



**Ministry of Health**

**Ministry of Health Headquarters**

**Request for Quotations  
For  
Pandemic Administration**

Request for Quotations No.: **PA-01**

Issued: **Monday February 22, 2021**

Submission Deadline: **Wednesday April 07, 2021 12:00:00 AM AST**

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

## **1.1 Invitation to Respondents**

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Pandemic Administration**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

### **Introduction**

The Ministry of Health (the Ministry) is pleased to release this Request for Quotation (RFQ) inviting responses for a Cloud Based Pandemic Administration software package (Software as a Service) for the Government of Bermuda.

The services will include consultation with Ministry medical and administrative staff to ensure the development of a system that will allow the effective management of the Covid-19 pandemic. The project will be a critical step in continuing the Government's sound management of the pandemic to ensure that Bermuda has the opportunity to recover and prosper.

The Ministry is responsible for the management and development of effective mechanisms to identify Covid-19 infections in the community and enable testing of residents and travelers coming into the country. The Ministry includes the Department of Health (the department) which is responsible for overseeing the testing and vaccination programs.

### **Background information**

The Ministry has led the pandemic response since February 2020. The project's objective is to provide a software platform to manage Covid-19 testing, Travel Authorizations and Vaccinations Registration and Scheduling until the end of the pandemic.

### **The Agreement**

The Ministry anticipates the selected respondent, in accordance with this RFQ, will enter into an agreement (the agreement) with the Government to provide the services. The information associated with this RFQ includes a draft of the agreement substantially in the form that will be executed by the parties.

## **1.2 RFQ Contact**

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

Kevin Monkman, Consulting Infrastructure Manager, Ministry of Health.  
Email: kmonkman@gov.bm

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the

RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's quotation.

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

Kevin Monkman, Consulting Infrastructure Manager, Ministry of Health.

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

prior to the Submission Deadline noted in the RFQ Timetable below.

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

### 1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the "Agreement"). It is the Government's intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of two (2) Years, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to two (2) Years.

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

### 1.4 RFQ Timetable

Issue Date of RFQ	Monday February 22, 2021
No Pre-Bid / Site Meeting	
Deadline for Questions	Friday March 05, 2021 4:00 PM
Deadline for Issuing Addenda	Monday March 08, 2021 4:00 PM
Submission Deadline	Wednesday April 07, 2021 12:00:00 AM
Anticipated Execution of Agreement	Friday April 16, 2021

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

### 1.5 Submission of Quotations

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

Quotations must be submitted to:

Hard copy submissions to be delivered to:  
Ministry of Health  
25 Church Street

Hamilton HM 12  
Attention Kevin Monkman  
State: Do not open until March 26, 2021  
Email submission to be delivered to kmonkman@gov.bm.

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

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

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

Respondents shall submit 2 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail. Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Wednesday April 07, 2021 12:00:00 AM. The full legal name and return address of the respondent should be marked on the package as well.

### **1.5.4 Amendment of Quotations**

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

### **1.5.5 Withdrawal of Quotations**

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

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The Government will conduct the evaluation of quotations in the following stages:

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

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The Government will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

### **2.4 Stage III – Pricing**

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

### **2.5 Selection of Top-Ranked Respondent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

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

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

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

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

#### **3.1.2 Quotations in English**

All quotations must be written in the English language only.

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

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

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

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

#### **3.1.5 Information in RFQ Only an Estimate**

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information and empirical data contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

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

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

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

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

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

The Government makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with

others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Equivalency**

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The respondent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Respondents to Review RFQ**

Respondents shall promptly examine all of the documents comprising this RFQ, and

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

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

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

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

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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



