



Cabinet Office

Office of Project Management and Procurement

**Request for Proposals
For
Spend Analysis Services**

Request for Proposals No.: OPMP/003/S/2019

Issued: Tuesday November 19, 2019

Submission Deadline: Thursday December 19, 2019 04:00:00 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 **Spend Analysis Services** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government spends between \$200 to 300 million (depending on capital expenditures) on goods and services annually. Visibility of that expenditure data is instrumental to the senior management and the procurement team's efforts to enable cost-saving, reduce costs, improve efficiency and more actively manage indirect spend across the Government.

The Government wishes to engage a spend analytics service provider who will:

- Perform a Spend Analysis of one fiscal year of Government spend data, which consists of 12 consecutive months.
- Provide visibility of the key information about the Government's spend; suppliers; departments; geographic spend data (local vs international); currency types; contract visibility and transactions, etc., that will be used to inform executive decision making; identify cost savings opportunities; increase efficiency; reduce risk in the procurement of goods and services from third parties and prioritize top spending categories;
- Inform the Government as to how the data exchange will occur and the formatting requirements.
- Deliver data which has been consistently cleaned; duplication removed; normalized; accurately classified; categorized and collated by the third party;
- Deliver an easy to use SaaS-based analytical toolset which provides summary visibility of expenditure data and drills to detail capabilities;
- Provide support, training, and guidance in the utilization of the web-based managed service analytical toolset;
- Ensure that the final analytics generated by this project will enable informed decision making by key users; senior management and procurement and enable the implementation of best practice sourcing.
- Complete the spend analysis process within the shortest possible time.
- Indicate the SaaS tool hosting in their proposal and associated costs.

The successful proponent will deliver the above in their proposed solution to the Government, along with samples of structured reports and access to a reporting dashboard for three or more Government staff.

1.2 RFP Contact

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

Mrs J. Horsfield at email procurement@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

Mrs J. Horsfield at email procurement@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 requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of Ten (10) weeks, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to N/A.

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	Tuesday November 19, 2019
Pre-Bid / Site Meeting	Tuesday December 10, 2019 10:00 AM
Deadline for Questions	Thursday December 12, 2019 4:00 PM
Deadline for Issuing Addenda	Tuesday December 17, 2019 4:00 PM
Submission Deadline	Thursday December 19, 2019 04:00:00 PM
Rectification Period	3 business days
Anticipated Ranking of Proponents	Monday January 06, 2020
Contract Negotiation Period	7 calendar days
Anticipated Execution of Agreement	Friday January 31, 2020

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.

The Government will conduct a pre-bid teleconference to answer any questions potential bidders may have regarding the procurement process and the Request for Proposal (RFP) content. In this call, we will cover the overview of our requirements, key dates, RFP document sections, appendixes/annexes overview, the mandatory submission requirements, and the RFP communication process.

The teleconference call-in number and participant code will be provided close to the actual pre-bid conference date. This information will be provided within an addendum and the pre-bid conference call should take approximately 1 hour.

Questions need to be sent to procurement@gov.bm before the pre-bid teleconference call. We ask that in the subject line of the email mention the title of the RFP.

Addendums will be published on <https://www.gov.bm/procurement-notice>

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Hard Copy Submissions
Cabinet Office
Office of Project Management and Procurement
2nd Floor, General Post Office Building
56 Church Street
Hamilton Bermuda
HM 12

Attention Mrs. J. Horsfield

Re: Proposal – Spend Analysis Services

Electronic mail (E-Mail) submissions are accepted at procurement@gov.bm.

In the subject line of the email, please state the RFP title. Your proposal must be submitted in MS Word and Adobe PDF format. If documents are larger than ten (10) MB please send them within a zip file.

