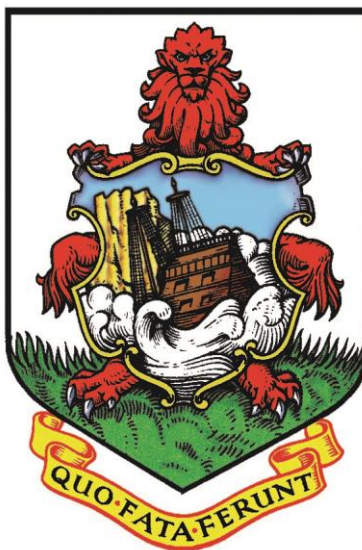




Ministry of Home Affairs

Department of Energy

Request for Proposals
For
Development of Broadcasting Reform Consultation Document

Request for Proposals No.: **DOEBR001**

Issued: **Tuesday November 18, 2025**

Submission Deadline: **Tuesday December 9, 2025 05:00:00 PM Bermuda Local Time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Proponents	3
1.2 RFP Contact.....	4
1.3 Type of Contract for Deliverables	4
1.4 RFP Timetable	4
1.5 Submission of Proposals	4
PART 2 – EVALUATION, NEGOTIATION AND AWARD	6
2.1 Stages of Evaluation and Negotiation	6
2.2 Stage I – Mandatory Submission Requirements	6
2.3 Stage II – Evaluation	6
2.4 Stage III – Pricing.....	6
2.5 Stage IV – Ranking and Contract Negotiations.....	6
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	8
3.1 General Information and Instructions	8
3.2 Communication after Issuance of RFP	9
3.3 Notification and Debriefing.....	10
3.4 Conflict of Interest and Prohibited Conduct.....	10
3.5 Confidential Information	12
3.6 Procurement Process Non-Binding	13
3.7 Governing Law and Interpretation	14
APPENDIX A - FORM OF AGREEMENT.....	15
APPENDIX B – SUBMISSION FORM	16
APPENDIX C – PRICING.....	20
APPENDIX D – RFP PARTICULARS	22
A. THE DELIVERABLES.....	22
B. MATERIAL DISCLOSURES	25
C. MANDATORY SUBMISSION REQUIREMENTS	26
D. MANDATORY TECHNICAL REQUIREMENTS	28
E. PRE-CONDITIONS OF AWARD.....	28
F. RATED CRITERIA	29
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	31
 ANNEX A - SAMPLE FORM OF AGREEMENT TEMPLATE	
 ANNEX B - PRICING FORM	
 ANNEX C - COMPANY PROFILE	
 ANNEX D - LOCAL BENEFITS FORM	

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 **Development of Broadcasting Reform Consultation Document**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

In 2013, Squire and Patton produced the initial iteration of the Broadcasting Reform document. Building upon this foundation, the Department of Energy subsequently developed a second iteration, which expanded the framework to include provisions for political broadcasting and provided greater clarity on the principle of convergence, first introduced in the original draft.

The Department of Energy now seeks to engage a qualified consultant to review the second iteration in conjunction with relevant broadcasting and media policy documents from comparable jurisdictions. The objective of this engagement is to obtain expert analysis and recommendations to support the finalization of Bermuda's Broadcasting Reform Policy, ensuring that it reflects international best practices while remaining responsive to Bermuda's unique regulatory and cultural context.

Proponents should clearly outline their relevant experience and expertise in broadcasting policy reform, comparative regulatory analysis, and stakeholder consultation within small or emerging markets.

1.2 RFP Contact

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

Ms. Patricia DeShields
Department of Energy
Government Administration Building, 3rd Floor
30 Parliament Street
Hamilton HM 12

Email: pdeshields@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, regarding any matter related to this RFP. Failure to adhere to this requirement may result in disqualification of the proponent and the rejection of its proposal.

Prior to the Submission Deadline noted in the RFP Timetable below, proponents who download this RFP and intend to submit a proposal are required to register their interest by emailing their company name, contact person, and contact information to the RFP Contact.

