of the MIU and initiate the communication with the data collection system. The system shall include provisions to ensure data transmission accuracy (for example, error checking), security (for example, encryption), and immunity from outside (electromagnetic) interference as well as fading and other forms of signal degeneration or attenuation (such as multi-path fading) to prevent accidental loss or interception of customer or meter reading data. Describe how this is accomplished.

All transmitter devices must conform to the radio frequency safety requirements which the Bermuda Regulatory Authority recognizes and must be approved by the US FCC.

Ancillary management interface

The proponent shall describe proposed architecture of the following items in an AMI system:

- Software and Hardware Architecture Roadmaps for each of the Proposed Products
- Communication infrastructure from the meter to the AMI server.
- AMI control computer - Include a diagram with all hardware elements. Network switches, hubs or additional infrastructure changes required.

The proponent shall provide a software architecture diagram and a description of all of the proposed software, including all third-party middleware etc. Descriptions shall include version numbers of all products.

Training

The success of this Project is critical to the operation of the Government Water Section. Describe the organization structure that the Proponent will provide to supplement the Government's project team and support this project. Describe how the Proponent's staff will interact with the meter/transmitter installation team. Name the personnel that are planned to be assigned to the Project, their roles and responsibilities. Provide a list of project staff's experience in delivering projects of similar size and scope. Note: The Government may interview and/or review resume information about implementation team members as part of the final selection and negotiation process.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Other Mandatory Submission Requirements

a. Submission Form (Appendix B)

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

b. Pricing Form (Appendix C)

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

c. Certificate of Confirmation of Non-Collusion (Appendix E)

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

d.Subcontractor Information

See Annex B - Sub Contractor Information

e.Local Benefit Details

See Annex C - Local Benefits Details

f.Personnel Qualifications and Previous Experience

See Annex D - Personnel Qualifications and Previous Experience

g.Incorporation Certificate

Provide a copy of the Proponents Incorporation certificate

h.Work Plan and Approach

Outline a proposed workplan and approach with key milestone dates

D. MANDATORY TECHNICAL REQUIREMENTS

Eligibility Requirements

The Proponent and/or the Proponent's sub-contractors must meet certain requirements, specified herein, in order to be considered as acceptable to provide a submission on the project. Proponent, sub-contractors and contracting teams, who fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their responses will not be accepted.

The Proponent must have a minimum of 5 years' experience in the provision of services to provide Advanced Metering Infrastructure works

In addition to the experience of the firm or firms as noted above, the experience of the key individuals responsible for the project must meet the following criteria:

Proponent's Project Manager: 5 years of experience in Advanced Metering Infrastructure works

The Proponent shall submit with his completed submission all appropriate documentation in order to demonstrate the necessary experience and expertise. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-contractors. Provide evidence of past cost performance and ability to meet project schedules.

E. PRE-CONDITIONS OF AWARD

N/A

F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Technical Competence & Financial Stability	60	N/A
3	Social & Economic and Environmental (Local Benefit)	10	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Technical Competence & Financial Stability

Technical Competence components (Value 45 points) to be evaluated include:

1. Availability of competent and qualified personnel and other resources to perform the Services;
2. Qualifications and past performance of assigned staff for similar assignments;
3. The Contractor's Corporate Background and performance on similar projects;
4. Proposed quality management plan for the project;and
5. Business integrity management system.
6. Proposed solution expected performance and capabilities
7. Proposed solution expected reliability and durability
8. Ability to meet or exceed technical requirements

Financial Stability (Value 15 points) will be evaluated on the following basis:

1. Proponents financial stability based on bank references and company longevity
2. Proponents dealings with Bermuda Government and outstanding Government debt

3. Social & Economic and Environmental (Local Benefit)

Local Benefits to be evaluated include:

1. Proportion of Proponents staffing that are Bermudian (Value 5points)
2. Training opportunities given to Bermudians(Value 5points)

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Proponents

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

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

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

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

Confirmation of non-collusion

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

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

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

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

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

ANNEX A

SAMPLE SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("**Agreement**") is made the ____ day of _____ 20__ (the "**Effective Date**")

BY AND BETWEEN:

- (1) The Government of Bermuda as described in Schedule 1 (hereinafter referred to as the "**Government**")
- (2) The supplier of services under this Agreement (whose name and contact details are fully set out in Schedule 1 to this Agreement and is hereinafter referred to as "**Supplier**" or "**you**").

The Government and you are individually referred to as a "**party**" and collectively as the "**parties**".

This Agreement, which consists of the General Terms and Conditions, Schedule 1 and Appendix 1, sets out the terms and conditions upon which you will provide services to the Government.

GENERAL TERMS AND CONDITIONS

IN CONSIDERATION of the premises and mutual promises in this Agreement the parties, intending to be legally bound, agree as follows:

That in this Agreement, capitalized terms have the respective meanings referred to in this Agreement, words by their context importing the plural shall include the singular and vice versa, references to either gender includes any other gender or a neutral entity where appropriate, and a reference to any statute or regulation or law means as amended from time to time and include any successor legislation, regulations or laws. Where the contexts requires, the word "**Supplier**" shall include the word "**you**" and vice versa.