### **3.2.4 Verify, Clarify and Supplement**

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

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Respondents**

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

#### **3.3.2 Debriefing**

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

#### **3.3.3 Procurement Protest Procedure**

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

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

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

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

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

### **3.4.2 Disqualification for Conflict of Interest**

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

### **3.4.3 Disqualification for Prohibited Conduct**

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

### **3.4.4 Prohibited Respondent Communications**

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

### **3.4.5 Respondent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

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

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

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

### **3.4.8 Past Performance or Past Conduct**

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

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

### **3.4.9 No Collusion**

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

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Government**

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

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

### **3.5.2 Confidential Information of Respondent**

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

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

### **3.6.1 No Process Contract**

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

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

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

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

### **3.6.3 Non-Binding Price Estimates**

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

### **3.6.4 Cancellation**

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

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

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

## **3.7 Governing Law and Interpretation**

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

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

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

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

As indicated in the draft agreement, the service provider will receive a series of milestones payment in exchanges for completion and acceptance of the deliverables identified in the agreement. Respondents are required to provide an estimate per milestone in their proposal and guaranteed maximum prices.

See Annex A - Form of Agreement (Appendix A)

## APPENDIX B – SUBMISSION FORM

### 1. Respondent Information

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

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

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

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

### 4. Non-Binding Pricing

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

### 5. Addenda

The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, \_\_\_\_\_ to \_\_\_\_\_ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word "None". The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

### 6. No Prohibited Conduct

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

### 7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

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

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

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

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



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**8. Disclosure of Information**

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

I have the authority to bind the respondent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

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

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

2.2 The respondent is in a stable financial position

Following financial checks, i.e., checking a bank reference, the following scores should be awarded. 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, and the Tax Commissioner, the following scores should be awarded: 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

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

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
  - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the respondent does not accept the correction

of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

**3. Required Pricing Information**

<b>Deliverable Category</b>	<b>Pricing Structure</b>	<b>Instructions</b>	<b>Price</b>
Infrastructure Build	Lump Sum	Include estimated hours for reviewing technical requirements, work flow, coding, testing and other components of the Infrastructure Build.	
Operational and Technical Support	Hourly	Provide details on the level of support provided, the number of hours of support per year, upgrades, and other details included in Operational and Technical Support.	

## APPENDIX D – RFQ PARTICULARS

### A. THE DELIVERABLES

#### Infrastructure Build

##### Part 1: COVID-19 Scheduling and Results Portal

Create a portal to:

- enable Bermuda residents to schedule COVID-19 testing,
- allow Health staff to trigger their tests as started, and
- enable labs to update test results.

##### Part 1 Requirements:

1. A public-facing test booking calendar system allowing residents to pick dates and times for their COVID-19 test. The Department of Health staff would maintain availability in the calendar.
2. A test booking would trigger a booking confirmation email with the test date and test location.
3. Department of health could log in to the portal to:
  - a. View who is registered for testing.
  - b. Edit or cancel test bookings.
  - c. When people show up for testing on the day, set the test status for the test record to “started” to signal to the lab to expect a test sample.
  - d. Print lab confirmation forms for all those scheduled for testing.
  - e. Print lab sample labels for all those scheduled for testing.
  - f. For those that show up for testing without an appointment, access to a test inventory that would allow the department of health staff to book a test on the spot, and generate a label and lab confirmation form.
  - g. View the testing history of everyone in the system.
4. Labs could log in to a portal to:
  1. View all tests that have been started.
  2. When those tests are processed and results are available, update the test results.
  3. If the test result is negative, an automatic email will be sent to the person who has been tested to notify them.
5. Various stakeholder groups in the community could get access to a customized version of the portal to allow them to regularly test their patient, staff and client populations, including:
  - a. Community physicians: Physicians need individual logins to the portal to view test results for any patient for whom they are listed as the personal GP on the test booking. They also need the ability to log tests they conduct in their office in the system: book a test in the portal and “Start” the test before they send it to the lab for processing.
  - b. Rest Homes: (20 facilities): Each Rest Home needs a login to the portal to set up permanent staff records and resident records, add a test against those permanent records, book a test in the portal, “Start” the test before they send it to the lab for processing.
  - c. Department of Corrections: Each Correctional Facility needs a login to the portal to set up permanent staff records and inmate records, add a test against those

- permanent records, book a test in the portal, “Start” the test before they send it to the lab for processing.
- d. Occupational Health Screenings: A public-facing web portal should allow members of the private sector to set up a record for themselves, against which Department of Health can add tests and “Start” the test before they send it to the lab for processing.