Any amendment or addenda (if any) to this RFP will be on the Government of Bermuda Procurement Notices webpage at <https://www.gov.bm/procurement-notices>. Proponents are responsible for visiting the Government Portal regularly to ensure they obtain all updates 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 outlined in the Form of Agreement (Appendix A) will 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 initial term of the agreement shall be for a period of ninety (90) days, with an option, at the sole discretion of the Government, to extend the agreement under the same or revised terms and conditions acceptable to both the Government and the selected proponent, for an additional term of up to sixty (60) days. An Agreement is subject to change until fully executed.

Joint submissions are acceptable; however, if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor and assume full contractual responsibility for performance under the agreement.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Tuesday, November 18, 2025
No Pre-Bid / Site Meeting	Not Applicable
Deadline for Questions	Tuesday, November 25, 2025
Deadline for Issuing Addenda	Tuesday, December 2, 2025
Submission Deadline	Tuesday, December 9, 2025 05:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Tuesday, January 6, 2026
Contract Negotiation Period	Thirty (30) calendar days
Anticipated Execution of Agreement	Tuesday, February 3, 2026

All times listed are Bermuda local time. The RFP timetable is tentative only and may be modified by the Government at its sole discretion. For greater clarity, "**business days**" means all days which the Government of Bermuda offices are open for business.

1.4.2 Site Visit / Pre-Bid Meeting – Not Applicable

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Ms. Patricia DeShields
Department of Energy
Government Administration Building, 3rd Floor
30 Parliament Street
Hamilton HM 12

Email: pdeshields@gov.bm

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 not be accepted or evaluated.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents shall submit one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy are submitted and there is a conflict or inconsistency between them, the hard copy shall 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. Such authorization shall consist of a written authorization attached to the Submission Form (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An electronic record of signature will be accepted in the submission only in accordance with the requirements laid out in the Electronic Transactions Act 1999. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and do not be opened until Friday November 28, 2025 05:00:00 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-notice>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

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

3.4.8 Past Performance or Past Conduct

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

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

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

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

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

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

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

3.7 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A - FORM OF AGREEMENT

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

See Annex A - Sample Form of Agreement Template

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. 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. <u>Declaration of Interest:</u> The proponent shall provide details of its ownership and/or managerial structure upon request from the Government. The proponent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of the Goods and Services. Such statement shall be provided at least annually or if there is any change in the interest of the proponent.	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Tax Payroll Number issued by the Government of Bermuda:	
Proponent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

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

6. No Prohibited Conduct

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

7. Conflict of Interest

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

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

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

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

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

8. Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

End of Appendix B

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having it's 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 40 percent of the total score.

Pricing will be evaluated based on the total cost submitted for the Deliverables, with points awarded accordingly to the formulas and criteria outlined below. Each respondent will receive a score out of the total possible points allocated to the price category based on their submission.

2.1 Price (Inclusive of All Costs - Non-Construction Goods and Services)

(a) Scoring will be based on a relative ranking of bids.

(b) Points are awarded as follows:

5 points = Lowest bid

4 points = Next lowest bid

3 points - Third lowest bid

2 points - Fourth lowest bid

1 point - Second most expensive bid

0 point - Most expensive bid

(c) All costs must include margins, overheads, processing fees, and any other charges necessary to complete the Deliverables as specified in the RFP.

2.2 The respondent is in a stable financial position

Following verification of the respondent's financial position (e.g., bank reference checks), points are awarded as follows:

5 points - All financial checks sound

3 points - Minor financial concerns

1 point - Major financial concerns

0 points - No evidence provided or evidence of severe financial instability

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council, the Tax Commissioner, and the Registrar of Companies, points are awarded as follows:

5 points - No outstanding Government debt; all checks sound

3 points - Minor outstanding debts or issues

1 point - Major outstanding debts

0 points - No evidence provided or evidence of server financial non-compliance

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

The Government seeks the engagement of a qualified consultant to develop Bermuda's Broadcasting Reform Policy. The Deliverables are structured across three key phases: (i) Research and Analysis, (ii) Policy Development, and (iii) Consultation Facilitation, as follows:

A.1. Research Other Jurisdictions' Policy and Legislation

A.1.1. Comparative Legislative Review Report

The Consultant shall prepare a Comparative Legislative Review Report that provides a foundation for Bermuda's Broadcasting Reform Policy.

