



**Ministry of National Security
Bermuda Police Service**

**Request for Proposals
For
Renovation of 33 Headquarters Hill Devonshire**

Request for Proposals No.: **BPSFM/002/2024**

Issued: **Friday November 08, 2024**

Submission Deadline: **Friday December 13, 2024 04:00:00 PM Bermuda Local Time**

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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 **Renovation of 33 Headquarters Hill Devonshire** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

Bermuda Police Service is seeking to complete renovation work on the Police Headquarters Building located at #33 Headquarters Hill in Devonshire Prospect.

These works will include:

- Plumbing works which consists of installation of all new waste and supply pipe work. New waste pipe work to be connected to existing external waste system.
- Electrical works, which comprise the supply and installation of new, electrical services within the building and externally. Refer to the Architect’s drawings and associated documentation for further information.
- Installation and commission of an HVAC system which will support the entire building with the exception of the computer data centre which has its own HVAC system
- Civil works which include construction of walls; roof works and painting; supply and installation of doors and windows; installation of various flooring materials; supply and installation of acoustic ceilings.
- Installation of a new fire system per drawings provided
- Installation of horizontal and vertical data cabling
- Installation of security system inside and outside building
- All Electrical, Mechanical, and Plumbing (EMP) works are to be done in accordance with the 2014 Bermuda Building Code Regulation

1.2 RFP Contact

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

Mr. George Mensah, Facilities Manager, email gmenah@bps.bm

Mr. Kofi Agyakwa-Duodu, Estates Surveyor, kagyakwa-duodu@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.

Prior to the Submission Deadline noted in the RFP timetable below, proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to

Mr. George Mensah, Facilities Manager, email gmenah@bps.bm

Mr. Kofi Agyakwa-Duodu, Estates Surveyor, kagyakwa-duodu@gov.bm

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 1 year, 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 0 days. An Agreement is subject to change until fully executed.

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

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Friday November 08, 2024
Pre-Bid / Site Meeting	Thursday November 14, 2024 10:00 AM
Deadline for Questions	Thursday November 28, 2024
Deadline for Issuing Addenda	Monday December 02, 2024
Submission Deadline	Friday December 13, 2024 04:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Friday December 27, 2024
Contract Negotiation Period	As shall be specified in letter of negotiation, based on the specified aspects of the project
Anticipated Execution of Agreement	Friday January 10, 2025

All times listed are Bermuda local time. The RFP timetable is tentative only and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

Held on 14th November 2024, 2pm at Police Headquarters, 33 Headquarters Hill, Prospect, Devonshire

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Tender Box at the Ministry of Public Works,
Located on the 3rd Floor, General Post Office Building,
56, Church Street, Hamilton, HM12, Bermuda.

E-mail and facsimile submissions are not accepted. However, copies of your proposal may be sent in MS Word or Adobe PDF format via a USB drive or CD with your hard copy submittal.

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.

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

Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and do not be opened until Friday December 13, 2024 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 the provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an

authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

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

2.2 Stage I – Mandatory Submission Requirements

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

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

2.4 Stage III – Pricing

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

2.5 Stage IV – 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) intended to provide the proponent advance notice of some of the key contractual provisions including indemnities, limitation of liabilities, service requirements, etc. that would be contained in the form of contract and are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

2.5.3 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 Complaints and Disputes procedures. The notice must provide a detailed explanation of the proponent's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

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

3.4.8 Past Performance or Past Conduct

The Government may prohibit a 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) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.
- (b) Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.
- (c) The Proponent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* ("PIPA"), related to any information in the proponent's custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective 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:

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

- (f) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (g) 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
- (h) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

APPENDIX A - FORM OF AGREEMENT

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

See Annex A - Form of Agreement - BPSFM0022024

APPENDIX B – SUBMISSION FORM

1. Proponent Information

<p>Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><u>Declaration of Interest:</u> The proponent shall provide details of its ownership and/or managerial structure upon request from the Government. The proponent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of the Goods and Services. Such statement shall be provided at least annually or if there is any change in the interest of the proponent.</p>	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
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:	
Proponent’s Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

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

6. No Prohibited Conduct

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

7. Conflict of Interest

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

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

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

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

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

8. Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

End of Appendix B

SAMPLE CERTIFICATE OF INCUMBENCY

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

DIRECTORS _____

List

ALTERNATE DIRECTORS

List

OFFICERS

List

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

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

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

2. Evaluation of Pricing

Pricing is worth 30 percent of the total score.

Pricing will be scored based 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 in accordance with the following formula.

2.1 Price (include all cost) (non-construction – goods and services): 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, 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 - Price breakdown form - BPSFM0022024

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Mobilisation

Mobilisation, including all preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. The contractor should establish temporary facilities deemed necessary for the works but do not form part of the works, and maintain such site facilities for the duration of the works and site safety.

The contractor must pay all premiums necessary for the insurances required under the contract, and submit proof of coverage to Ministry of Public Works before the start of Works.