## **Part 2: Traveller Authorization System**

Expand the lab portal to have features allowing travellers coming to Bermuda to apply for a travel authorization, for the application to be vetted by Department of Health staff, and for approved travellers to be emailed a Travel Authorization document.

### Part 2 Requirements:

1. Web portal for the inbound passengers to register for a Travel Authorization, with a credit card payment option to pay for a travel authorization application. The system must not store full credit card details.
2. A visitor portal:
  - a. The application form would include pre-arrival test uploads as mandatory.
  - b. When submitting the application, adults are charged \$75, children 9 and under are charged \$30.
  - c. Fees must be paid using a credit or debit card using an identified payment gateway.
  - d. Payments must be linked to the Government of Bermuda, Accountant General's payment receipting system (E1).
  - e. Applications are vetted by the Department of Health COVID hotline team to check on the validity of pre-arrival test uploads. The Department of Health team has the ability to view the uploaded test result, approve or reject the application.
  - f. Approved applications automatically generate a Travel Authorization document that is emailed to the traveller.
3. A resident portal:
  - a. The application form would include pre-arrival test uploads as optional.
  - b. When submitting the application, adults are charged \$75, children 9 and under are charged \$30.
  - c. Applications are automatically approved, but anyone who uploads a test will have it vetted by the Department of Health COVID hotline team to check on pre-arrival test uploads' validity. The Department of Health team has the ability to view the uploaded test result, and notify the traveller of consequences:
    - i. If the test result is approved, no further action is needed.
    - ii. If the test result is rejected, an automated email is sent to the traveller letting them know that they will be expected to quarantine on arrival.
  - d. Approved applications automatically generate a Travel Authorization document that is emailed to the traveller.
4. A mariner portal:
  - a. This portal will have the same pricing and functionality as the resident portal, but fields captured in the application form will differ slightly.
5. A crew portal:

- a. This portal will have the same functionality as the resident portal, but there will be no charge to apply.
- 6. Portal for Traveler check-in on arrival:
  - a. When a traveller arrives in Bermuda, port health staff should have the ability to bring up their traveller authorization record, book an arrival test for the traveller, and “check-in” the traveller for their test. The check-in process would flag the arrival test as “started” in the system to notify the lab to expect a lab sample for processing (see Part 1 requirements).
  - b. Should a traveller be a resident requiring a quarantine bracelet, the portal would have a way of tagging these travellers and allow port health staff to charge these travellers for their quarantine bracelet (\$30) and a rental phone if one is needed (\$50).
  - c. A report would be available to the port health team showing all charges applied to travellers, based on their traveler authorization number.
- 7. Portal for monitoring traveller testing:
  - a. Once a traveller is tagged as arrived, the system would generate their on-island tests according to the traveller testing regime set out in the Quarantine (COVID-19) (No.3) Order 2020.
  - b. The traveller tests would be available for test check-in and monitoring in the portal described in Part 1.
- 8. Portal for VIP traveller testing:
  - a. Some travellers may choose to meet their traveller testing requirement through private testing suppliers. These private testing suppliers need to be able to find the scheduled traveller tests and re-assign them to their private testing facility.

### **Part 3: Vaccinations Administration**

Starting January 2021, the Government of Bermuda is registering adults for appointments to receive the COVID-19 vaccine. Adults will be asked to register for vaccination through a patient registration portal. Registrations will then be triaged according to a vaccination priority list. Those prioritized for appointments will have their first appointment booked, and a second appointment 21 days after their first appointment.

#### Part 3 Requirements:

1. A public-facing registration form to allow adults to register via the internet.
  1. The fields in the form must have validation to make sure that registrations are clean, such as:
    1. Date of Birth in British date format
    2. Name without blanks at the start and no symbols
    3. Email
  2. Custom fields can be added by the end user in date, text, or number format.
2. The data entered in the registration form must analyze patient registrations already in the system and refuse duplicate registrations or auto-merge registrations where the combination of First Name, Last Name and Birth Year are the same.
  - a. A list of those already registered will be provided for import into your system as the starting reference list of registrations to scan for duplicates
3. The system must auto-assign two appointments to all those successfully registered, in a defined priority order based on registration form inputs (e.g. by age, or risk factor).

