



**Ministry of Public Works and Environment  
Department of Public Lands and Building**

**Request for Proposals  
For  
The Provision of a Facilities Condition Assessment for the Bermuda Department  
of Corrections**

Request for Proposals No.: **025-NRFP-2025**

Issued: **Friday October 10, 2025**

Submission Deadline: **Monday November 10, 2025 03:00:00 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 **The Provision of a Facilities Condition Assessment for the Bermuda Department of Corrections** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

### Programme Overview

The Bermuda Department of Corrections (DOC) sits under the Government's Ministry of Justice and is tasked with maintaining secure and humane correction facilities in accordance with international standards.

With the growing prison population, evolving correctional standards, and aging infrastructure, the Government of Bermuda seeks to undertake a comprehensive review of its correction facilities.

### Project Objectives

- Assess the physical condition, capacity, and functionality of all correction facilities
- Evaluate whether the facilities meet modern security requirements
- Determine current and future occupancy requirements
- Assess modernization and development feasibility
- Align findings with the DOC's Asset Management Plan goals

The DOC operates 3 main facilities. Westgate, the principal correctional facility, was constructed in the early 1980s and spans approximately 40,000 square feet (SF). It was designed for a maximum of 250 inmates. There are also two subsidiary housing facilities which comprise the Farm Facility (for low-risk offenders) and a Co-Educational Facility (Co-Ed) for female offenders (mixed classifications), young offenders, as well as low risk male offenders. The Government's in-house substance abuse treatment programme operates out of the Right Living House which is also located within the Co-Ed Facility. A Staff Training Centre is situated within the Farm Facility.

The Government is seeking proposals from reputable firms to provide an independent, professional evaluation of its Correctional Facilities and to assess the suitability of the existing infrastructure in relation to current and future operational demands, international standards, and human rights obligations.

### Summary of Requirements

The final expected outcome is that the Government will receive reasoned and documented advice on whether the existing infrastructure is capable of supporting modern correctional operations, and a proposed strategic direction toward modernising the DOC facilities.

## 1.2 RFP Contact

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

Cyprian Smith, MRICS  
Director,

Department of Public Lands and Buildings  
Email: cyhsmith@gov.bm

The Project Lead is Cyprian Smith, Director of Public Lands and Buildings.

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 Cyprian Smith, MRICS, Director, Department of Public Lands and Buildings Email: cyhsmith@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 (4) months.

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 October 10, 2025
Pre-Bid / Site Meeting	Friday October 17, 2025 10:00 AM
Deadline for Questions	Wednesday October 22, 2025
Deadline for Issuing Addenda	Monday October 27, 2025
Submission Deadline	Monday November 10, 2025 03:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Monday November 17, 2025
Contract Negotiation Period	12 calendar days
Anticipated Execution of Agreement	Monday February 02, 2026

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

A pre-bid meeting will be held Thursday, October 17th, 2025, at 10:00 a.m. at the 3rd floor training room of the Ministry of Public Works and Environment's Headquarters. Proponents are required to register their interest to attend by 5:00 PM, October 16th, 2025, with [publicworkstenders@gov.bm](mailto:publicworkstenders@gov.bm).

Proponents who cannot attend in person, will be provided a link to attend the meeting virtually.

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

The Ministry of Public Works and Environment, Head Office located at:

Ministry of Public Works and Environment, Head Office  
3rd Floor General Post Office Building,  
56 Church Street,  
Hamilton Bermuda

Hand-delivered, regular mail or email submissions are acceptable.

**IMPORTANT: ALL HARD COPY SUBMITALS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS AND ENVIRONMENT**

Responses should be labelled **"RFP-The Provision of a Facilities Condition Assessment for the Bermuda Department of Corrections"**.

Electronic mail (E-Mail) submissions are accepted at [publicworkstenders@gov.bm](mailto:publicworkstenders@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 **"RFP-The Provision of a Facilities Condition Assessment for the Bermuda Department of Corrections"**. Please ensure to send a copy of your proposal in Adobe or equivalent PDF format.

### 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 3 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 Monday November 10, 2025 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

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

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

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

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.

The attached template is an example of the Government's Service Agreement which will be used to conclude a contract with the successful proponent.

See Annex A - Standard Format Services Contract

## 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><b><u>Declaration of Interest:</u></b> 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:

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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.

