



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

**Request for Proposals**  
**For**  
**Prospect Telecommunications Tower**

Request for Proposals No.: **31-262-75-01B**

Issued: **Friday June 19, 2020**

Submission Deadline: **Thursday July 02, 2020 03:00:00 PM AST**

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Prospect Telecommunications Tower** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

A telecommunications tower to replace an existing old guyed tower is to be erected in the Police Headquarters area bordered by Fort Hill Rd, Alexandra Rd. and Cedar Bridge Lane in Devonshire Parish, Bermuda. The existing tower would need to remain operational until all the antennas along its height can be migrated to the new tower.

This project is divided in two different procurement processes.

This first part of the project, involved the design, manufacturing and shipping to Bermuda of a stand-alone telecommunications tower including grounding and access platforms for inspection and maintenance and it is **not in the scope** of works of this procurement process.

This procurement process, second part of the project, involves the assembly and erection of the tower including foundations and grounding. Commissioning of the new tower as well as decommissioning and removal of the old guyed tower are also included. Technical support from the tower fabricator will be provided during assembly and erection in Bermuda.

### 1.2 RFP Contact

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

Mr. Attila Fustos, Principal Structural Engineer, at [afustos@gov.bm](mailto:afustos@gov.bm)

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

Proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to Mr. Attila Fustos, Principal Structural Engineer, at [afustos@gov.bm](mailto:afustos@gov.bm) prior to the Submission Deadline noted in the RFP timetable below.

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

### 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of 240 days, 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 120.

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

### 1.4 RFP Timetable

Issue Date of RFP	Friday June 19, 2020
Pre-Bid / Site Meeting	Wednesday June 24, 2020 10:00 AM
Deadline for Questions	Friday June 26, 2020 4:00 PM
Deadline for Issuing Addenda	Tuesday June 30, 2020 4:00 PM
Submission Deadline	Thursday July 02, 2020 03:00:00 PM
Rectification Period	3 business days
Anticipated Ranking of Proponents	Friday July 10, 2020
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreement	Friday July 24, 2020

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

A Pre-Bid meeting has been scheduled for this procurement, at the time and date indicated in the RFP Timetable above. The purpose of the Pre-Bid meeting is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements and procurement process. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

LOCATION: Police Headquarter's Area bordered by Fort Hill Rd, Alexandra Rd. and Cedar Bridge Lane in Devonshire Parish, Bermuda (by the old guyed tower).

While the Pre-Bid Meeting is not mandatory, please note:

1. Prior to the submission deadline, it is strongly suggested that the proponent visit and inspect the site and surrounding areas where The Works is to be performed.
2. The proponent shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of The Works and materials necessary for their completion, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Proposal.

3. Proponents will be granted permission by the Government, upon application, to enter upon the site of The Works for the purpose of inspection but only upon the express condition that such person will release and indemnify the Government from and against all liability in respect of personal injury, loss of or damage to property and any other loss.

4. Proponents shall make their own assessment of existing facilities, conditions and difficulties which will affect the execution of The Works called for by the proposed contract; including local conditions, constraints due to the maintenance of traffic, labour conditions, the uncertainty of the weather, difficulties with access, and all other reasonable contingencies. Proponents shall satisfy themselves by personal examination of the site of the proposed Works and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.

5. The proponent shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which he may require in the execution of the Contract and shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.

6. No subsequent claim will be allowed or considered for any work that may be required for the proper execution and completion of the Works, due to failure by the proponents to examine the site and make proper allowances for the conditions to be encountered.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals must be submitted to:

Electronic mail (E-Mail) submissions are accepted at [afustos@gov.bm](mailto:afustos@gov.bm).

If documents are larger than ten (10) MB please send them within a zip file.

In the subject line of the email, please state the RFP title. Please ensure to send a copy of your proposal in MS Word and/or Adobe PDF format.

**DUE TO THE COVID-19 PANDEMIC, NO HARD COPY SUBMISSIONS WILL BE ACCEPTED.**

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

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

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

**HARD COPY SUBMISSIONS WILL NOT BE ACCEPTED.**

Proponents shall submit one (1) electronic copy (e-copy) of their proposal in Microsoft Word or Adobe PDF format. Hard copy submissions will be discarded without opening. Electronic submissions prominently marked with the RFP title and number (see RFP cover) and will not be opened until the Submission Deadline.