1 Definitions

In this Agreement unless the context otherwise requires, the expressions set forth below have the following meanings in the Schedule or the Appendix hereto:

"**Agreement**" means this Services Agreement and includes these General Terms and Conditions, Schedule 1 and Appendix 1;

"**Appendix 1**" contains the statement of work or "**SOW**" as provided by the Supplier;

"**Business Days**" means Monday to Friday between 9am – 5pm in Bermuda;

"**Claims**" means any written or oral claims,

actions or demands for money (including taxes or penalties) or services or for any allegation of a breach in rendering or failure to render any Services performed or which ought to have been performed. Claims also includes patent, trade secret, copyright, or other intellectual property right claims, claims connected to Equipment including infringement of Software, costs, penalties, fees and expenses (including legal and professional fees, charges or expenses);

"**Commencement Date**" means the date of the commencement of the Services as set out in Schedule 1;

"**Completion Date**" means the date of the completion of the Services as set out in Schedule 1;

"**Confidential Information**" means the terms of this Agreement as well as any information or Data disclosed which (i) if in tangible form, is marked clearly as proprietary or confidential, (ii) if oral, is identified as proprietary, confidential, or private on disclosure or (iii) any other information which is not in the public domain, which upon receipt should reasonably be understood to be confidential, provided, however, that such information or data is provided under or in contemplation of this Agreement;



“**Contact**” means the Public Officer appointed as the liaison between you and the Government;

“**Consents**” means any qualifications, rights, permits, licenses, immigration approvals, authorizations or other consents;

“**Data**” means logbooks, records or data files used or created pursuant to the Services (including electronic storage media, Software, Source Code, any data base and data base rights, personal or personally identifiable information relating to an identified or identifiable individual voice and data transmissions including the originating and destination numbers and internet protocol addresses, date, time, duration), and other relevant data connected with the Services;

“**Documents**” means written advice, project specifications, designs, drawings, plans, specifications, reports, tenders, proposals or other information and documents, technical specifications related to the Software or Services provided by the Supplier or the Representative;

“**Equipment**” means any Supplier provided equipment including any mobile devices, hardware, Software or cables used to provide the Service;

“**Expense**” means all expenses (including legal expenses), charges and costs (including all costs, fees, charges, fines and penalties related to travel and accommodation) and penalties;

“**Fee(s)**” means the gross fees to be paid to you for the Services provided in accordance with the terms of this Agreement;

“**Good Industry Practice**” means the exercise of that degree of skill, care, accuracy, quality, prudence, efficiency, foresight and adherence to timeliness as would be expected from a professional individual or leading company within the relevant industry or business sector in Bermuda or in England;

“**in writing**” shall mean any fax, letter or purchase order on the Government’s letterhead bearing the signature of an authorised person or an e-mail emanating from the personal e-mail address of an authorised person;

“**Insurance Policies**” means an amount of not less than the minimum level of insurance required by law or regulatory body or that is required to cover for similar services as are

provided in this Agreement or the amount as set out in Schedule 1, whichever is greater, covering you, or your officers, directors, employees, agents, or subcontractors, professional negligence and errors and omissions, and shall be on an “occurrence” basis. “The Government of Bermuda” shall be endorsed as an additional insured on the required policy or policies and the insurances afforded to the Government of Bermuda shall be primary insurance;

“**Loss**” means all losses, Claims, damages, costs, fees, charges, Expenses, disbursements, costs of investigation, litigation, settlement, judgment and interest, lost revenue, loss of opportunity to make money, loss of contracts or for the inability to fulfill customer contracts, lost or damaged data or other commercial or economic loss, whether based in contract, tort (including negligence) or any other theory of liability or other loss not limited to those contemplated at the time of entering into this Agreement and whether such loss or liabilities are direct, indirect, incidental, special or consequential, whether foreseen, foreseeable, unforeseen or unforeseeable;

“**Objective**” means the targets, results or goals to be achieved as specified in Schedule 1;

“**Public Officer**” means any person employed by, or acting as an agent for, the Government;

“**PIPA**” means the *Personal Information Protection Act 2016*;

“**Representative(s)**” means, the person(s) providing the Services on the Supplier’s behalf and includes any person engaged by the Supplier;

“**Schedule 1**” contains details of the parties, the Fee, Term, Insurance Policies and other special conditions;

“**Services**” means the provision of all services and deliverables and includes the use of any Equipment and Software;

“**Security Procedures**” means rules and regulations governing access to, and health and safety procedures while on, Government premises; and information technology security protocols;

“**Software**” means the Supplier provided software including modified software, third party software and bespoke software used for the



Equipment and the Services;

“**Source Code**” means the source code within the Software, in the language in which the Software was written, together with all Documents, all of a level sufficient to enable the Government's personnel to understand, develop and maintain that Software.

“**Term**” means the term of this Agreement as set out in Schedule 1.

2 Provision of Services

- 2.1 You and the Representative agree to perform and complete the Services in accordance with and subject to Schedule 1, Appendix 1 and these General Terms and Conditions and the Government agree to pay the Fee for the Services.
- 2.2 In the event of inconsistency between Schedule 1, Appendix 1 and these General Terms and Conditions, then the order of precedence to resolve any such inconsistency shall be as follows: (i) the SOW; (ii) Schedule 1; and (iii) these General Terms and Conditions.
- 2.3 In the event that it is required and with Government prior due diligence and written approval, you may appoint a Representative who shall have full authority to act and provide Services on your behalf. Details of the Representative shall be set out in Appendix 1.
- 2.4 You are responsible for all acts or omissions of a Representative relating to the Services and for ensuring their compliance with the requirements of this Agreement.
- 2.5 You may not subcontract your obligations under this Agreement beyond using the Representative, without Government's prior written consent and you, and you shall ensure that, the Representative co-operates with the Government's employees to effectively carry out your obligations under this Agreement.
- 2.6 The Government may request, by notice in writing to you, the replacement of the Representative, and agreement with such request shall not be unreasonably withheld. You shall use your best

endeavors to replace the Representative with another qualified individual employed by you, and such replacement shall be subject to approval by the Government.