1.5.2 Proposals to be Submitted on Time

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

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents shall submit at minimum 2 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Thursday December 19, 2019 04:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

1.5.4 Amendment of Proposals

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

1.5.5 Withdrawal of Proposals

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

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

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

2.2 Stage I – Mandatory Submission Requirements

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

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

2.4 Stage III – Pricing

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

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

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

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

2.5.2 Contract Negotiation Process

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

2.5.3 Time Period for Negotiations

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

2.5.4 Failure to Enter into Agreement

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

2.5.5 Notification of Negotiation Status

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

3.1.2 Proposals in English

All proposals must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by the Government

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Government makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

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

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Government may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

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

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Past Performance or Past Conduct

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

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

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Government by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

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

- irregularities require cancellation in the interest of fairness.

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

3.7 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

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

See Annex A - Sample Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Proponent Information

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

2. Acknowledgment of Non-Binding Procurement Process

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

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

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

6. No Prohibited Conduct

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

7. Conflict of Interest

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

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

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

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

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

8. Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

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 40 points of the total score.

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

2.1 Price Evaluation

Fixed Price Evaluation

Unless stated otherwise in the RFP documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent. The proponent shall fill in separate prices for all items described in the Pricing Form.

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:

Lowest Price divide by Proponent's Price times weighting = Proponent's pricing points.

2.2 The proponent 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 proponent has no outstanding Government debt

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

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

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

3. Required Pricing Information

See Annex B - Pricing Form

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Spend Analysis - Data Transformation

The Government of Bermuda spends between \$200 to 300 million (depending on capital expenditures) on goods and services annually. Visibility of that expenditure data is instrumental to the senior management and the procurement team's efforts to enable cost savings, to reduce cost, be more efficient and more actively manage indirect spend across Government. While the Government's existing financial management systems are adequate for financial management and budgeting purposes, the data derived from these systems may be incomplete and/or inappropriately classified use in for automated spend analysis processes. No specific amount or percentage of spend reduction goals has been disclosed at this time however the visibility of the expenditure data will help decision-makers determine those numbers for the future.

The Government is looking for a sophisticated, scalable and public sector-specific methodology to address the “data-deficit” by rapidly transforming its spend, supplier and contract data into actionable business intelligence. Clean spend data is required if the Government's senior management and procurement team are to understand where efforts should be focused to effectively change its spending decisions.

The Office of Project Management and Procurement is seeking proposals for a third party to provide data enrichment and classification spend analysis services to make Government's expenditure data more useful for analytical purposes, and to provide an easy-to-use toolset for analyzing the data after transformation.

Spend Analysis is the focus and cleaning the expenditure data to allow for visibility of key information for senior management and procurement is the expected outcome to realized cost reductions and much more.

The Government uses the JD Edward Enterprise One plus other systems to capture the Government spends data. The volume of data and the number of spend items or records per month/per year in this system is unknown at the time of the RFP release. The number of years of history to be analyzed may be from one up to three years. The number of users providing spend related data will be at least two and at least twenty users will be accessing the completed analysis. The analytical tool and dashboard should permit a minimum of three concurrent Government users.

The spend data provided by the Government must be protected and secured. The service will be governed by broader legislation, regulations, and policies to which the successful proponent must adhere. Ensuring the security and protection of personal and corporate information remains a priority with the Government and all services and processes must adhere to all relevant legislation including but not limited to those related to privacy and the handling and storage of information.

The Government wishes to engage a spend analytics service provider who will:

- a. Perform a Spend Analysis of one fiscal year of Government spend data, which consists of 12 consecutive months.
- b. Provide visibility of the key information about the Government's spend, suppliers, departments, geographic spend data (local vs. international), currency types, contract visibility and transactions, etc., that will be used to inform executive decision making, identify cost savings opportunities, key suppliers, increase efficiency, reduce risk in the procurement of goods and services from third parties, and prioritize top spending categories;
- c. Inform the Government as to how the data exchange will occur and the formatting requirements.
- d. Deliver data which has been consistently cleaned, de-duplicated, normalized, accurately classified, categorized, and collated by the third party;
- e. Deliver an easy to use SaaS-based analytical toolset which provides summary visibility of expenditure data and drills to detail capabilities;
- f. Provide support, training, and guidance in the utilization of the web-based managed service analytical toolset;
- g. Ensure that the final analytics generated by this project will enable informed decision making by key users, senior management and procurement and the implementation of best practice sourcing.
- h. Complete the spend analysis process within the shortest possible time.
- i. Indicate the SaaS tool hosting in their proposal and associated costs
- j. Reports consisting of spend analysis summary,

The successful proponent will deliver to the Government the above in their proposed solution, along with samples of structured reports and access to a reporting dashboard for three or more Government staff.