- a. The 1<sup>st</sup> appointment is scheduled as the first available appointment in the system. and
  - b. the 2<sup>nd</sup> appointment is scheduled as the first available appointment 21 calendar days after the first appointment.
4. When a patient's appointments are booked, they will receive an automated email with the time and the location of their appointments and a reference/tracking number.
5. The system requires the ability to have an appointment availability management feature where administrators can set how many appointments and the times that are available on a given day, the location of the appointment, the time allowed per appointment, and the number of stations available for appointments.
6. This appointment calendar requires the ability to be able to create unlimited locations by the administrators.
7. The system must have the capacity to book 800+ appointments per day.
8. The Vaccination Hotline Team with the ability to access they system to:
  1. View patient registrations.
  2. Edit patient registrations.
  3. Cancel patient registrations.
    1. When an appointment is cancelled, all future appointments must also be cancelled.
  4. View appointments against a patient registration.
  5. Ability to change appointment dates: If 1<sup>st</sup> appointment date changes, 2<sup>nd</sup> appointment should also change to be 21 days later.
  6. Ability to change appointment locations.
  7. Manage the availability of the appointments calendar.
9. The system must have the ability to programmatically bulk upload current patient registrations (all new appointments and changes made to appointments) into another Government application on a set schedule.
10. All data in the system must be exportable in Excel/csv format.
11. Physician offices will also be vaccinating individuals. Patients vaccinated through physician offices will need to have registered first. Physicians will then need a way to access the registration system to log patients they have vaccinated.
12. Need ability to register walk ins to the vaccines clinics.
13. Need ability to select from several vaccine types. Some vaccines require one dose and others require two doses.
14. Vaccine inventory management module – manage how many doses of each vaccine are available and how many should be remaining depending attended appointments.

## **Operational and Technical Support**

Bidders must be able to provide the following operational and technical support:

- Migrate data from any existing systems such as excel spreadsheets, or Share point.
- Produce templates for all required documents - letters, licenses, certificates etc.
- Provide Project Management and support during preparation up to the system going live and following the go-live date to ensure successful installation and individualization of the product.
- Train staff on how to operate the new system.

- The system must be fully hosted and managed by the Supplier. The Government should not have to purchase any additional servers.
- Fully integrate the system with other Government systems such as to allow online payments etc. and linkages to email systems.
- Provide updates for legislative changes.
- Provide upgrades remotely.
- Provide access to a support team.

## **B. MATERIAL DISCLOSURES**

N/A

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

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

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

#### **Certificate of Confirmation of Non-Collusion**

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

#### **Certificate of Incorporation**

Each Proposal must include a signed copy of their Certificate of Incorporation.

#### **Technical Proposal**

##### **Technical Proposal Submission Requirements**

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

Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of single-lined, typed, 8 1/2" X 11", piece of paper.

1. Title Page Show the RFQ number and subject, the name of your firm, address, telephone number(s), name of a contact person, and date.
2. Table of Contents
  - a. Identify the materials by section and page number.