#### **1.5.4 Amendment of Proposals**

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

#### **1.5.5 Withdrawal of Proposals**

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

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

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

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

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

### **2.3 Stage II – Evaluation**

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

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

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

#### **2.3.2 Rated Criteria**

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

### **2.4 Stage III – Pricing**

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

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

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



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

### **2.5.2 Contract Negotiation Process**

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

### **2.5.3 Time Period for Negotiations**

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

### **2.5.4 Failure to Enter into Agreement**

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

### **2.5.5 Notification of Negotiation Status**

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

[End of Part 2]

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

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

#### **3.1.1 Proponents to Follow Instructions**

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

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

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

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

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

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

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

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

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

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

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

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

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

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

### **3.1.9 Equivalency**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

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

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

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

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

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

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

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

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

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

#### **3.3.2 Debriefing**

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

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

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

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

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

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

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

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

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

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

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

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

### **3.4.4 Prohibited Proponent Communications**

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

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

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

### **3.4.6 No Lobbying**

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

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

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

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

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

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

### **3.4.9 No Collusion**

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

## **3.5 Confidential Information**

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

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

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

### **3.5.2 Confidential Information of Proponent**

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

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

#### **3.6.1 No Process Contract and No Claims**

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

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

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

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

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

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

#### **3.6.4 Cancellation**

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

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

- irregularities require cancellation in the interest of fairness.

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

### **3.7 Governing Law and Interpretation**

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

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

[End of Part 3]



## **APPENDIX A – FORM OF AGREEMENT**

The terms and conditions found in the sample Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract. This document is completed and signed at the time of contract award; it does not have to be completed for the Proposal Submittal.

Please note that the completion time shown on the sample Form of Agreement can be modified per mutual agreement based on the Proponent's proposed Work Schedule.

See Annex A - Sample Short Form of Contract

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

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

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

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

### **3. Ability to Provide Deliverables**

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

### **4. Non-Binding Pricing**

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

### **5. Addenda**

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

### **6. No Prohibited Conduct**

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

### **7. Conflict of Interest**

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

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

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

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

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

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### 8. Disclosure of Information

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

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Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

Pricing is worth 35 points of the total score.

Unless stated otherwise in the RFP documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent. The proponent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the proponent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.

Pricing will be scored based on a relative pricing formula. Pricing Scores are calculated using a linear slope from full points to the lowest bidder that satisfies all Mandatory and Technical Requirements, to zero points for bids at double the lowest bidder's price and above.

$$points\ awarded = available\ points \left[ \left( \frac{-bid}{lowest\ bid} \right) + 2 \right] \geq 0$$

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

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

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

### **3. Required Pricing Information**

See Annex B - Pricing Form

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **Construction of Tower Foundation**

A telecommunications tower to replace an existing old guyed tower is to be erected in the Police Headquarters area bordered by Fort Hill Rd, Alexandra Rd. and Cedar Bridge Lane in Devonshire Parish, Bermuda. The existing tower would need to remain operational until all the antennas along its height can be migrated to the new tower.

This procurement process involves the assembly and erection of the telecommunications tower including foundations, grounding and access for inspection and maintenance.

The Government will supply tower materials manufactured by the tower fabricator, Trylon TSF, including hardware, grounding, lighting system, work platforms, other access materials, anti-climb panels, and antenna mounts. Technical support from the tower fabricator, Trylon TSF, has been procured by the Government. It is envisaged that there will be personnel from Trylon on island during the beginning and finishing stages of the tower assembly and erection. Therefore this project also involves coordination with Government and Trylon's technical support personnel.

Decommissioning of the old guyed tower, commissioning of the new tower and subsequent removal of the old guyed tower are also part of this project.

**The construction of tower foundation** deliverable comprises all works necessary to complete the foundation including supply of materials, excavation, rebar placement, tower anchoring system placement, concrete pouring and necessary back-filling and compaction.

The anchor rods and anchor rod layout foundation template are **Owner Supplied Items**.