General Conditions

The Contractor shall:

- Provide evidence of insurance as required in the form of Agreement (Annex A) & Bermuda Law.
- Ensure all works are carried out in accordance with the Contract Documents and as shown on the subsequent drawings that may be deemed necessary, at any time during the Contract Period, by the Architect or Engineer.
- Comply with all relevant statutory requirements, Police requirements, safety, health and welfare requirements.
- Ensure that all necessary approvals are gained where necessary before work is carried out.
- Be responsible for advising inspectors of the progress of the Works and requesting inspections at appropriate times.
- Be responsible for obtaining the Occupancy Certificate.
- Be liable for any opening up for inspection required by statutory inspectors where such work fails to comply with the requirements of the contract documents and any repeated or abortive work arising from failure to satisfy inspectors.
- Site management, including signage, site compound, welfare facilities, temporary secure storage, temporary fencing and hoardings as required.
- Project supervision, including a full-time site-based project foreman capable of taking instructions from Owner and Owner's consultants, and coordinating the work of separate Contractors and Subcontractors.
- Regular cleaning of site, provision of trash skips and regular removal and lawful disposal of all debris arising from the works. Washrooms to be provided with adequate provisions and kept to a high level of cleanliness.
- Dust mitigation and sediment control measures to ensure adjacent structures are not adversely affected by construction operations.
- Make their own arrangements for temporary water and power supply during the Project.
- Organize, manage and control delivery and offloading of materials to the site. There must be a defined materials storage area that is agreed with the Client or Client's representative prior to construction works commencing.

Demolition

- All demolition of walls and floors as indicated in the Bid drawings should be completed by the Contractor.
- Provision for temporary support systems should be provided during demolition and until a point where they are no longer required. All propping should be to the Engineer's satisfaction.
- Supply and install new steel beams as required and to Structural Engineer's Specifications.
- Areas where demolition is being undertaken should be suitably barriered off to ensure others using the site but not involved in the demolition are protected and are unable to move in to an area of danger.
- All exposed edges and openings which cause a risk of falls from height should be protected so that the protection prevents falls, barrier tape will not be accepted as a proper means of protection. This applies at all times.
- Material arising from demolition activities should be removed from the work area within a reasonable amount of time to ensure the area is kept clear.
- All cutting of channels and raceways for new mechanical and electrical services will be the responsibility of the Contractor. This includes any coring required.
- All trenching, internal or external and the subsequent backfill, compaction and concreting shall be the responsibility of the Contractor.
- All existing plaster on interior walls to be re-plastered.
- Any old flooring coverings e.g. floor tile, carpet etc. should be lifted by the Contractor in a way that minimizes damage to the subfloor.
- All electrical and mechanical infrastructure which is to be replaced shall be removed and disposed of by the Contractor.
- Carefully remove existing plumbing fixtures as indicated in the drawings and cap off any waste and supply services when necessary.

Floor Replacement

Supply and installation of vinyl flooring and carpet tile as per manufacturer's recommendation.

- Any floor screed or levelling necessary to achieve suitable sub-base ready to receive floor finishes with flush transitions from vinyl or carpet to tile areas.
- Supply and install floor and wall tile, grout, mastic, adhesives, transition strips, nosings, sealers and 'Kerdi' (or equivalent) backer membrane for wall tile in shower areas as per interior layouts and elevations.
- Unless otherwise indicated on the drawings, all new floors are to finish flush with existing adjacent finishes where at all possible.
- Supply and install of vinyl baseboard throughout the building

The Contractor shall take measures to protect all finished flooring until the time comes for handover of the building. Any damage which occurs to the flooring whilst Construction is ongoing will be the responsibility of the Contractor to repair at their own cost.

Masonry Revisions

- All structural work, including support of existing work, preparation and method of placing/laying materials, shall be to the satisfaction of the structural Engineer and the Building Inspector.
- All temporary propping arrangements shall be designed to ensure it is suitable for the task

- All new reinforced concrete slabs, lintels and columns should be constructed as per the details provided in the drawings.
- New masonry blockwork is to be constructed as per the drawings, using standard methods for tying in to adjacent masonry work.
- Opening for doors and windows shall be formed in strict adherence to the dimensions provided in the drawings, if for whatever reason there is a discrepancy or the Contractor is unsure of the measurements he shall request clarification from the Architect or Client's Representative.
- All new, unfinished or exposed blockwork shall receive cement render
- Existing steel beams shall have their ends encased in concrete where this is missing.
- Setting out and elevations for construction shall be the responsibility of the Contractor.
- Provision of scaffolding for safe access to work faces shall be the responsibility of the Contractor and or their Subcontractors.
- Construction of exterior ceilings shall be in accordance with the drawings.
- Construction of internal partitions, ceilings and bulkheads shall be in accordance with the drawings.
- Drywall fireproofing shall be applied to all beams as indicated in the drawings