**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 25 percent of the total score.

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

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

2.2 The respondent is in a stable financial position

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

2.3 The respondent has no outstanding Government debt

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

In addition to any 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 and Schedule of Rates Form

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **Facility and Infrastructure Assessment**

##### **General Instructions:**

Provide a Facility and Infrastructure assessment of the physical condition, capacity, and functionality of all Bermuda's correction facilities. Proponents shall include the parameters, constraints, assumptions, and exclusions with their recommendations for each deliverable.

We have provided metrics in order to provide proponents with an idea of the size of the facilities; however, proponents shall take note that the unit of measure varies.

##### **General Scope of Assessment Works**

###### **Westgate Correctional Facility, Sandys Parish (~ 92K SF total building footprint)**

1. The main maximum-security facility for adult males
2. The majority of inmates are within the Medium security classification
3. The majority of inmate assessment and treatment programmes take place at the facility

###### **Farm Facility, Ferry Reach, St. George's Parish (~35K SF total building footprint)**

1. Open facility for low-risk male offenders
2. Focuses on agricultural and work-based rehabilitation programs
3. Houses the Department of Corrections Staff Training Centre

###### **Co-Educational Facility, Ferry Reach, St. George's Parish (~40K Gross external floor area)**

1. Accommodates female offenders and some juvenile inmates (male and female)
2. Located adjacent to the Farm Facility
3. Houses the Right Living House

###### **The Right Living House (Wing within the Co-Educational Facility)**

1. Provides inmates with a structured rehabilitation environment
2. Emphasizes behavioural therapy and reintegration support
3. The layout and spatial efficiency require a review to enable more effective security, supervision, and rehabilitation programs
4. All findings shall be benchmarked against international standards (e.g., UN Mandela Rules, ACA guidelines and ICPA)

**Total official capacity: ~ 375 inmates**

**Current population: ~ 159 inmates at ~ 42% occupancy**

The assessment shall comprise, without limitation, the following framework of activities:

Carry out investigatory services including stakeholder consultation, review of drawings, maintenance records, and occupancy data

1. Conduct site visits and provide condition surveys of each facility
  - a. Evaluate facility condition and performance, identifying any existing conditions or potential problems that could affect the future performance and integrity of each building as well as the DOC's operations and function. At the minimum, the following elements are expected to be evaluated:
    - i. Structural integrity of walls (including retaining walls), floor, and superstructure framing
    - ii. Building interior and exterior façade
    - iii. Ceiling systems and roof voids
    - iv. Electrical, mechanical, and plumbing systems
    - v. HVAC and ventilation
    - vi. Roof framing and roof covering, interior and external surface treatments and finishes
    - vii. Fire detection, suppression and monitoring systems
    - viii. Security infrastructure (e.g., CCTV, locking mechanisms, perimeter fencing, controls automation)
    - ix. Windows and doors including security systems and features
    - x. Elevator and other transport systems
    - xi. Fixed fixtures, furnishings and fittings
    - xii. Access paths, pavements, parking areas, equipment and devices
    - xiii. Outdoor furniture, fixtures and fittings

In addition:

1. Asbestos containing materials and abatement recommendations
2. The presence, or potential occurrence of dampness and/or mould, its source and appropriate prevention methods
3. Hazardous materials, pollution, contamination, its sources, effects, and appropriate prevention methods

### **Security Compliance**

Evaluate whether the facilities meet current building, legal, efficiency and modernisation standards requirements for the listed security categories and assess fire safety, surveillance, inmate monitoring systems, and risk management protocols.

1. Maximum security
2. Medium security
3. Minimum security levels

### **Occupancy and Capacity Analysis**

1. Evaluate current overcrowding conditions
2. Determine operational impact and implications for safety and human rights

### **Modernization, Renovation, and Reconstruction Feasibility Studies**

Proponents shall consider various modernization options, their impact, and recommend the most appropriate route to upgrading the facilities. Recommendations shall include comparative cost-benefit analyses for each option. Proponents should include, but not be limited to, each of the following options in their response:

1. Renovate and expand
2. Demolish/partially demolish and redevelop
3. Fully decommission and replace with purpose-built facilities
4. Phased demolition and build approach

Modernisation considerations:

1. Staff and inmate relocation (by classification) and associated costs considerations
2. The presence of hard rock and caves, specifically at the Westgate Correctional Facility. Soil and ground conditions for other facilities are to be considered
3. Bermuda's corrosive environment and impact on metals
4. Correction facilities close proximity to the ocean
5. Aligning findings with the Department's Asset Management Plan goals including:
  - a. Extending asset life cycles
  - b. Reducing energy and water consumption
  - c. Enhancing safety and compliance
  - d. Improving inmate and staff conditions

The Asset Management Plan or excerpts of it will be provided to the successful proponent.