All topsoil shall be separately removed and stockpiled for later use in the back-filling process. No waste of excavations shall be spread on the property. Excavated material, unsuitable or not required shall be removed from the site and properly disposed of.

Any excavation that must be left open overnight shall be adequately barricaded or covered. Site security is the responsibility of the contractor.

#### **Transportation of Owner Supplied Tower Materials**

This deliverable includes the transportation of two 40' containers with tower materials received from the tower fabricator from Port to site after Bermuda Customs Clearance.

#### **Assembly and Erection of Tower**

This deliverable includes all works associated with the assembly and erection of tower materials including hardware, work platforms and other access materials, as well as anti-climb panels in agreement with the design and installation documents. Installation shall also conform to the

minimum requirements of TIA-222-H which references ANSI/TIA-322 and ANSI/ASSP A10.48 Standards ("This standard establishes minimum criteria for safe work practices and training for personnel performing work on communication structures including antenna and antenna supporting structures, broad-cast and other similar structures supporting communication related equipment").

### **Electrical Works and Grounding**

This deliverable involves the installation of the obstruction lighting system, the grounding and the connection of antennas to the control room.

Grounding and lighting system materials supplied by the Government are shown in Trylon's Tower Design Package. The contractor should supply any additional materials deemed necessary to complete the installation of the obstruction lighting system, the grounding and the lightning protection.

The tower shall have a complete grounding system which conforms to the minimum requirements of TIA-222-H including sizing of ground wires, component materials and system configuration. The measured ground resistance of the grounding system to earth shall not exceed 5 ohms. Additionally grounding should conform to NEC 250, NFPA 780.

### **Decommissioning of Old Guyed Tower**

All antennas located along the old guyed tower need to be removed. Most antennas will need to be migrated to the new replacement tower. Government will also supply new antennas. The rest of the antennas need to be returned to Government.

Non-Government Tenants also identified in the Reference Documents, will move their own antennas. Government will allow these tenants a 1-week time period for moving said antennas. Notification of timeline for the project from the contractor would be required early on.

The contractor will need to organize a meeting with antenna stakeholders to gather any information that might be missing for decommissioning the old tower and commissioning the new tower.

Prospect Guyed Tower Antenna Schedule document with details of existing antennas will be supplied to legitimate contractors who register their interest in responding to this Request for Proposal.

### **Commissioning of Tower**

This deliverable involves supply of any additional materials deemed to be necessary in order to commission the tower. It also includes antenna installation, testing the cables and the antennas, tuning the antennas and confirming operation of all equipment on the new tower.



The cables for the antennas must be tescos cables (<https://classic.tesco.com/products/cable-products>) or equivalent approved quality.

Time between decommissioning of the old tower and commissioning of the new tower should be minimized to avoid interruption of important government communication services.

The scope of works for this deliverable excludes antennas owned by Non-Government tenants (Inter Island Communications and IRIE FM).

Please note that the Antenna Mounting accessories shown in **Trylon's Installation Drawings (Reference Documents)** are Owner Supplied Items. Prospect Tower Antenna Schedule document with details of antennas in the new tower will be supplied to contractors who register their interest in responding to this Request for Proposal. There will be a total of 30 antennas of different types in the tower.

### **Dismantling and Removal of Old Guyed Tower**

This deliverable involves any work necessary to dismantle, remove from site and safely dispose the old guyed tower and related materials that won't be in use any more. Disposal shall be done in agreement to statutory regulations and industry best practice.

It is not necessary to remove the concrete foundation pads of the tower anchors and tower base. However, no tripping hazards should remain.

Please also note that there is extensive corrosion of the cross members of this tower and it is not considered safe to climb the structure.

### **Pipe Re-Routing, Maintenance and Reinstatement of Utility Ducts**

Existing utilities and services are known to exist within this site. The location of new main water lines is shown on the reference drawings. It is imperative that adequate means of protection are used to prevent damage to these pipes. Relocating the 6" HDPE Main Water pipe is required taking into account that the maximum time that water services can be shut off is 1 working day from 9am to 5pm.

There are also legacy services in the area, of which the exact location is not known.