The report shall include:

- (a) A concise overview of the governing Acts, regulations, and policies related to broadcasting and digital media.
- (b) An outline of governance structures and institutional arrangements between ministries, regulators, and broadcasters.
- (c) A comparative analysis highlighting key similarities and differences between the selected jurisdictions and Bermuda's framework.
- (d) Identification of international and regional trends in digital broadcasting, streaming, and content regulation.
- (e) A comparative matrix summarizing strengths, weaknesses, and lessons learned.

A.1.1.1. Policy Gap and Alignment Analysis

The Consultant shall conduct a comprehensive policy and legislative gap analysis, comparing Bermuda's current broadcasting framework with international best practices and emerging trends in digital media within each selected jurisdiction.

The selected jurisdictions will be identified collaboratively between the Government and the Consultant, with the Government retaining final decision-making authority. The Consultant shall then conduct a comprehensive comparative analysis and gap assessment of Bermuda's current broadcasting framework against international best practices within each selected jurisdiction.

The analysis shall include:

- (a) Mapping of Bermuda's Broadcasting Act and related regulations against corresponding frameworks of the selected jurisdictions.
- (b) Identification of policy and legislative gaps, overlaps, outdated provisions, and opportunities for modernization.

- (c) Recommendations to align Bermuda's broadcasting framework with emerging international and regional standards, incorporating flexibility to accommodate future technological and market shifts.
- (d) Consideration of cross-sectoral issues such as media independence, cultural preservation, digital transformation, and convergence with telecommunications and online content platforms.
- (e) Evaluation of future-focused themes, including artificial intelligence in content governance, cybersecurity and data protection in media operations, sustainable broadcasting practices, and digital innovation strategies that promote equitable access and resilience.

Additional Requirements

The Consultant shall also consider emerging and forward-looking development in global broadcasting and media regulation, including but not limited to:

- (a) Assess how selected jurisdictions are adapting policies to address the convergence between broadcasting, telecommunications, and online platforms, including streaming, on-demand, and digital content distribution.
- (b) Evaluate the integration of AI in content curation, moderation, and production; data governance; and the ethical and regulatory measures adopted to ensure responsible innovation and public trust.
- (c) Identify models that promote local creative industries and cultural representation in the digital media environment, while maintaining competitiveness with global streaming platforms.
- (d) Highlight international approaches that ensure equitable representation of gender, ethnicity, and marginalized voices in broadcasting policy, media ownership, and content regulation.
- (e) Examine how other jurisdictions integrate green and sustainable practices into broadcasting infrastructure, operations, and digital transitions.
- (f) Assess measures by other jurisdictions to safeguard broadcasting infrastructure and digital platforms against cyber threats, misinformation, and systematic disruptions, ensuring continuity and public trust in media systems.

Performance Indicator

Submission of a comprehensive, well-structured report (approximately 30–40 pages) that includes:

- (a) An executive summary and comparative overview of each jurisdiction.
- (b) Forward-looking insights on digital transformation, innovation, inclusion, and sustainability.
- (c) Visual comparative matrices highlighting legislative and policy trends.
- (d) Prioritized recommendations to future-proof Bermuda's broadcasting framework over the next 5-10 years.

(e) Clear findings, visual charts, and full reference to all legislation, policies, and regulatory best practices consulted.