- 2.7 You will seek permission from the Government prior to outsourcing any service. In the event of any outsourcing, you will be responsible for all outsourced services or personnel.
- 2.8 Documents: You shall provide Documents as requested or by the date as agreed between the parties and the Government shall have the right to take possession of and use any completed or partially portions of the Documents notwithstanding any provisions expressed or implied to the contrary.
- 2.9 You acknowledge that the Government will be:
 - a) relying on the accuracy of the contents of the Documents on the basis that they are accurate and complete in all material respects and are not misleading;
 - b) relying on your and the Representative's skills, expertise and experience concerning the provision of the Services; and
 - c) using your reports and any other advice and assistance provided under this Agreement.
- 2.10 Security Procedures: The Services shall be provided in such place and location as instructed by the Government.
- 2.11 If the Services are required to be provided on the Governments' premises or use Government IT systems, you and the Representative will conduct yourselves in a professional and safe manner and you and the Representative shall at all times comply with and be subject to Security Procedures.
- 2.12 Failure to adhere to the Security Procedures and the requirements of this section may be considered a material breach of this Agreement and may result in termination for default.



2.13 The Government shall inform you of the Contact, i.e. whom you or the Representative shall be reporting to and who will accept the Services.

2.14 Services are provided on a **non-exclusive** basis to the Government in Bermuda.

3 Government Responsibilities

The Government shall disclose all information and provide reasonable and agreed computer facilities and access necessary for you to provide the Services.

4 Additional Services

4.1 Additional services or variations in the Services may be required after the date of execution of this Agreement and may be performed upon written approval of the Government. Such written approval shall be evidenced by a change authorization order (“**Change Order**”) or such other written authorization as approved and signed by the Contact or a duly authorised Public Officer. In such case, a Change Order shall be issued within a reasonable time thereafter.

4.2 All Change Orders are subject to the terms and conditions of this Agreement.

4.3 Fees for additional services shall be agreed by the Government in writing prior to any additional services being performed.

5 Fees, Invoicing and Payment

5.1 The Government shall compensate you the Fee for the Services in arrears during the Term. The Fee shall be set out in Schedule 1 and paid in BMD\$. The Fee has been calculated to take account of payroll tax and social insurance contributions that, as a non-employee, you are required to pay in full.

5.2 The Fee will be subject to deductions by law in the event that you have not registered as a service provider with the relevant Government department.

5.3 The Fee will be subject to further deductions for the following reasons:

a) where there has been an overpayment to you for any reason;

b) if you have not delivered the Services or any part of the Services, as required;

c) where the Government has suffered loss by your failure to follow instructions or exercise due diligence;

d) if you cause damage to Government property, the value of replacement or repair of the damaged property shall be deducted from the Fee;

e) if you leave or terminate this Agreement without giving the required notice, the value of the Fee for the notice period may be deducted; and

f) when you no longer provide Services to the Government, there will be a deduction of any overpayments or advances of payment taken in excess of the Fee.

5.4 You will only be paid the Fee for the hours that you provide services. For the avoidance of doubt, you will not be paid during any time that you do not provide Services and you will not be paid for public holidays.

5.5 Invoicing: You shall provide a monthly invoice for the Services as set forth herein, with supporting documentation and itemizing the following:

a) Your name, invoice date and invoice number;

b) Change Order number, if applicable;

c) Details of Services performed;

d) Time and services rendered in hourly (or less than daily) increments with sufficient detail to determine appropriate expenditure of hourly efforts;

e) Other supporting documentation (including copies of any invoices or receipts for reimbursable expenditures as provided for herein);

f) Mailing address and the person to whom payment is to be sent or the banking institution and full account information for payment by wire transfer (unless such information has



previously been provided to the Government); and

- g) Telephone number, fax number and e-mail address.

5.6 Government shall pay the Fee and/or undisputed invoices 30 days in arrears. The Government may dispute an invoice within 30 days of receipt, however, the Government reserves the right to dispute payments, made on an invoice at any time if it suspects fraud or willful misconduct on your part (“**Faults**”). In the event that any Faults are discovered in relation to payments made to you, the Government reserves the right to recover such payments from you, at your cost (which shall include all legal and collection fees and expenses) or to set off any disputed amounts against unpaid invoices.

5.7 Your failure to submit a proper invoice in a timely manner may result in a delay in payment by the Government. You agree that the Government is not responsible, nor will it be liable to you or under law or equity for any interest or expenses that you may incur resulting from any delays in payment caused by your failure to comply with your obligations under this Agreement.

6 Expenses

6.1 Neither you, nor the Representative, are allowed to incur Expenses associated with the provision of the Services without having received prior written consent from the Government. You shall be liable for all Expenses not prior approved.

6.2 If prior approved, all air travel shall be at economy class, unless otherwise agreed in writing.

6.3 While performing the Services in or from Bermuda, the Representative may require accommodation in connection with the provision of Services. In the event that accommodation is required, the Government may assist you or the Representative in acquiring accommodation but the Government shall not be liable to pay for such

accommodation. You shall be liable for all Expenses and utility fees (including water, telephone and other charges) incurred by residing or otherwise staying at a property of your own choosing. You agree to abide by the rules and regulations of the property owner and you shall indemnify the Government against any losses the property owner may suffer as a result of your or the Representative, residing or staying at that property.

6.4 Except for the Fee and any approved Expenses, no other amounts are payable by the Government to you. Government may set off any amounts owed by you to the Government against any Fees or Expenses.

6.5 The Government shall pay by direct transfer into your bank account. It is your responsibility to inform the Government of your current contact and bank details in order that the Government can contact and make payment to you.

6.6 Without prejudice to section 4.1, the Government reserves the right to refuse to pay an invoice in the event that the invoice is presented 6 months after the time when it should have been presented for payment.