This deliverable also includes:

- Opening a slip trench to find location of a water legacy pipe, and size details (presumed to be cast iron). Order materials and connect to the relocated water main pipe as shown schematically on reference drawings. Picture of required connector can be found in the Attached Reference Documents.
- Relocate pipes from wells outside of construction area in coordination with Ministry of Public Works personnel that would be present during works.

- A pipe to the old fire hydrant might be found. The fire hydrant and corresponding pipe, will be abandoned. The pipe needs to be capped off. Coordination with Water and Sewage Section will be necessary.

The Contractor is required to liaise with the Ministry Water and Sewage Section staff to enable them to supervise the pressure testing of the new pipelines, view pipes in the trench prior to backfill and be present during the connection works to existing pipes. The contractor will be responsible for adequately identifying and protecting services throughout the duration of the works.

### **Reference Documents - Location and Services Relocation Drawings**

See Annex C - Reference Documents - Tower Location and Services Relocation

### **Reference Documents - Civil Drawings Trylon**

See Annex D - Civil Drawings

### **Reference Documents - Installation Drawings Trylon**

See Annex E - Installation Drawings

### **Reference Documents - Preliminary Topographic Survey**

See Annex F - Reference Documents - Preliminary Topographic Survey

### **Reference Documents - Geotechnical Investigation Report**

See Annex G - Geotechnical Investigation Report

### **Reference Documents - Guyed Tower Condition Report**

See Annex H - Guyed Tower Condition Report

### **Reference Documents - Pipe Relocation**

See Annex I - Reference Documents - Pipe Relocation

## **B. MATERIAL DISCLOSURES**

### **Construction of Tower Foundation**

Aggregates for use in concrete must conform to the specifications. In particular, the requirements for potential alkali reactivity are of concern. Recent project by the Government have identified the potential for AAR in locally available aggregates which are primarily used for asphalt production. These are not considered suitable for concrete. The contractor must provide test results proving suitability of aggregate. It is likely that the aggregate that satisfies the Project Specifications will need to be imported.

## **Transportation of Owner Supplied Tower Materials**

Please note that it is expected that tower materials will be supplied in two 40' containers. There might be associated permits and requirements with transporting containers of this size and they will be the responsibility of the contractor.

## **Assembly and Erection of Tower**

The existing tower is to remain fully operational throughout the erection of the new tower.

## **Decommissioning of Old Guyed Tower**

There is extensive corrosion of the cross members of this tower and it is not considered safe to climb the structure. The contractor is responsible for maintaining the stability of the structure and safety of personnel throughout the duration of the works.

## **Dismantling and Removal of Old Guyed Tower**

There is extensive corrosion of the cross members of this tower and it is not considered safe to climb the structure. The contractor is responsible for maintaining the stability of the structure and safety of personnel throughout the duration of the works.

## **Pipe Re-Routing, Maintenance and Reinstatement of Utility Ducts**

Existing utilities and services are known to exist within this site. The location of new main water lines is shown on the reference drawings. It is imperative that adequate means of protection are used to prevent damage to these pipes. Any damage due to contractors activities shall be made good at the contractor's expense.

There are legacy services in the area for which we do not know the exact location. The location of the pipes to the hydrant is not precisely known either.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

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

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

#### **Certificate of Confirmation of Non-collusion**

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

### **Certificate of Incorporation**

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

### **Joint Venture Submission**

Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

1. The Proposal, and in the case of a successful Proponent, the Form of Agreement shall be signed so as to be legally binding on all partners;
2. One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
3. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
4. All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under .2 above as well as in the Submission Form and the Form of Agreement (in the case of a successful Proponent); and
5. A copy of the Agreement entered into, by the joint venture partners, shall be submitted with the Proposal.

### **Method Statement, List of Equipment and Timetable for all Deliverables**

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

The method statement will be used to judge understanding of the works, capacity to meet the schedule and requirements of the tender, and assumptions for pricing.

Method Statement for each key activity should show construction methods, equipment, workers on site, materials and general methodology for carrying out the Work. Method Statement should show Health and Safety measures to identified risks.

Measures to protect the tower corrosion paint coating system should also be included as well as procedure to touch up damaged areas.