See Annex C - Architectural and Structural drawing - BPSM0022024

Door & Windows

- All exterior and interior doors and frames are to be provided by the Contractor as per the door schedule listed in the drawings.
- All new door and window openings are to be formed using the dimensions provided in the drawings. If there is a discrepancy between the drawings and the door schedule, the Contractor should seek clarification from the Architect prior to ordering any doors or windows.
- Door frames shall be the full depth of the wall in which they are to be placed.
- Prior to the ordering of windows, doors, frames and hardware, the Contractor shall submit his proposals to the Architect for verification. Only upon written approval from the Architect that the Submitted materials and sizes have been accepted may an order be placed.
- Exterior windows shall be installed in accordance with the manufacturer's instructions.
- The contractor shall take appropriate measures to weatherproof and seal doors and windows, preventing air infiltration, water penetration, and energy loss.
- The Contractor shall install glazing units in to their frames, ensuring proper fit sealing and weather tightness.
- Upon completion, all doors and windows shall operate smoothly and efficiently, including opening, closing, and locking mechanisms.
- The contractor shall perform any required testing or inspections to verify the performance and quality of the installed doors and windows.
- Door Architrave shall be supplied and installed by the Contractor as specified in the design drawings.

Finishes

- All internal and external walls to receive ½ inch cement plaster.
- Plastered walls to be smooth and free from irregularities in appearance and straightness.
- The Contractor is to supply and install all washroom accessories and mirrors.

The Contractor shall supply all fire extinguishers required as per the drawings.

Roofing and Ceilings

- The existing roof shall be power washed and repaired by the Contractor before applying two coats of elastomeric paint (Approval of product required by Architect) to the entire roof.
- All new T-bar suspended ceiling grid is to be supplied and installed throughout the building, as detailed in the drawings.
- The new ceilings should be 9'6" above finished floor level.
- The grid system shall consist of high-quality metal T-bars, cross tees, and main runners, sized and spaced according to the design specifications.
- The ceiling tiles shall be of the specified type, size, and finish, and shall meet or exceed the required acoustic, fire resistance, and appearance standards.
- The hangers shall be of a suitable type and size to support the grid system and ceiling tiles, and shall be securely attached to the structural members.
- The contractor shall install the grid system according to the approved shop drawings, ensuring proper alignment, level, and spacing of the T-bars and cross tees.
- The contractor shall complete any necessary finishing work, such as caulking joints and installing perimeter trim.
- Bidder to inspect existing conditions and include for any adjustments to levels necessary.
- External painting of the entire building. Contractor to allow for premium grade paints and provide Manufacturer's Data Sheets for approval prior to application.
- Internal priming and painting of all walls and ceilings. Contractor to allow for premium grade paints and provide Manufacturer's Data Sheets for approval prior to application.
- Supply and installation of millwork and cabinetry, countertops and hardware.
- Installation of Contractor supplied utility shelving.
- Coordination and builder's work in conjunction with the Owner Direct Audio Visual & I.T. Contractors.
- Supply and installation of all tank and manhole access hatches, trench drains and covers.
- External hard landscaping, including remedial asphalt paving.
- Making good the site.
- All other contractors are to place debris from separate contract works in these central trash receptacles and skips.
- All temporary fall protection barriers, as required by local regulations and the Project Manager.
- All works to be carried out in accordance with local regulations for Health & Safety, including OSHA requirements.
- Allow for Final Cleaning by a professional cleaning company after all finishes are installed and Final Inspections have been passed.
- All overtime and weekend work required to meet the Contractor's construction schedule for completion.
- Supply and installation of Furniture (office desks, chairs and file cabinets) are not included in this tender
- Testing and commissioning of all installed systems. All documentation related to the commissioning, operation, servicing and warranties of the installed systems shall be collated and presented in to the Project Safety File.

All permitting inspections and any subsequent re-inspections will be the responsibility of the Contractor to the point where the building's Certificate of Occupancy has been issued

Mechanical

Mechanical

The contractor shall provide for labor, materials, and equipment for the procurement and installation of heat pump Variable Refrigerant Flow (VRF) air conditioning units (condensing units, cassettes, thermostats, central controller(s) and all piping and other accessories required) as shown on mechanical drawings.

Contractor is to supply and install the scheduled ERV (energy recovery ventilator) or approved equivalent, fresh air and exhaust ductwork, diffusers and grilles. Specifications are to match the drawing schedules, or be equivalent in function, appearance and other relevant aspects. Items of material & equipment not specifically noted on the drawings or mentioned in the specifications but which are necessary to make a complete & operating installation shall be included in the contractor's scope of works, including demolition of all abandoned existing HVAC equipment, materials, conduit and related components.

Condensate drain locations TBD by contractor and shall be by air-gap indirect connection to nearest suitable sanitary, waste or grey water drainage pipes. All condensate drains (including in ceilings & shafts) shall be insulated with an appropriate thickness of insulating material.

All conduits, power wiring & all other associated electrical equipment shall be provided by Electrical Contractor. Mechanical contractor shall ensure that electrical contractor includes for all electrical items related to the mechanical installation which have been excluded from the mechanical scope and verify all electrical requirements prior to installation. The Mechanical Contractor shall be responsible for all HVAC controls & control wiring. All control wiring shall be run in EMT or PVC conduit, as appropriate.