7 Taxes

7.1 You shall be responsible to register with the appropriate department of the Government in order to pay for all taxes associated with the provision of Services, including but not limited to payroll tax and social insurance contributions (“**Taxes**”) and you consent to the Government deducting due or outstanding Taxes from the Fee on your behalf, at our option. Your Tax numbers shall be out in Schedule 1.

7.2 In the event that we have not made deductions on your behalf, you shall provide us with proof of payment of amounts due to the Government such as any Taxes and all other receivables to us, prior to you receiving your final payment.

8 Representations and Warranty

8.1 You represent and warrant that you and the Representative, will perform all activities relating to the Services:



- a) in accordance with Good Industry Practice and in a professional and lawful manner;
- b) if applicable, using appropriately skilled and experienced Representatives whose identity, address and right to live and work in Bermuda and (to the maximum extent permissible) whose absence of relevant criminal records has been verified;
- c) in strict accordance with the standards and timelines set out in Schedule 1 or Appendix 1, free of defects, errors or faults, in order to meet the objectives of this Agreement; and
- d) in accordance with applicable law including PIPA; rules, regulations and guidelines or policies provided by the Government.
- 8.2 You represent and warrant that:
- (a) you have the right to license all intellectual property rights in the Services, Software and Documents, to the Government.
- (b) upon installation, the Equipment will be compatible with existing equipment and software on Government systems and the Equipment will meet all the technical documentation and requirements required to operate the Services in accordance with Government requirements and objectives;
- 8.3 You represent and warrant that this Agreement is executed by you or by your duly authorized Representative and that you have obtained all required authorizations and capacity in order that you can fulfill your obligations.
- 8.4 You declare that you are in possession of all Consents necessary for the provision of Services and you will maintain such Consents at all times while providing Services.
- 8.5 You shall procure the benefit of any warranties or guarantees in respect of goods and materials you supply to Government and provide copies of such warranties or guarantees.
- 8.6 You confirm that all payments to Government, including but not limited to, taxes and social insurance, are current. In the event that any payments are delinquent, the Government may deduct, in part or in full, any payments made to you under this Agreement.
- 8.7 You shall provide information or sign any other agreements necessary or as requested by the Government, in order that either you or the Government can fulfill their obligations under this Agreement.
- 8.8 You acknowledge and warrant that you are fully satisfied as to the scope and nature of the Services and of your obligations under this Agreement and that you have the corporate power and authority to enter into, and perform your obligations under, the Agreement.
- 9 Remedies**
- 9.1 If the Service does not conform to the warranty as set out in this Agreement, you shall, at your cost and Expense, use all reasonably commercial efforts to correct any such non-conformance or non-availability promptly, or provide the Government with an alternative means of accomplishing the desired performance.
- 9.2 Without prejudice to any other rights available to the Government, you shall, at your Expense:
- a) repair or replace Equipment where the Equipment is damaged as a result of your, or the Representative's negligence, error, omission or willful misconduct in providing the Service.
- b) if the Documents are inaccurate or misleading or the Services are not performed in accordance with this Agreement, then the Government, in its sole discretion, may:
- i) require correct Documents;
- ii) require, in whole or in part, the Services to be re-performed during the Term or within 6 months of the Completion Date;



- iii) carry out an assessment of the value of the defective Documents or Services and deduct that value from amounts that Government is required to pay you; or
 - iv) obtain the Documents or Services from another service provider and you will be required to pay all amounts payable by the Government in obtaining alternative documents or services from another service provider to make good the defective Documents or Services.
- 9.3 Without prejudice to any other rights available to it, the Government may, at your Expense:
- a) repair, replace or otherwise fix the Service where the Equipment is damaged as a result of your, or any person providing services on your behalf, negligence, error, omission or willful misconduct; or
 - b) obtain Services from another service provider and terminate this Agreement.

10 Progress Report

- 10.1 If required, you shall submit progress reports in connection with the Services (“**Reports**”) on at least a monthly basis, or as otherwise required, to the Government. The Reports shall include a summary of the activities and accomplishments during the previous reporting period.
- 10.2 The Report will also include YTD totals for payments received and work completed (expressed in BMD\$).
- 10.3 Any decisions and/or actions required of the Government during the upcoming reporting period(s) should be included in the Report. The specified date for submission of the Reports for the reporting period shall be determined by the Government.

11 Inspection and Approval of Services

- 11.1 The Government shall at all times retain the right to inspect the Services provided by you or the Representative and you

consent to visits to your premises in order to inspect the Services or Documents and Government shall have the right to review, require correction or additional follow up, if necessary, and accept or reject the Services and any Documents submitted by you or the Representative.

- 11.2 You shall make any required corrections promptly at no additional charge and return a revised copy of the written work product to the Government within 7 days of notification or a later date if extended by the Government. In the event that you are required to implement changes with respect to your performance of Services, such change shall be implemented within a reasonable time, as determined by the Government in consultation with you.
- 11.3 Your failure to proceed with reasonable promptness to make necessary corrections shall be a default. If your corrected performance or written work product remains unacceptable, the Government may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of services received.

12 Time of the Essence

- 12.1 You are responsible for managing time in order to complete your obligations under this Agreement and shall complete any portion or portions of the Services in such order as the Government may require rather than providing Services during a specified amount of time and you recognize that providing Services outside of Business Days may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.
- 12.2 The Government shall give due consideration to all Documents submitted by you or the Representative, and shall make any decisions which are required to be made in connection therewith within a reasonable time so as not to delay the progress of the Services.