Method Statement should be related to activities shown on the Timetable.

Timetable milestones will include but not be limited to the following:

- .1 Start of construction
- .2 Placement of orders for critical materials and equipment items
- .3 Delivery dates (to site) for critical materials and equipment items
- .4 Start and completion of foundation construction
- .5 Start and completion of tower assembly and erection
- .6 Decommissioning of old tower
- .7 Commissioning of new tower
- .8 Removal of old guyed tower
- .9 Final handover (final completion)

#### **Checklist of RFP Submittal Requirements**

The checklist is provided as guidance for a complete proposal. It does not need to be completed by the proponent.

See Annex J - Checklist of RFP Submittal Requirements

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

##### **General Requirements and Construction Specifications**

Please find attached The Specification. Note that it only applies to the Selected Proponent.

See Annex K - Specifications

##### **Construction Specifications for HDPE Water Pipes**

Please find attached Specification for Water Pipe Re-Routing. Note that it only applies to the Selected Proponent.

See Annex L - Construction Specifications for Pipe Re-routing

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

##### **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. The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) calendar days written notice has been received by the Government.

Certificates should be submitted within 15 calendar days after award of contract and before any work begins at the site.

### **Construction Safety Plan Form**

See Annex M - Construction Safety Plan Form

### **Notice of Commencement of Construction Work**

This statutory requirement is outlined in Regulation 264 of the Occupational Safety and Health Regulations 2009. The primary contractor is required to provide the information requested in the Notice of Commencement of Construction Work Form to the Ministry of Health, Safety and Health within 15 calendar days after award of contract and before any work begins at the site.

See Annex N - Notice of Commencement of Construction Work Form

### **Financial Checks**

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

No Submission Required.

### **Health and Safety Plan**

All works must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act, 1982 and Occupation Safety and Health Regulations of 2009.

Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke, and drug-free.

The successful proponent shall furnish the Government with their Health and Safety plan and completed Construction Safety Plan Form within 15 calendar days after award of contract and before any work begins at the site.

### **Safety Checklist - COVID-19**

The successful proponent shall furnish the Government with their COVID-19 Safety Checklist before any work begins at the site.

See Annex O - Safety Checklist - COVID-19

## 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	35	N/A
2	Experience, Capability and References	15	N/A
3	Understanding of the works and ability to deliver the requirements of the tender	15	N/A
4	Proposed Timetable	5	N/A
5	Social, Economical and Environmental Benefits	30	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Experience, Capability and References

The Contractor shall demonstrate competence in the erection of similar or relevant structures.

The contractor and/or his specialist Sub-Contractor should also demonstrate competence in design and installation of relevant communications networks.

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 experience of working with the proponent by its referees and/or the previous experience with government will also be considered.

See Annex P - Qualifications and references Form

### **3. Understanding of the works and ability to deliver the requirements of the tender**

Proponent must provide enough information to demonstrate the understanding of the works involved and capacity to meet their schedule and requirements of the tender.

Proponent must provide methods of protection of the coating system during transportation and erection and touch-up methodology.

Method Statement, list of equipment and timetable submitted will be used for this portion of the evaluation.

### **4. Proposed Timetable**

Please note that there are concerns about the useful life of the existing tower and hence the proponent's proposed schedule will be part of the evaluation criteria.

### **5. Social, Economical and Environmental Benefits**

The information gathered in the Local Benefits form will be used to evaluate the proposals. Considerations will be given to each of the following factors:

- Engagement of Bermudian employees during the project ;
- If the proponent is a specified business;
- If the proponent uses a specified business in their supply chain;
- If the proponent uses specified businesses and subcontractor's;
- If the proponent uses evidence of providing mentoring, apprenticeships for Bermudians or are willing to offer them;
- If the proponent uses evidence of providing internships for Bermudians or are willing to offer them;
- Safety and Health Policy;
- Safety and health record of the proponent for the three immediately preceding years of reporting;
- Environmental Considerations
- Submittal of Incumbent Certificate Information

See Annex Q - Local benefits Form



## **APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

### **Notes for the proponents**

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

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

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

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

### **Confirmation of non-collusion**

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

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

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

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

Signed

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

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