Service Interface

Proponents must describe the capabilities of the services and the types of interfaces that are required to implement your services offering.

The information about the interfaces for your services should include:

1. Typical configurations and interfaces required to maximize the benefits of your service.
2. Graphics or diagrams of the systems feeds, interfaces and repositories representing the end state of your product's interface configuration a. The graphics or diagrams should show "ownership" and "areas of responsibility" by the party (Client, Client Service Provider, proponent, other third parties)
3. Describe, if any, the customization that is typically required to establish interfaces in order to maximize the benefits of your service.
4. Describe how software as a service (SaaS) is hosted? (Onshore or offshore, remotely hosted, cloud-hosted, locally hosted, web-hosted or local client solution). What is the provision for data and network Security?
5. Data Privacy concerns, how are these addresses in the service/application?

Implementation and Deployment Plan

The proponent must provide information on the timelines and actions required in order to implement your service offering.

The information on the implementation should include:

1. Client responsibilities and required resources
2. Your responsibilities and required resources
3. Client's Service Providers (internal Government resources) responsibilities and required resources, if any.
4. Timelines
5. Steps or phases of the implementation
6. Proponent to provide information on the types of challenges and issues that have hindered the implementation of your service, as well as the types of solutions you have found to overcome them.
7. Describe the experience and qualifications of the Project Manager you would offer as the resource for this engagement.

Disaster Recovery

The proponent must describe the typical disaster recovery procedures implemented with regards to:

1. Service provider's disaster recovery planning for data
2. Service provider's disaster recovery testing for its tool and client's data
3. Restoring Client data in the event of a disaster

Training and Manuals

The proponent must provide information on the types of training and duration that you offer that are:

1. Included with your service
2. Does your company provide training for users? a) at the initial stage b) with each successive years?
3. Made available at an additional cost to your service. If made available at an additional cost, provide the costs associated with each type of training.

Marketing and Sales Materials

Proponent to provide, in a concise and easy to use and understand package, any marketing and sales information they believe would help the Government better to understand your service offering.

Maintenance and Support

Proponent to provide information on the types of maintenance and support and for what duration:
1. Included with your service. 2. Made available at an additional cost to your service. If made

available at an additional cost, provide the costs associated with each type of maintenance and support requirement.

Annual Service Fee

Provide information on service fees (if applicable) for any annual spend analysis exercise after the initial spend analysis exercise.

B. MATERIAL DISCLOSURES

Spend Analysis - Data Transformation

The spend data provided by the Government must be protected and secured. The service will be governed by broader legislation, regulations and policies to which the successful proponent must adhere. Ensuring the security and protection of personal and corporate information remains a priority with the Government and all services and processes must adhere to all relevant legislation including but not limited to those related to privacy and the handling and storage of information.

Services may be provided off-site, on-site, or a combination of, depending on program requirements specified in individual task orders. However, the Government anticipates the majority of the work will be performed at the successful proponent's facilities unless otherwise stated in individual task orders. The successful proponent shall be responsible for all permits, licenses or certificates necessary for the performance of the requirements. The successful proponent shall adhere to all applicable Bermuda policies and laws.

Transfer of Data

Upon request by the Government, the successful proponent will make available to Government a complete and secure (i.e. encrypted and appropriately authenticated) file of the 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.

Successful Proponent will be available throughout this transfer of data period to answer questions about all elements of the data transfer process so that the Government may fully access and utilize the transferred Data.

Proponents are advised that Bermuda approved omnibus privacy/data protection legislation (Personal Information Protection Act 2016) and it is anticipated to come into force in 2020.

Annual Service Fee

The successful proponent shall adhere to all applicable Bermuda policies and laws.