To Finalize the Broadcasting Reform Document

A.1.1.2. Draft Broadcasting Policy for Consultation

Based on the comparative research and gap analysis, the Consultant shall develop a comprehensive **Draft Broadcasting Policy** suitable for release for public consultation.

The draft policy shall:

- (a) Articulate Bermuda's national vision and policy objectives for broadcasting, digital media, and content regulation.
- (b) Integrate findings and recommendations from Deliverables A.1.1 and A.1.1.1 into a coherent policy framework.
- (c) Outline guiding principles on licensing, spectrum allocation, content standards, local content requirements, and digital transition.
- (d) Define institutional roles and responsibilities between the Ministry, the Regulatory Authority, and broadcasters.
- (e) Include an implementation framework with policy actions, timelines, and measurable outcomes.
- (f) Provide an executive summary and consultation questions to guide stakeholder feedback.

Performance Indicator

Submission of a concise 25–30-page Draft Broadcasting Policy that is clear, actionable, and formatted for public release and stakeholder consultation.

To Facilitate the Policy Document Consultation Process

A.2. To Facilitate the Policy Document Consultation Process

Consultation Process Design and Summary Report

The Consultant shall facilitate the full consultation process and deliver a comprehensive report summarizing outcomes, key feedback themes, and recommended revisions to the Draft Broadcasting Policy.

The work shall include:

- (a) Development of a Consultation Plan outlining objectives, stakeholder categories, communication channels, engagement tools, and timelines.
- (b) Preparation of consultation materials (e.g., executive summaries, briefing notes, presentation slides, and feedback forms).

- (c) Organization and facilitation of at least two stakeholder consultation sessions and one public consultation session, either in-person or virtually, as approved by the Ministry.
- (d) Recording and documentation of stakeholder feedback and questions during all sessions.
- (e) Analysis and categorization of stakeholder responses to identify consensus areas and divergent views.
- (f) Preparation of a Consultation Summary Report including recommendations for policy refinement and incorporation of stakeholder input into the Final Broadcasting Policy.

Performance Indicator

Submission of a Consultation Summary Report (approximately 20–25 pages) with an accompanying annex of stakeholder comments, a summary of consultation sessions held, and clear recommendations for policy adjustments.

B. MATERIAL DISCLOSURES

The successful proponent's deliverable shall be subject to an acceptance process as outlined below, which specifies the standards, review procedures, and conditions under which each deliverable will be reviewed, approved, and accepted by the Government.

Research other similar and relevant jurisdictions' policy and legislation

The deliverable under this disclosure is the *report from researching other similar and relevant jurisdiction*. Acceptance of this report shall be at the sole discretion of the Government of Bermuda, acting through the Department of Energy. Acceptance will be based on the report meeting the agreed scope, content, and quality standards as set out in the Terms of Reference.

The Government reserves the right to request amendments, clarifications, or rework to ensure that the report adequately addresses all required elements. The consultant shall make such revisions within a reasonable timeframe and at no additional cost to the Government.

Payment for the Interim Report shall only be made upon written confirmation by the Government that the deliverable has been reviewed and accepted as meeting all contractual and technical requirements. The Interim Report must be submitted within the specified timeframe unless an extension is approved in writing by the Government.

To Finalize the Broadcasting Reform Document

The deliverable under this disclosure is the *finalized Broadcasting Reform Policy Document*. Acceptance of this report shall be at the sole discretion of the Government of Bermuda, acting through the Department of Energy, and shall be contingent on full incorporation of feedback from the Interim Report and compliance with the project objectives and Terms of Reference.

The Government reserves the right to require revisions or amendments to the Final Report to ensure accuracy, completeness, and consistency with project expectations. Such revisions shall be carried out promptly and without additional cost to the Government.

Final acceptance and payment shall only occur upon written confirmation by the Government that the Final Report has been reviewed, approved, and accepted as meeting all contractual and

technical requirements. The Final Report must be submitted within the agreed completion date, unless otherwise extended in writing by the Government.