Mechanical contractor shall be responsible for the coordination of all unit locations and required openings for ductwork, piping & return air plenums based on the as built conditions of the site. GC shall provide such openings as required.

Contractor is to provide submittals for client review and written approval. Submittals to include schedules and a tabular list of products, materials, equipment, or components to be used in the work, and other pertinent information regarding locations, features or similar.

The contractor shall provide all personnel, services, vehicles, transportation, tools, equipment, materials, supplies, facility supervision, administration supervision and any other item(s) necessary to perform and accomplish these services. The contractor shall be familiar with all the terms, conditions, and requirement herein contained. All work must comply with local regulations and be scheduled to suit the requirements of the client.

See Annex D - Mechanical and Plumbing drawings - BPSFM0022024

Plumbing

- Contractor to supply all plumbing materials (shower stall bases, toilets, faucets, sinks, piping, valves) and consumables necessary to complete the works.

- Supply and installation of a new pump in the pump room.
- Supply and installation of a hybrid water heater with a hot water circulating system and thermal expansion tank.
- Supply and install a three-stage water filtration unit.
- Valving for cold water supply, hot water supply and hot water recirculating lines to the following zones of the building:
 - Upper Southwest
 - Upper Northwest
 - Upper Northeast
 - Upper Southeast
 - Ground West
 - Ground East
- All upper-level supply pipework to be run under the upper slab with adequate supports to make the pipe work firm and look up in locations for fixture supply.
- All upper-level waste and vent pipe work to be run under the upper slab with adequate supports to make the pipe work firm.
- All lower-level supply pipe work to be run under the upper slab with adequate supports to make the pipe work firm and drop down to locations for fixture supply.
- All vent pipework to have adequate supports and extrude beyond the roof structure.
- All domestic cold-water pipe to be PVC schedule 40.
- All domestic hot water supply pipe to be CPVC schedule 80.
- All hot water pipe to be fitted with ½ inch wall thickness insulation.
- All lookouts for supply lines in bathrooms, kitchens, janitorial closets, to be brass fittings inside of the wall connected to the PVC supply line.
- Rough-in and installation of the fixtures outlined in the Fixture Schedule for Kitchen 1 for the Upper Southwest zone.
- Rough-in and installation of the fixtures outlined in the Fixture Schedule for Water Closet 1 and shower 1 for the Upper Northwest zone.
- Rough-in and installation of the fixtures outlined in the Fixture Schedule for Shower 2, Water Closet 2, and Water Closet 3 for the Upper Northeast zone.
- Rough-in and installation of the fixtures outlined in the Fixture Schedule for Janitorial Closet and Kitchen 2 for the Upper Southeast zone.
- Rough-in and installation of the fixtures outlined in the Fixture Schedule for Primary Janitorial Closet, Shower 3, and Water Closet 4 for Ground West zone.
- Rough-in and installation of the fixtures outlined in the Fixture Schedule for Water Closet 5 and Kitchen 3 for the Ground East zone.
- Connect all new systems to existing piping as instructed in the drawings.
- When not otherwise specified, use jointing and bedding compounds recommended by the manufactures of the appliances, accessories, and pipes being jointed or bedded.
- Make good all penetrations through external walls.
 - **Testing Procedures**

Give at least 2 days' notice to Owner of intention to commence testing. Carry out testing before pipe insulation.

Thoroughly flush out all parts of the system, fill with water, remove all air and check for leaks.

Run system to maximum operating temperature and check for leaks.

Allow system to cool, leave in cool condition for at least 3 hours and check for leaks.

Adjust operation of all equipment, controls, and safety devices.

Check operation of all outlets for satisfactory rate of flow and temperature.

Electrical

- **The works comprise the complete supply and installation of new Electrical Services to the site comprising:-**
 1. LV distribution system
 2. General power installation
 3. General lighting installation
 4. Emergency lighting installation
 5. External Lighting
 6. Fire detection and alarm system
 7. Mechanical services wiring
 8. CCTV system
 9. Data cabling
 10. Access control system
 11. Earthing and bonding
 12. Inspection testing and commissioning
 13. As Installed drawings, maintenance manuals, system demonstration and training
 14. Equipment warranties

Installation Requirements

- All services shall be installed to achieve reliability and disruption free operations.
 - All components shall be fully accessible for maintenance and replacement.
 - Items requiring regular adjustment or affording isolation facilities, where located in concealed positions shall have removable access covers, tiles, or other suitable provision made to afford ease of access.
 - Contractor to satisfy himself that all facility spaces are adequate to house all items of facility as described.
 - All services shall be installed with all aspects of Health and Safety at Work fully considered.
-
- All systems shall be installed to be economical in operation and particular emphasis shall be placed on the use of energy conserving design techniques and reliable components.
 - When preparing installation drawings, the Contractor shall have due regard for all aspects of the building design, location of all proposed services and shall make himself aware of any co-ordination problems which need to be resolved before the installation commences.
 - The Contractor shall retain on site a full set of up to date drawings, marked up showing current progress including any agreed amendments and these shall be available for inspection at all times.
 - All dimensions given on drawings shall be verified by the Contractor on site before the installation commences.