13 Licence



- 13.1 You grant to Government a non-exclusive and royalty-free license to use Software and Documents, to enable Government to use Equipment and the Services.
- 13.2 You retain title and property rights to the Equipment under this Agreement. Unless specifically stated in the Agreement, Government neither owns nor will acquire any right of ownership to any Equipment, including, but not limited to, copies, and any related patents, copyrights, trademarks, or IP addresses assigned to you.
- 13.3 The Licence granted herein includes all major releases, updates or upgrades of Software.
- 13.4 You shall ensure the continued compatibility of the Equipment with all major releases, updates, or upgrades of any Software.
- 13.5 In the event you are not able to support any Software update, upgrade, version or new release that changes major functionality and is not compatible with the Equipment or a Service, you shall use your best efforts to resolve such issues and to provide optimal functionality of the Equipment or the Service.
- 13.6 If required by the Government, you shall maintain and keep current human and computer readable copies of the Source Code and you shall provide copies of all Source Code.
- 14 Indemnity, Limitation of Liability, Insurance, Force Majeure and Business Continuity**
- 14.1 Indemnity: You shall indemnify, keep indemnified and defend the Government against:
- any Claim or Loss arising from any breach by you or the Representative; or
 - any Claim or Loss arising from a third party as a result of negligent act, errors, omission or wilful misconduct by you or a Representative.
- 14.2 The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
- 14.3 If the use of a Service is enjoined as a result of a Claim or Loss, in addition to the indemnity set forth above, you shall (at your Expense): (i) obtain for the Government the right to use the infringing Service; (ii) modify such Service or Software in a manner that does not infringe any third party intellectual property rights; or (iii) substitute equivalent software or services that are acceptable to the Government and does not infringe any third party intellectual property rights.
- 14.4 No Liability: In no event shall the Government or a Public Officer be liable to you for Loss.
- 14.5 Limitation of Liability: Without limiting the provisions of this Section, Government'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 you under this Agreement for the twelve (12) months immediately preceding the date the on which the latest Claim(s) or Loss first arose.
- 14.6 Your maximum liability to Government shall be the greater of any successful claims by Government against the Insurance Policies or 3 x annual Fees.
- 14.7 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 you shall accordingly maintain in full force and effect during the Term, the Insurance Policies.
- 14.8 All Claims against the Government 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.
- 14.9 Insurance: If required by the Government, you shall maintain at your sole expense, on a primary basis, and an "occurrence basis",



- at all times during the Term, the Insurance Policies in the minimum amounts set forth in Schedule 1. The Insurance Policies shall be evidenced by delivery to the Government of certificate(s) of insurance executed by the insurer(s) listing coverages and limits, expiration dates and terms of the policy or policies and all endorsements, and upon request a certified copy of each policy including all endorsements. Failure to provide acceptable proof of insurance as required by the Government shall entitle the Government to either obtain or maintain the Insurance Policies on your behalf at your sole cost and expense, or to terminate this Agreement without prejudice to any other of the Governments rights or remedies in connection with this Agreement.
- 14.10 You shall be responsible for the payment of all deductible amounts on such policy or policies and shall on request supply to the Government copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 14.11 In the event that you have not paid Insurance Policy premiums, upon signing this Agreement, you consent to the Government either deducting the Insurance Policy premium from the Fee, or otherwise making such Insurance Policy premium payment, on your behalf and recouping such payment from you, at the Government's sole discretion.
- 14.12 At the Government's sole option, all monies payable under the Insurance Policy shall be applied in making good or recouping expenditure, loss or damage suffered or incurred by the Government as a result of you or a Representative providing the Services.
- 14.13 You shall notify the Government forthwith of any changes to any of the policies, or of any claims or potential claims which have arisen to which the insurer(s) of the above policy or policies may be required to respond.
- 14.14 The policy clause "Other Insurance" or "Excess Insurance" shall not apply to any insurance coverage currently held by The Government of Bermuda, or to the Government of Bermuda's Self-Insured Retentions of whatever nature.
- 14.15 If you subcontract any Services, you shall ensure that each subcontractor maintains insurance coverage with policy limits of at least the amounts stated above.
- 14.16 The insurance requirements set forth above do not in any way limit the amount or scope of your liability under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the Government is willing to accept to help ensure full performance of all terms and conditions of this Agreement.
- 14.17 Waiver of Rights of Recovery. You hereby waive all rights of recovery against the Government which you may have or acquire because of deductible clauses in or inadequacy of limits of the Insurance Policy or any policies of insurance that are secured and maintained by you.
- 14.18 Force Majeure: Neither of the parties shall be liable for failure or delay to perform obligations under this Agreement to the extent that this delay is caused by flood, fire and other event beyond its reasonable control (not caused by its own act or negligent omission) ("*force majeure*") but each party shall use its best efforts to perform its obligations notwithstanding the *force majeure* event.
- 14.19 Business Continuity: Where applicable, you shall maintain, test and where appropriate implement business continuity procedures to reduce the risk of force majeure impacting the provision of the Services and upon request, provide such evidence to the Government.
- 15 Non-Solicitation**
- During the Term and for a period of 12 months after expiration or termination of this Agreement, you shall not solicit (whether directly or indirectly) any employee or consultant of the Government who was involved in the performance or receipt of the Services, unless otherwise



agreed to in writing by the Government.