Privacy / Data Protection

Bermuda has recently passed omnibus privacy/data protection legislation similar to that found in the European Union and it is expected to come into force next year.

The services may require your use of personal information supplied by us. Please set out your policies, procedures, processes, and security in relation to such use.

See Annex C - Personal information Protection Act 2016 (PIPA) sample pre PIPA Transfer Agreement

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

1. Certificate of Confirmation of Non-Collusion

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

2. Certificate of Incorporation

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

3. Technical Proposal, Methodology and Schedule

The proponent must provide a detailed technical proposal with the method and applicable timetable for the deliverables.

The proponent must state the (standard) data sets format that is needed from the Government to convert into proponent's spend analysis automated system.

4. Project Personnel, Projects and References

Each proposal must include a completed copy of the Project Personnel Qualifications and References form.

See Annex D - Project Personnel, Projects and References

D. MANDATORY TECHNICAL REQUIREMENTS

1. Data Resources

No hardware or software purchase, rental, cloud storage or server purchase or lease, direct integration with any Government computer systems or installation of additional software or hardware is or will be required by the Government.

The data transformation phase of the project will be delivered with a minimum of impact to the Government or its staff.

The proponent must clearly state what resources are needed for extraction and provision of raw data from Government's Systems e.g. expenditure data will be provided from the Government's accounts payable system (JD Edwards) and its P-Card System (TBC) and possibly a few other systems. Data will be provided in English. Any other data sources or considerations not included in the above information sources.

Expenditure Data related to the staff and any data which would be protected under Bermuda's Data privacy regulations.

E. PRE-CONDITIONS OF AWARD

1. 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. In the case of entities that are not registered in Bermuda, supplementary verification may be conducted in the jurisdiction of domicile.

2. Proof of Insurance

.1 The successful proponent 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 successful proponent 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 successful proponent 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 damage to property, 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.

Personal Information Protection Act 2016 Transfer Agreement pre PIPA

Privacy / Data Protection

Bermuda has recently passed omnibus privacy/data protection legislation similar to that found in the European Union and it is expected to come into force in the next 12 months, accordingly the successful proponent will be required to execute a Personal Information Protection Act 2016 (PIPA) Transfer Agreement - pre PIPA and a sample is attached.

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.

Before making a final selection, the Government will determine whether to conduct oral presentations and/or demonstrations is required.

The final decision will be based on the quality and quantity of the responses received. If it is determined that oral presentations are needed they will be conducted at no expense to the Government. Oral presentation maybe 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.

Proponents who are shortlisted may be invited to present oral presentations to introduce key members of the project team and allow the Government to fully understand the prospective Proponent's ability to meet the evaluation criteria and deliverables. Oral presentations will not be scored separately. Instead, the Government may modify scores and resulting rankings based on the oral presentation of those prospective proponents.

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 RFP. The Government may also request a change to proponent staffing after a proponent 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.

#	Category	Weighting (%)	Threshold
1	Pricing	40	N/A
2	Experience, Capacity, Proposed Solution and Technology	30	N/A
3	Local Benefits (Social, Economic and Environmental)	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience, Capacity, Proposed Solution and Technology

Each proponent should provide the following in its proposal:

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

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

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the proponent have the support capability required?
- Can the proponent lead, facilitate and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Does the solution meet the needs of the Government?
- Can the proponent provide spend analysis solutions in a global environment?
- The thoroughness of proposal preparation.
- Demonstrated excellence in service and support.
- Ability to deliver the requested services within the required time.

Relevant Projects and References

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

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

- Does the proponent have previous relevant and positive experience in planning and completing projects of this type and scope?
- Does the proponent have prior experience in working with public sector organizations?

3. Local Benefits (Social, Economic and Environmental)

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

- Being a Specified Business in Bermuda

- Skill development and engagement of Bermudians during the project ;
- Use of local specified businesses in the proponent's supply chain;
- Use of local specified businesses sub-contractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations and policy (each proponent to provide a copy)

See Annex E - LOCAL BENEFITS (Social, Economic and Environmental)

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 _____