- The builders work associated with the Electrical Installation works shall be executed by the Contractor.

Type of installation

The electrical installation shall be concealed where possible in the building fabric i.e. installed in ceiling voids and partition walls (where available)

The proposed system shall be installed as follows:

System	Installation Method
Sub Main Cabling	THHN in schedule 40 PVC in slab and service risers. EMT in ceiling void. BX or flex for drop from EMT(if required)
Data Cabling	Plenum rated cables installed on cable tray within ceiling voids (where available) and concealed within the building slab and walls in schedule 40 PVC
General Lighting	EMT home runs with BX drops to lighting in ceiling voids (where available) and concealed within the building slab and wall in schedule 40 PVC.
Emergency Lighting	EMT home runs with BX drops to lighting in ceiling voids (where available) and concealed within the building slab and wall in schedule 40 PVC.
Fire Alarms	Multi-core enhanced fire resistant soft skin cables with red sheath in accordance with the requirements of NFPA 72 and the fire alarm system manufacturers recommendations.
Mechanical Services	Generally as per Sub Main cabling, to be agreed with the Mechanical Contractor.
Security Systems	Multicore cable on galvanised steel cable tray, EMT, trunking and PVC conduit concealed within the building fabric/ceiling voids (unless specifically noted otherwise).

LV Distribution Equipment

System Description

New branch panel boards shall be provided and installed as detailed below and identified on the drawings to serve the building refurbishment.

A new main LV switchboard is to be installed in the lower ground floor of the building as shown on the drawings. Switchboard to be manufactured in accordance with UL flush or wall mounted, front access cubicle switchboard constructed with bottom and top entry. 20% spare capacity on outgoing ways to be provided. Panel board as Square D equivalent

Incoming devices to the new switchboard to be non-automatic moulded case circuit breaker (MCCB).

Electronic surge protection units are to be provided within the main switchboard arrangements and as detailed elsewhere in the specification.

Switchboards shall be of metal construction with a suitable quantity of outgoing ways to serve the circuits required including 20% spare for future expansion.

Ground floor conduits in slab to be utilized for equipment installation.

Branch Panel Boards

Main and branch wiring to and from branch panel boards shall be in EMT within ceiling voids and schedule 40 PVC within the walls and slabs.

All wire and cables are to be UL listed

Earthing and supplementary bonding shall be provided in strict accordance with the requirements of NEC 2011.

General Power Installation

System Description

The Contractor shall provide and install all fixtures, outlets, fused connection units, isolators, isolation devices, miscellaneous power outlets and associated wiring to provide a complete working installation.

Refer to the Architect's drawings for details of proposed furniture layouts and the Electrical drawings for the quantity of accessories/outlets required in each room.

All accessories serving fixed items of equipment or are dedicated to a specific use, shall have the front plate of the accessory labeled with its function.

The following additional supplies/fixed power services are required:

1. Power supplies to fire equipment, security equipment, CCTV cameras, access control equipment.
2. Power supplies to mechanical services equipment including automatic ventilation controls.

All other items of plant or equipment requiring a power service.

GENERAL LIGHTING INSTALLATION

Performance Objectives

To provide and install a new general lighting installation throughout all areas as detailed on the drawings.

System Description

New general lighting shall be provided in accordance with the drawings and specification.

Controls

Lighting controls shall generally be as shown on the drawings.

To office areas lighting control shall be provided via the use of manual on/off wall mounted light switches with movement detectors providing automatic 'off' should the office be vacated for a predetermined period.

Circulation spaces and WCs shall be provided with presence automatic 'on' and automatic 'off' control via the use of ceiling mounted movement detectors.

Control of lighting within all areas shall comply with the requirements of the Building Regulations.

Luminaires

The contractor is to ensure that all luminaires are suitable for their intended location and environment and their mounting and wiring configuration can be integrated into the ceiling system/background to which they are to be installed.

Light Sources

All lamps and control gear shall be selected to meet the requirements and as detailed in this specification. All LED light sources shall utilise 5000k colour temperature throughout.

LED light sources shall be manufactured by a single reputable manufacturer and shall be from a stringent 'binning' process which will guarantee that colour temperature shall not differ between light fittings. Where LED luminaires are installed and differing colour temperatures are visible, the contractor shall be requested to replace the luminaires and/or LED light source to achieve a constant light colour temperature.

EMERGENCY LIGHTING INSTALLATION

Performance Objectives

To provide and install escape lighting to the building to allow occupants to safely evacuate the building in the event of local or general lighting failure.

System Description

The emergency lighting system shall be provided throughout consisting of battery backup LED luminaires in the positions identified on the drawings. The systems shall include an automatic self-test facility.