16 Non-Disclosure of Confidential Information

- 16.1 You must ensure that all Confidential Information held by you is protected against unauthorized access, use, copying or disclosure. You acknowledge that the improper use, copying or disclosure of such information could be unlawful.
- 16.2 You will comply with Government's instructions if it has access to personal data as a result of providing the Services.
- 16.3 You may disclose information related to this Agreement to your personnel on a 'need to know' basis as required for the performance of the Services. You will keep strictly confidential any other Confidential Information and you shall only use such Confidential Information as required for providing the Services (and no other purpose).
- 16.4 A breach or anticipated breach of the confidentiality provisions of this Agreement, will cause Government irreparable harm and you agree that monetary damages alone may not be an adequate remedy and, accordingly, that the Government will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance together with all other remedies as may be available in law or equity.
- 16.5 If either you or the Representative fail to abide by the confidentiality provisions at any time, then such failure shall constitute a material breach of this Agreement and you shall pay the Government the equivalent of the Fee paid to you for a 3 month period as liquidated damages, in addition to any attorney's fees and costs of enforcement. You and the Representative shall be jointly and severally liable to the Government under this section.

17 Intellectual Property, Copyright and Ownership

- 17.1 Intellectual Property: You represent and warrant to the Government that you or the Representative have created the Documents for and on behalf of the Government or have obtained a written and valid Consent and assignment of all existing and future intellectual property rights in the Documents.
- 17.2 Documents created under this Agreement shall be original works created by you or the Representative and shall:
- a) not include intellectual property owned by or licensed to a third party except for intellectual property which you have the right to use (including the right to use such intellectual property for the purposes of this Agreement); and
 - b) not subject the Government to any claim for infringement of any intellectual property rights of a third party.
- 17.3 You shall do all things necessary to assign to the Government all existing and future intellectual property rights in the Documents embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, you shall hold legal title in such rights on trust for the Government.
- 17.4 You agree that all Documents and other works created in full or in part by you or the Representative for the Services may be maintained, changed, modified and/or adapted by the Government without the consent of either you or the Representative. Notwithstanding the foregoing, you and the Government may agree in writing that certain identified Document's or designated intellectual property rights will remain with you.
- 17.5 Copyright: Documents and Services and corresponding copyright and other intellectual property in the Documents shall belong to Government, which may utilise those Documents freely (including by adapting, publishing and licensing).



- 17.6 Documents or Confidential Information may not be used or copied for direct or indirect use by you or a Representative after expiry or termination of this Agreement without the express written consent of the Government.
- 17.7 Government acknowledges that you and Representative possess knowledge and expertise relating to the subject matter of the Services (“**Supplier Know-How**”), which may include intellectual property rights in certain pre-existing tools and materials used by you in performing the Services. Nothing in this Agreement is intended to transfer to Government any rights in the Supplier Know-How, which shall remain your property.
- 17.8 To the extent that any Supplier Know-How is included in any Documents and you hereby grant to Government a perpetual, unlimited, royalty-free, non-exclusive right and license to use and reproduce the Supplier Know-How to the extent reasonably necessary to achieve the Objective.
- 17.9 Government logo: You may not use Government’s name or logo for any publicity or marketing purposes, unless consent for such use is provided in writing.
- 18 Term, Termination and Suspension**
- 18.1 This Agreement shall be effective from the Effective Date for the Term. The Services shall commence on the Commencement Date and continue until the Completion Date, whereupon this Agreement shall expire unless terminated earlier in accordance with its terms.
- 18.2 You shall not commence any additional services in the event of notification of termination of this Agreement, however, in the event that services are provided to the Government beyond the Completion Date, the terms and conditions of this Agreement shall continue on a day-to-day basis terminable without cause upon 24 hours prior written notice by either party to the other.
- 18.3 Either party may terminate a Service or this Agreement, in part or in whole, during the Term upon prior written notice without cause in accordance with the termination notice period as set out in Schedule 1.
- 18.4 Government may terminate this Agreement at any time based upon your default of your obligations under this Agreement. The Government, in its sole discretion, may provide you with a notice to cure (“**Cure Notice**”) the breach that would otherwise amount to a basis to terminate this Agreement as a result of your failure to fulfill your obligations hereunder. You shall respond to any such Cure Notice within a reasonable time or within such time as provided therein, and you shall either cure the specified breach or provide assurances to cure the same which the Government, in its sole discretion, deems adequate.
- 18.5 Either party may terminate this Agreement immediately, if the other party:
- commits an irremediable breach; or
 - is subject to a change of control or chooses to discontinue its business; or
 - if the other party has a lack of funding or becomes or is deemed insolvent; or
 - if the other party’s performance is affected by a *force majeure* event which lasts 7 days or more.
- 18.6 In the event of termination of this Agreement, all Fees due and payable shall be paid to you.
- 18.7 Upon expiry or termination of this Agreement, you shall return all Government property or information or you shall irretrievably delete, as commercially practicable as possible, all Confidential Information, stored in any way using any device or application and all matter derived from such sources which is in your possession, custody or power and provide a signed statement that you have fully complied with your obligations under this section, save for any back-up required by law or as required in accordance with your record retention policy.
- 18.8 Upon expiry or termination of this



Agreement, you shall provide Government with all such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to the Government including assisting with the transfer of Data.

- 18.9 The Government may temporarily suspend the Services hereunder and shall confirm such instruction in writing to you.
- 18.10 Upon any such suspension, the Government shall pay all Fees and Expenses up until the time of such suspension of Services. If, following suspension of the Services, there is no resumption within 6 months, this Agreement may be terminated by you, and the Government shall make a payment of all outstanding Fees and Expenses in accordance with this Agreement if such amounts are due.
- 18.11 The Government may issue a written order to resume the provision of Services within 6 months of suspension in accordance with the terms and conditions of this Agreement.
- 18.12 The rights arising under this termination section represent your sole remedy and excludes common law rights to terminate and claim damages for Loss you may suffer under this Agreement.