3. Letter of Transmittal (Limited to two (2) pages)
    - a. Briefly state an overview of your firm and the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified. State your approach to the project with a timeline and deliverables.
    - b. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
    - c. The letter must be signed by a corporate officer or other individuals who have the authority to bind the firm.
  4. Experience
    - a. Detail the firm's experience in the same or similar areas of expertise, stability, and adaptability to provide the required services.
    - b. Provide at least three (3) examples of projects completed that are similar in size and nature. These projects must have been completed by current members of your staff. Include a point of contact, telephone number, and a brief description of the services provided.
  5. Primary Account Representatives
    - a. Provide detailed information on the qualifications and experience of the Primary Account Representatives as it relates to the required services. Provide details of each representative's background, education, experience, and an average number of accounts of the representative are to be assigned to the account.
  6. Key Project Staff
    - a. Identify key project staff expected to provide services on behalf of the firm. Resumes should be included for each of the individuals referenced. The Government prefers the project will be completed in its entirety by your in-house team and subcontractors will not be used.
  7. Available Resources
    - a. Provide information on your firm's resources, which indicates that you have access to the services necessary to perform the work.
  8. Contractor Location
    - a. Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract. (Vendors residing and delivering primary services within Bermuda will be eligible for local Benefit points).
  9. Project Methodology and Approach
    - a. Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Appendix D. Describe the overall approach to include any special considerations which may be unique to Government and Bermuda's environment. Specify detail information ownership rights, data, documentation, source code.
    - b. Provide a copy and list the standard Technology and Service Level agreements details.
    - c. Detail the hardware necessary to house the application.
    - d. Specify file and data storage requirements.
    - e. State how user will access the application, if applicable.
    - f. State the type of license agreements that are available. (End user license agreement EULA, GNU General Public license, Proprietary, users, device or workstation, shared, networked or concurrent use, site, seat, enterprise, pay for use or volume) Perpetual, or Non perpetual license or subscription.
    - g. State what are the implementation and training options.
    - h. Schedule and milestones.
-

- i. Outline the schedules, milestones and milestone payments.

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

##### **Ability and Experience of Producing and Managing an Appropriate IT System**

Respondents must have the ability and experience of producing and managing an IT system which provides the following functions:

- Allow the local community to make appointments for Covid-19 tests.
- Allow Covid-19 testing labs to upload and update test results.
- Provide a platform for the Department of Health staff to monitor test results.
- Allow persons traveling to Bermuda to apply for and submit documentation for a Travel Authorization.
- Allow staff to review Travel Authorization applications and issue the Authorizations.
- Monitor traveler compliance with COVID-19 regulations set out in the Quarantine (COVID-19) (No.3) Order 2020.

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

##### **Financial Checks**

Prior to awarding a contract to the selected bidder(s), the contracting department will perform financial checks to confirm whether the bidder is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the bidder is a proper legal entity that is in good standing.

##### **Insurance**

1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or property damage arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

#### **F. RATED CRITERIA**

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

Prior to making a final selection, the Government will determine whether to conduct oral presentations. The decision will be based on the quality and quantity of responses received. If it is determined that oral presentations are needed they will be conducted at no expense to the Government. The oral presentation may be by phone or in person. In-person presentations will take place as directed by the Government on a yet to be determined date at no expense to the Government.

As part of the selection process, the Government reserves the right to interview, either in person or via phone, all candidates for on-site staff that is proposed to perform the work defined within this RFQ. The Government may also request a change to respondents staffing after a respondent has been selected if upon on-site efforts the Government deems the relationship to not be acceptable. Replacement staff will be subject to additional interviewing and approval by the Government at no additional cost to the government.

The Government reserves the right to require a demonstration (demo) of the software. The demonstration may also be presented in a proof of concept, a trial period or pilot program.

#	Category	Weighting (%)	Threshold
1	Pricing	25	N/A
2	Experience and Meets Technical Requirements	25	N/A
3	Team Knowledge and Experience	20	N/A
4	Social Economic and Environmental (Local Benefits)	30	N/A
<b>Total Points</b>		100	

**1. Pricing**

See Appendix C - Pricing

**2. Experience and Meets Technical Requirements**

Each respondent should provide the following in its proposal:

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

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

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government’s needs?
- Does the bidder clearly demonstrate the ability to meet the Government's requirements?
- Does the respondent have the support capability required?
- Can the respondent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the bidder performed well on previous Government Projects?
- Is the bidder able to complete the work within the required timeframe?

- Does the bidder offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the bidder have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the bidder's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the bidder again?

### **3. Team Knowledge and Experience**

Proposals shall be evaluated on the following:

- The proposal outlines respondent's qualifications, industry experience, licenses and strengths of the firm.

### **4. Social Economic and Environmental (Local Benefits)**

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

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

See Annex B - Social Economic and Environmental

# APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

## Notes for the Respondent

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

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

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

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

## Confirmation of non-collusion

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

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

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

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

Signed

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of \_\_\_\_\_