Wiring shall be via the local lighting circuit conduit and shall generally be routed in ceiling voids, service risers and plant rooms utilizing BX drops to fixture from the EMT home run. The contractor shall include for the testing, programming, commissioning and demonstration of the system prior to handover.

Handover will not be permitted until full certification has been provided, including certification to conform satisfactory design, installation and commissioning of the system

EXTERNAL LIGHTING INSTALLATION

Performance Objectives

To provide and install a new external lighting system to the external areas of the building

Reference shall be made to the Architectural site plans and drawings and specifications. All lighting proposals shall be fully coordinated with the landscaping provisions.

System Description

The external lighting installation is to be supplied from a dedicated circuit with controls to include time switch and photocell. The building mounted external lighting is to be installed as shown on the drawing and controlled via a 24 hour 7 day time switch with photocell arrangement and override switch.

Cables to building mounted luminaires shall be concealed within the fabric of the building. No visible cables shall be permitted to the external façade.

SCHEDULE OF MANUFACTURERS

Item	Manufacturer	Note(s)
Branch Panel Boards	Schneider Square D	Or equivalent
Cable	Plenum rated UL listed cable	
Luminaires	5000K LED	300 lux office lighting level
External Luminaires	5000K LED	10-50 lux minimum nighttime measurement
Fire Detection and Alarm System	Edwards	Applicable to the BPS fire systems
CCTV	As per BPS	
Access Control	As per BPS	
Lighting Controls	Lutron	Or equivalent

See Annex E - Electrical and Fire Drawing - BPSFM0022024

Fire Detection and Alarm System

Performance Objectives

To ensure that all areas concerned are provided with a system which will automatically detect fire and warn all occupants so that they may evacuate the building.

System Description

The Contractor supply and install a system to cover all areas of the building as detailed below and on the drawings. The system shall include all manual and automatic detection devices, sounders, control and indicating equipment, cabling, interfaces, power supplies, containment etc. as required forming a fully operational system.

The control and indicating equipment shall be flush mounted at the locations identified on the drawings and agreed with the Fire Officer.

Cables shall generally be installed within the building fabric, ceiling voids utilizing conduit and UL fire metal clad cable to drops where necessary.

The Contractor shall install cabling and devices, program, test, commission, certify and fully demonstrate the systems on completion of the works. 'As installed' drawings shall include the recorded audibility levels in each room. The audibility tests shall be carried out with all doors and windows closed and internal partitions installed/constructed. All necessary containment systems and power supplies shall be provided and installed by the Contractor.

Handover of the works will not be permitted until full certification has been provided.

Interfaces/external monitoring

The fire alarm system shall include all necessary loop and independently powered fully addressable interface units. The individual interface units shall connect into other building services systems to operate/deactivate that system upon activation of the fire alarm.

Systems requiring fire alarm interfacing include:

- All other systems required to operate in the event of a fire alarm

Power Supplies and wiring methods

All wiring methods and power supplies associated with the Fire Detection and Alarm system shall be provided and installed by the Contractor. All cabling shall be fully segregated from all other services, in accordance with NFPA 72.

Technical Service Wiring

Performance Objectives

Provide and install power supplies and cabling associated with the proposed mechanical services installations.

All control cabling and power supplies emanating from the mechanical control panels shall be provided and installed by the Contractor.

Design Parameters

All wiring to be installed in conduit and shall be installed fully in accordance with NEC 2011. Locations of equipment are provided on the Mechanical Services Drawings. Any additional information shall be obtained from the Contractor. The system shall include all necessary isolation devices.

System Description

The Contractor shall provide power supplies to mechanical services equipment generally as follows: -

- Toilet Extract Fans - Provide a supply and final connections to the toilet extract fans via the local lighting circuit and include a dedicated PIR to control the system. The fan is to operate when occupancy is detected.
- HVAC units – Provide a disconnect supply connection as located on the mechanical services drawings.

The approximate position of the items of equipment and plant are noted on the mechanical services drawings.

All services shall be co-ordinated with the building structure/fabric and with new services, equipment, plant etc.

Refer to Mechanical Services Contractor for further information.

CCTV System

Performance Objectives

To monitor specific internal areas of the building for security purposes.

Design Parameters

The system shall be supplied, installed and commissioned by the contractor as detailed below and as shown on the drawings and shall comply with NFPA and NEC 2011

Power supplies and containment shall be compliant with NEC 2011.

The installation and configuration of the CCTV system shall fully comply BPS requirements

System Description

The Contractor shall supply, install, test and commission the system serving the areas as shown on the drawings.

Access Control

Performance Objectives

To provide a door access control system such that authorised personnel only can access specific areas of the building.

Design Parameters

Controllers, locks, networking equipment, etc. shall be provided and installed to suit the manufacturer's requirements as well as to comply with BPS requirements.

All components shall be selected from a single manufacturer to provide a fully warranted system. Spare capacity shall be provided to allow the system to be extended in future.

System Description

The Contractor shall supply, install, test and commission the door access system to provide secure entry to the premises.