19 Data use and Transfer

- 19.1 Upon request by the Government prior to or within sixty (60) days after the effective date of termination, you will make available to Government a complete and secure (i.e. encrypted and appropriately authenticated) file of Data in a format to be agreed at the time including all schematics and transformation definitions and/or delimited text files with documented, detailed schematic definitions along with attachments in their native format.
- 19.2 You will be available throughout this transfer of Data period to answer questions about all elements of the Data transfer process so that Government may fully access and utilize the transferred Data.

19.3 If required, you shall manage the transfer of all Data and technical assets to a service provider of the Government's choice, at your Expense.

19.4 You shall guarantee that the Source Code shall be fully source controlled with a complete history of all changes. The Source Code shall adhere to professional standards in terms of quality and organisation where necessary to allow other Government to be able to access and use the Source Code.

20 General

- 20.1 Any notice or other communication required to be given under this Agreement shall be duly given or served if it is in writing (for the purposes of this section, a notice shall be deemed to be in writing if it is in the form of a printed or hand-written letter or other document, or in the form of an e-mail message), signed and delivered by hand or sent by prepaid recorded post to the address of the party as first set out above (or such other address as is notified in writing to the other party from time to time); or sent by e-mail to the e-mail address of the party as provided by that party (or such other e-mail address as is notified in writing to the other party from time to time).
- 20.2 Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from the Effective Date.
- 20.3 This Agreement together with any documents referred to in it supersedes, extinguishes and replaces all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or otherwise between the parties relating to the Services and is the complete agreement between the parties.
- 20.4 Any amendments to this Agreement shall be made in writing and signed by each party.
- 20.5 You may not assign or transfer any rights or obligations under this Agreement (for



- example assigning or factoring invoices) without the Government's written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Agreement. Government may transfer its rights and obligations under this Agreement.
- 20.6 You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the Government and you shall not hold yourself out as such.
- 20.7 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 20.8 The doctrine of *Contra Proferentem* shall not be applicable in this Agreement.
- 20.9 Expiry or termination of this Agreement in any manner shall not release you or a Representative from any liability or responsibility with respect to any representation or warranty. Sections related to indemnification, limitation of liability, non-disclosure of information and intellectual property shall survive termination of this Agreement.
- 20.10 Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.
- 20.11 You consent to the Government processing data relating to you for legal, administrative and management purposes. The Government may make such information available to those who provide services to it (such as advisers and payroll administrators), regulatory authorities and governmental or quasi-governmental organizations including those outside of Bermuda.
- 21 Governance**
- 21.1 You will inform Government promptly of all known or anticipated material problems relevant to the delivery of Services.
- 21.2 You agree to provide the Government (and, if Government requests in writing, its auditors and competent regulatory authorities) with full information on the provision and delivery of the Services in an open and cooperative way and attend meetings with the Government to discuss the Services and this Agreement. The Government may disclose any information relating to this Agreement to a regulator or auditor.
- 21.3 You will notify the Government immediately if you have any actual or potential conflict of interest which might affect your ability to provide the Services.
- 22 Retention of Confidential Information, Records and Audit**
- 22.1 You will retain any part of, or all, Confidential Information during the Term and following expiry or termination of this Agreement until all appeals processes are complete in the event of any litigation in connection with the Services. The Government will have full access to and the right to examine any documents connected to the Services, at any time during this period. The Government must be notified, in writing, prior to any of the aforementioned documents being destroyed.
- 22.2 You shall retain all records pertinent to this Agreement for a period of 3 years following expiration or termination hereof.
- 22.3 You shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Canadian Generally Accepted Accounting Principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Government, including all receipts, invoices, payroll records and/or other documentation used to substantiate requests for payment hereunder. At any



time or times before final payment and for 3 years thereafter, the Government may cause your records to be audited by a duly authorized Public Officer. Records required to resolve an audit shall be maintained for a period of not less than 3 years following resolution of the audit or any arbitration or litigation arising hereunder.

- 22.4 The Government reserves the right to conduct periodic visits to your premises and/or audits after the commencement of this Agreement to ensure continued compliance.
- 22.5 Any payment or payment request may be reduced by amounts found by the Government not to constitute allowable costs. In the event that all payments have been made to you by the Government and an overpayment is found, you shall reimburse the Government for such overpayment within thirty (30) days following receipt of written notification thereof.
- 22.6 Duly authorized Public Officers shall have full access to and the right to examine any of the records pertinent to this Agreement at all reasonable times for as long as such records are required to be retained hereunder.
- 22.7 You shall include the aforementioned audit and record keeping requirements in all subcontracts and assignments, if any, made in accordance with this Agreement.

23 Electronic Communication

Government may communicate with you by email. The internet is not secure and messages sent by email can be intercepted. You shall use your best efforts to keep your security procedures current and all communications by email secure.

24 Governing law

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

25 Dispute Resolution

- 25.1 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.

- 25.2 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.
- 25.3 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.
- 25.4 In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages.
- 25.5 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.



IN WITNESS WHEREOF, the parties, or their authorized representatives, have read and agree to the terms and conditions of this Agreement on the Effective Date.

SIGNED by a duly authorised officer for and on behalf of the Government	Signature:
	Print Name:
	Title:
SIGNED by the Supplier or a duly authorised for and on behalf of the Supplier	Signature:
	Print Name:
	Title:

**SCHEDULE 1**

This appendix is incorporated into the Agreement. Capitalized terms used but not defined in this appendix will have the meanings given to them in the Agreement. If a term in this appendix conflicts with a term in the Agreement, the provisions of this appendix will prevail to the extent of such conflict.

1. **Objective:** The Government of Bermuda, Ministry of Public Works is soliciting responses from experienced Companies to provide a Trial Advanced Metering Infrastructure (AMI) proposals for the Ministry of Public Works Water and Sewage Section.