### **Stakeholder Consultation, Reporting, and Presentation**

The successful proponent shall identify, consult, and brief participating stakeholders at inception and throughout the assessment process. At a minimum, bi-weekly debriefs/status reports shall be provided to stakeholders:

1. The Department of Corrections
2. The Ministry of Public Works and Environment
3. The Department of Public Lands and Buildings
4. Ministry of Legal Affairs & Constitutional Reform
5. Bermuda Police Service
6. Civil society groups

Type of Reports shall include:

1. Stakeholder Briefing Reports for Information or Decision (e.g. status of service performed, challenges/risks, risk impact, risk approach, stakeholder actions or actions required by others, next steps etc.)
2. An Inception Report (e.g. Summary – purpose, goals, assessment methodology, expected outputs and outcomes, Outline Schedule etc.)
3. A Facility and Infrastructure Assessment Final Report
4. A Modernisation and Renovation Feasibility Final Report

Content of Reports shall include:

1. An individual report for each facility, with photos, observations, and ratings including:

- a. Risk and Deficiency Analysis
- b. Recommended Intervention - (short, medium, and long-term)
- c. Ratings describing the level of a facilities condition
- d. High-level Cost Estimates
- e. Cost-benefit Analysis of options
- f. Development Appraisal for proposed new builds including a sensitivity analysis of projections and prioritization of costs over specified periods
- g. Works Phasing Strategy
- h. Recommendations of local and international design standards a new facility will be required to meet
- i. A Strategic Options Report
- j. A summary and consolidation of findings and recommendations

Proponents shall allow the Government at least (3) reviews of report iterations before submitting the final.

### **Presentation**

A presentation of the findings of the final reports shall be presented to senior Government officials and stakeholders.

### **Governing Legislation, Standards, and Background Information**

1. Treatment of Offenders Board Act 1979
2. Prison Act 1979
3. Prison Rules 1980
4. Young Offenders Act 1950
5. Senior Training School Rules 1951
6. Prison Officers (Discipline, Etc.) Rules 1981
7. Sections of the Mental Health Act 1968 and portions of other Legislation
8. Sections of the Parole Board Act
9. Sections of the Criminal Code Amendment Act
10. International Corrections and Prisons Association

### **International standards**

Design recommendations shall conform to applicable local and international prison design standards and codes such as the UN Mandela Rules, ACA guidelines and ICPA.

### **Background Information**

Proponents may visit the DOC's website for their Pati Information Statement on the structure and operations of the Department of Corrections [pati information statement final apr 1 2015.pdf](#).

## **B. MATERIAL DISCLOSURES**

### **Facility and Infrastructure Assessment**

We have provided metrics in order to provide proponents with an idea of the size of the facilities; however, proponents shall take note that the unit of measure, denoting the size of facilities, varies.

## **Security Screening (Also see Pre-condition of Award)**

Only the successful proponent will be provided access to the facilities

1. Site access requirements (The sites will be accessible during regular business days unless provided otherwise)
2. Tools of trade may be subject to security checks and clearance. Items other than tools of the trade will not be permitted on the facilities
3. Individual background checks will be required to access the facilities. Proponents shall bare the applicable cost. Annex C provides the Bermuda Police Records Check application and guidance notes (Ref SF39). Overseas proponents are to apply to the appropriate law enforcing agency, within their jurisdiction, for the applicable police record check or certificate of good standing.

See Annex C - Police Records Check Application (SF39)

## **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**

#### **Company Profile/Qualifications and Experience**

Proponents company profile shall include but is not limited to providing:

#### **Relevant Expertise and Qualifications**

1. Demonstrated experience in correctional infrastructure evaluation, preferably in multiple security classifications (maximum, medium, minimum)
2. Professional registration as an architectural, engineering, or prison consultancy firm
3. Evidence of work on government or public sector infrastructure projects of similar scale and complexity
4. Familiarity with international standards (UN Mandela Rules, ACA guidelines, etc.)

5. Evidence of holding Professional Indemnity Insurance

### **Team Composition and Capability**

1. Qualifications and roles of proposed personnel, including sub-consultants.
2. Relevant experience of each team member with similar correctional facility projects.
3. Availability and commitment to meet the 3–4 month project timeline.
4. Quality and Clarity of Deliverables
5. Quality of past deliverables (technical reports, strategic options documents, cost analyses).
6. Proposal's clarity in describing how deliverables will meet the inception, assessment, strategic options, and final reporting requirements.
7. Use of clear, actionable recommendations supported by evidence.