Proximity readers shall be provided on the 'unsecure' side of controlled doors, with a combination of push to exit buttons and door furniture incorporating a fail-safe door release mechanism on the 'secure' side.

The system shall include door controllers requiring an electrical supply, fire alarm interface connection and data point to allow the controller to be networked for centralised monitoring and programming.

Individual door control equipment shall be connected to the associated door controllers and door furniture (where required) with all cabling concealed within the building fabric and at the door position. Will utilize schedule 40 PVC within the walls and the slab. EMT conduit and cable tray to be utilized within the ceiling void

The location and mounting height for each door controller is to be agreed on site prior to installation.

The door controllers shall be interlinked to the fire alarm system. The system shall automatically release secured doors in the event of a fire alarm condition within the building.

Power Supplies

All conduit and power supplies associated with the Access Control system shall be provided and installed by the Contractor. All signal cabling shall be fully segregated from mains voltage cabling in accordance with NEC 2011.

Cable trays shall be installed along major routes, with PVC or EMT conduits provided for minor routes. The use of super tube or similar will be permitted as an alternative to PVC conduits. All conduits shall be provided with draw ropes ready for use by the Access Control specialist sub-contractor.

The contractor shall include for the testing, commissioning, demonstration and certification of the system on completion.

The contractor shall also include for 12 months maintenance of the system following practical completion of the project works.

Earthing And Bonding

Performance Objective

To provide an installation where the exposed conductive parts of the installation are connected to an earthing system in accordance with the requirements of NEC 2011.

System Description

Supplementary equipotential bonding shall be installed to meet the requirements of NEC 2011

In addition, bonding shall be provided to incoming services, the lightning protection, Data Center etc. as required.

Inspection, Testing and Commissioning

Performance Objective

To certify that the installations comply fully with the NEC 2011 and the individual system requirements, operational arrangements and associated standards and regulations.

System Description

The Contractor shall provide all the necessary instruments for testing the installation, in accordance with the Regulations, standards and requirements, and any extra tests called for in this Specification

Final testing shall be carried out in the presence of the Ministry of Public Works/Police and three copies of the test results, the completion certificate and the inspection certificate, as described in the

Regulations, shall be supplied by the Contractor, for each completed phase of works.

The installation shall not be accepted until such certificates have been approved.

"As Installed" Drawings, Maintenance Manuals and Training

Performance Objectives

To provide the necessary 'As Installed' documentation to allow the client to operate and maintain the installation beyond the defects liability period.

Design Parameters

During the progress of the contract, the Contractor shall record on drawings (in an approved manner) the information necessary for preparing the 'As Installed' record drawings.

These record drawings shall be included within the operation and maintenance manuals, which shall also include test certificates, manufacturer's literature, system description, etc.

The above information shall be provided to the Ministry of Public Works/Police to allow the completion of the Building Manual and the Health and Safety File(s).

System Description

The marked-up drawings shall be made available to the Ministry of Public Works/Police for inspection and checking at any time during the contract.

Installation record drawings shall clearly indicate:-

- The cct# of newly installed device.
- Type and location of conduit run.

Origin and other key points of the installation.

The “As Installed” drawings shall be provided prior to the issue of the Practical Completion Certificate and shall be provided as AutoCAD DWG files on USB Drive.

3 No. printed copies of the final drawings to be provided as part of the Operating and Maintenance Manuals. In addition, 3 No. copies of the Operating and Maintenance Manuals as detailed in Section 2 of this specification shall be provided.

The Operation and Maintenance Manuals and ‘As Installed’ drawings shall be provided by the Contractor at Practical Completion.

The relevant information for the Building Log Book shall be provided to the Main Contractor prior to practical completion to allow sufficient time for the completed Log Book to be forwarded to the client at Practical Completion.

Equipment Warranties And Plant Maintenance

Performance Objectives

The installations shall be warranted and maintained for twelve months following practical completion and the provision of maintenance of specific systems for a period of 12 months following practical completion of the project.

Design Parameters

Provide all maintenance and periodic testing as required by manufacturer’s and specialist supplier’s recommendations to ensure that all systems have been correctly maintained and are in full working order at the end of the defect liability period.

System Description

Equipment Warranties

The Contractor shall ensure that all manufacturers’ equipment warranties are to run for twelve months from the practical completion of the main contract.

Plant Maintenance

After completion of the works and acceptance of the installation by the Client, the Contractor shall be responsible for the maintenance of the specific systems listed below in accordance with the manufacturer’s recommendations, inclusive of the provision of all consumable items, for the

duration of the twelve months following practical completion. The requirement does not affect the Contractor's contractual obligations associated with the 12 month defect liability period.

Systems included in the maintenance shall be as follows:

- Access Control System
- Fire System
- CCTV system

The cost of providing the 12 months maintenance shall be separately identified for each system in the priced Summary of Tender.