2. **The Government**

Ministry:			
Department:			
Address:			
Tel No.:		Mobile No.:	
Email address:			
Government Contact:			
Tel No.:		Mobile No.:	
Email address:			

3. **Supplier and Service specific conditions:**

Supplier Name:			
Address:			
Home Tel:		Mobile No.:	
Email address:			
Commencement Date:			
Completion Date:			
Termination Notice Period:		30 days	
Hourly Fee payable in arrears:		BMD\$	
Special Conditions related to the Fee:			
Payroll Tax #:		Social Insurance No.:	
Insurance Coverage:		BMD\$1,000,000 Professional Liability	



4. **Services provided by the Supplier**

This proposal will be a pilot to principally test communication systems available on the island. There will be a field deployment of ten meters and associated advanced metering hardware to operate in Bermuda over a set period to obtain a six month trial operation of the communications systems. At the conclusion of the six month trial period, an evaluation of the systems will be made on the following basis:

- Continuity of communications for trial period
- Breakdowns of system
- Breakdowns of equipment

The respondent shall describe proposed architecture of the following items in an AMI system:

Software and Hardware Architecture Roadmaps for each of the Proposed Products

Communication infrastructure from the meter to the AMI server.

AMI control computer - Include a diagram with all hardware elements. Network switches, hubs or additional infrastructure changes required.

The respondent shall provide a software architecture diagram and a description of all of the proposed software, including all third-party middleware etc. Descriptions shall include version numbers of all products.



APPENDIX 1

Statement of Work

The respondent shall include for the supply of 10 meters 5/8" diameter. The meters are to be installed at selected locations by Government personnel.

The respondent shall supply meter interface units (MIU) compatible with the meters supplied. The respondent shall include for site personnel to be in attendance at each of the selected metering points to supervise the installation of the MIU and initiate the communication with the data collection system. The system shall include provisions to ensure data transmission accuracy (for example, error checking), security (for example, encryption), and immunity from outside (electromagnetic) interference as well as fading and other forms of signal degeneration or attenuation (such as multi-path fading) to prevent accidental loss or interception of customer or meter reading data. Describe how this is accomplished. All transmitter devices must conform to the radio frequency safety requirements which the Bermuda Regulatory Authority recognizes and must be approved by the US FCC.

Describe the organization structure that the Respondent will provide to supplement the Government's project team and support this project. Describe how the Respondent's staff will interact with the meter/transmitter installation team. Name the personnel that are planned to be assigned to the Project, their roles and responsibilities. Provide a list of project staff's experience in delivering projects of similar size and scope. Note: The Government may interview and/or review resume information about implementation team members as part of the final selection and negotiation process.

Annex B – Subcontractor Company Information

(Note: all sheets form part of the proposal)

Will subcontractors be used for this work Yes No, if yes, please state what service this subcontractor will performed or what goods this subcontractor will provided below:

If no subcontractors will be used skip this annex, below. Otherwise, list all subcontractors that will be used for this work. **Submit multiple copies of Annex E, one for each Subcontractor included in this Proposal.**

1. **Subcontractor Name** _____

Contact Person _____

Phone numbers: Cellular _____ **Telephone** _____

Email Address: _____

2. **Principal(s), Director(s), and Shareholder(s) of the Company:**

5. **What is the corresponding % of the bid prices will this subcontractor perform** _____%

6. **Company Insurance details:**

Commercial Third Party Insurance carried: BD\$ _____

Workers Compensation Insurance carried: BD\$ _____

7. **Company's Bermuda Payroll Tax No.:** _____

8. **Company's Bermuda Social Insurance No.:** _____

9. **Company Banking Details:**

Name and address of principal bankers:

Include a letter from principal bank confirming credit status of Bidder.

10 **Do you have any involvement with other entities that may be seen as a conflict of interest? If so, please provide details:**

Annex B Subcontractor Information

RFP – AMI Meter Trials

Annex B Subcontractor Company Information (continued)

11. Number of Employees/Bermudians

Please indicate the total number of persons employed by the subcontractor and the number and percentage of Bermudian employees.

TOTAL NUMBER OF STAFF	
NUMBER OF BERMUDIAN	
NUMBER OF NON-BERMUDIANS	
PERCENTAGE OF BERMUDIANS	

12. Attach a copy of the Company`s Certificate of Incorporation (if applicable)

13. Safety, Health and Environmental Policies

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copies are attached Yes_____ No_____

14. Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

By signing this Annex E, I certify this information provided is true and correct.

Signed: _____

Print Name: _____

Title: _____ Company: _____

Date: _____

Annex B Subcontractor Information

RFP – AMI Meter Trials

ANNEX C LOCAL BENEFITS
(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	BERMUDIAN		APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)
		NON	BERMUDIAN	

Number of employees/Bermudians

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

NUMBER OF NON-BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

Will the proponent use local businesses in their supply chain?

Yes _____ No _____

If no, then please provide an explanation_____

Will the proponent use local sub-contractors (if applicable)?

Yes _____ No _____

If no, then please provide an explanation_____

If yes, proponents must complete Annex E Subcontractor Company Information.

Safety, Health and Environmental Policies

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copy attached Yes_____ No_____

Provide a copy of the proponent's **Certificate of Incorporation** (if applicable).

Annex D - Personnel Qualifications and Project Experience

(Note: all sheets form part of the proposal)

Note: Include brief resumes for all personnel identified in this Annex .

Proponent Name: _____

Project Manager

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

Site Supervisor

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

Similar Project Experience

Starting year	Ending year	Contract Identification	Role of Proponent
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	