### **Past Performance and References**

1. Positive written feedback from previous clients on similar assignments. These are to be provided within the proposal and not by making reference to a website or similar external source.
2. Evidence of delivering projects on time, within budget, and to required quality standards.

See Annex D - Reference Form/Company Profile/CV/Relevant Projects

### **Proposed Methodology and Programme**

The Method Statement shall include:

1. A clear, structured methodology for infrastructure assessment, security compliance review, capacity analysis, and cost-benefit scenario development.
2. Incorporation of site visits, condition surveys, stakeholder consultations, and benchmarking against global best practices.
3. Risk identification and mitigation strategies for potential challenges.
4. Demonstrated ability to align findings with Asset Management Plan goals (e.g., lifecycle extension, sustainability, safety).
5. Evidence in the proposal that the consultant understands Bermuda's correctional system and its unique geographic, operational, and legal context.
6. Recognition of the four facilities' differing operational roles and rehabilitation priorities.
7. Consideration of current and projected inmate populations, human rights obligations, and rehabilitation outcomes.
8. Proponents shall provide a programme of works in the form of a Gantt Chart. The estimated duration is 3 to 4 months.

### **Professional Indemnity Insurance**

Proponents shall hold public liability and professional indemnity insurance to a level adequate and appropriate for the services required. In addition to standard professional services provided by a multidisciplinary team of the built environment, a Proponent shall indicate its total liability for asbestos, contamination, and mold matters. The period of the professional/consultant's liability shall be from the date an agreement is concluded to at least 6 years after the service is completed.

## **Local Benefits**

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

Each proponent should provide the following in its proposal:

1. Percentage of Bermudians employed by the bidder
2. Number of Bermudians employed by the bidder
3. Is the bidder a Specified Business?
4. Will the bidder use a Specified Business(es) in their supply chain?
5. Will the bidder use a Specified Business(es) as a subcontractor(s)?
6. Does the bidder offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
7. Does the bidder have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Professional Registrations**

Proponents' teams shall be multidisciplinary and comprise, at the least, the following:

1. A professional Building Surveyor (at least 10 years experience)
2. A professional Structural engineer
3. A professional Electrical engineer
4. A professional Mechanical engineer
5. A professional Quantity surveyor (at least 5 years experience)

## **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.

## **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.

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

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

#	Category	Weighting (%)	Threshold
1	Pricing	25	N/A
2	Company Profile/Relevant Qualifications, Projects, Experience and References	20	N/A
3	Proposed Methodology and Programme	25	N/A
4	Local Benefits	30	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Company Profile/Relevant Qualifications, Projects, Experience and References

Provide three (3) written references from clients who have obtained goods or services from the proponent in the last three (3) years which are similar to those requested in this RFP

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

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

A proponent's Company Profile shall include the contents as provided under Mandatory Submission Requirements. Proponents must also complete the Reference Form provided at Annex D.

### Relevant Expertise and Qualifications

1. Demonstrated experience in correctional infrastructure evaluation, preferably in multiple security classifications (maximum, medium, minimum)
2. Professional registration as an architectural, engineering, or prison consultancy firm
3. Evidence of work on government or public sector infrastructure projects of similar scale and complexity
4. Familiarity with international standards (UN Mandela Rules, ACA guidelines, etc.)
5. Evidence of holding Professional Indemnity Insurance

### Team Composition and Capability

8. Qualifications and roles of proposed personnel, including sub-consultants.

9. Relevant experience of each team member with similar correctional facility projects.
10. Availability and commitment to meet the 3–4 month project timeline.
11. Quality and Clarity of Deliverables
12. Quality of past deliverables (technical reports, strategic options documents, cost analyses).
13. Proposal's clarity in describing how deliverables will meet the inception, assessment, strategic options, and final reporting requirements.
14. Use of clear, actionable recommendations supported by evidence.

### **Past Performance and References**

3. Positive written feedback from previous clients on similar assignments. These are to be provided within the proposal and not by making reference to a website or similar external source.
4. Evidence of delivering projects on time, within budget, and to required quality standards.

### **3. Proposed Methodology and Programme**

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 required services 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".

#### **4. Local Benefits**

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)

See Annex E - Local Benefit 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 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 \_\_\_\_\_