The contractor shall provide a schedule of proposed maintenance visits and the activities to be carried out during each visit for each individual system. Each visit shall be recorded and signed off with the completed schedule issued by the contractor at the end of the 12 months defects liability period

Project Handover

The Contractor shall ensure the following has been completed as part of closing out the Project

- Building to receive final cleaning by professional cleaning company after all finishes are installed and final inspections have been passed
- Testing and commissioning of all installed systems. All documentation related to the commissioning, operation, servicing and warranties of the installed systems shall be collated and presented in to the Project Safety File.
- All permitting inspections and any subsequent re-inspections will be the responsibility of the Contractor to the point where the building's Certificate of Occupancy has been issued.
- External hard landscaping, including remedial asphalt paving.
- All keys, access cards and codes should be labelled and handed over to the Architect. There should be a minimum of two copies of each.

B. MATERIAL DISCLOSURES

Demolition

Demolition and construction works have already been carried out by other Contractors. These previous works have been inspected and are deemed to be satisfactory. Prior to commencement of new works, the Contractor who is awarded this Contract should inspect the entire building and if any aspect of the previous works is deemed to be of unacceptable quality or tolerance this should be notified to the Client or the Client's representative as soon as the Contractor becomes aware of an issue

Floor Replacement

There is an existing piece of the upper floor which is above a datacenter. This floor has to be replaced without taking the datacenter out of operation

Door & Windows

Upstairs windows have been installed however one of the large picture windows on the westside of the building was damaged by hurricane and thus needs to be replace. Four electronic roller shutters are required to be affixed to the four picture windows, two on the eastern end and two on the western end of building

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

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

4. Company Certificate of Incorporation

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

5. Other Mandatory Submission Requirements

Proof of Insurance

The successful proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

Bermuda Police Clearance Certificate

Proponents should provide a work safety report covering at minimum the last two years

Financial Checks

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

Annex F - Local benefits form

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

Each proponent should provide the following in its proposal

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

See Annex F - Local Benefits form

Project plan

The proponent must provide a detailed method statement with the applicable timetable for all deliverables.

Annex -G Company profile form

See Annex G - Company Profile Form - BPSFM0022024

Annex - H Project Personnel Qualification and References

See Annex H - Project Personnel Qualification and References - BPSFM0022024

D. MANDATORY TECHNICAL REQUIREMENTS

Project personnel qualifications

The Proponent must clearly detail that they have the work force and equipment to complete the Works. The Proponent must highlight any previous experience in undertaking projects of similar scope and complexity

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

Prior to awarding a contract to the selected proponent, the contracting department will perform financial checks to confirm whether the proponent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda

Registrar of Companies to confirm whether the proponent is a proper legal entity that is in good standing.

Certificate of Non-Collusion

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

F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Experience and Capability	20	N/A
3	Social, Economic and Environmental	30	N/A
4	Schedule	20	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience and Capability

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 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 clearly demonstrate the ability to meet the Government's requirements?
- Does the proponent have the support capability required?
- Can the proponent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the proponent performed well on previous Government Projects?
- Is the proponent able to complete the work within the required timeframe?
- Does the proponent offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the bidder have a good track record of ensuring the health, safety, and welfare at work for all their employees?

- Were the proponent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the Proponent again?

3. Social, Economic and Environmental

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

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

- Is the proponent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
 - Number of Bermudians employed by the proponent.
 - Engagement of Bermudian employee (%) during the project.
 - Use of local specified businesses in the proponent's supply chain.
 - Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the proponent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each proponent to provide a copy)

4. Schedule

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

Has the Proponent demonstrated that they have the availability and capacity to timely perform the engineering, construction and project management described in the RFP for this project?

Consideration of the following questions and requirements will be given to each proponent's **work plan and approach (methodology)**.

- Does the proposal show an understanding of the project objective and results that are desired for the project?
- Are the work hours presented reasonable for the effort required to execute each deliverable or phase?
- Do the proposed cost and work hours compare favorably with the Government's estimate of the time and cost involved?
- Does the project methodology fall in line with operational constraints?

The **work plan and timetable** should be consistent with the work schedule.

- the main activities of the project, their content, and duration;
- phasing and interrelations of the main activities; and
- Milestones including interim approvals by the Government and dates for the delivery of the documentation.

- description of logistics as it relates to coordination efforts with Project Management team to provide workable solutions for ash removal during all phases of the project
- description of contingency planning efforts as a result of delays

The proposed work plan should be consistent with the technical approach and methodology, showing that the proponent has a clear understanding of the scope of work and ability to translate it into a feasible working plan. A list of the final documents, including technical reports, drawings, and tables to be delivered as final output, should be included in each proponent's response.

Proposal Exceptions: Exceptions that a proponent may have to any of the requirements found in this RFP must be fully explained and outlined in the proponent's submitted response in a separate section under the heading "Proposal Exceptions".

Assumptions: Each proponent should list any assumptions made in formulating their response in a separate section under the heading "Assumptions".

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 abided by the terms and conditions related to this proposal and that I/We have not fixed or adjusted the amount of the proposal or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that 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.

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

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____