To Facilitate the Policy Document Consultation Process

The following Material Disclosure is to facilitate the consultation process and collate responses and recommended changes to the policy.

The deliverable under this disclosure is the *Consultation Report*, which shall summarize stakeholder feedback, key themes, and proposed amendments to the draft policy. Acceptance of this report shall be at the sole discretion of the Government of Bermuda, acting through the Department of Energy. Acceptance will be contingent upon the report meeting the agreed objectives, scope, and quality standards set out in the Terms of Reference.

The Government reserves the right to request clarifications, amendments, or rework to ensure that the Consultation Report accurately reflects stakeholder input and provides clear, actionable recommendations. Such revisions shall be completed within a reasonable timeframe and at no additional cost to the Government.

Payment for this deliverable shall only be made upon written confirmation by the Government that the Consultation Report has been reviewed, approved, and accepted as meeting all contractual and technical requirements. Submission shall be made within the agreed timeframe unless an extension is formally approved in writing by the Government.

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

Project Personnel Qualifications and References

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

See Annex C - Annex C - Reference Form

Local Benefits Form

Each Proposal must include the completed Local Benefit Form as required.

See Annex D - Local Benefits Form

Methodology, Engagement, and Schedule

This is a Mandatory Technical Requirement and will be evaluated under the Experience and technical Capacity section of the Rated Criteria.

Proponents must be provided a task-based methodology covering, at minimum:

- (a) Baseline review
- (b) Gap analysis
- (c) Options development
- (d) Regulatory impact assessment
- (e) Cost-benefit analysis
- (f) Policy drafting
- (g) Implementation roadmap

The engagement plan must include consultation with the Regulatory Authority and licensed broadcasters, with at least two structured sessions held in Bermuda or virtually during Atlantic business hours.

A dated schedule must clearly identify key milestones, including:

- (a) Consultative draft
- (b) Final draft
- (c) Final policy

Evidence Required:

- (a) Detailed methodology document.
- (b) Engagement plan, including draft agendas and in response-to-comments template.
- (c) Schedule with milestones.

D. MANDATORY TECHNICAL REQUIREMENTS

Relevant Experience

The proponent must have completed at least three (3) broadcasting or electronic communications policy assignments from 1 January 2020 and the present, including at least one assignment that was formally adopted by a government or regulator.

Evidence Required:

- Project list with dates, clients, jurisdictions, outcomes.
- Two (2) referees with contact details.

Jurisdictional knowledge

Proponents must demonstrate a clear and comprehensive working knowledge of Bermuda's legislative and regulatory framework governing the broadcasting and electronic communications sector. This ensures that the proposed team can effectively carry out the assignment.

The team must demonstrate working knowledge of Bermuda laws governing the sector, including:

- (a) Regulatory Authority Act 2011
- (b) Electronic Communications Act 2011
- (c) Personal Information Protection Act 2016
- (d) Public Access to Information Act 2010

Evidence Required:

- A one-page mapping of the assignment to the cited laws, demonstrating alignment with Bermuda's regulatory framework.
- One anonymized sample of similar work demonstrating relevant experience and application of jurisdictional knowledge.

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 categories, weightings and descriptions of the rated criteria are set out below. 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	40	N/A
2	Experience and Technical Capacity	25	N/A
3	Local Benefits	30	N/A
4	References	5	N/A
Total Points		100	

1. Pricing

See Appendix C – Pricing Form

2. Experience and Technical Capacity

Assesses the qualifications, knowledge, skills, and relevant experience of the proponent and proposed team to successfully deliver the project.

Proponents must provide:

1. Description of the proponent and team.
2. Evidence of past performance on similar projects.
3. Roles and responsibilities of team members, agents, and subcontractors.
4. Methodology, engagement, and schedule proposal (as detailed under Mandatory Technical Requirements)

Evaluation Questions:

- (a) Are sufficient people with the requisite skills assigned?
- (b) Does the team understand the Government's needs?
- (c) Can the proponent lead, facilitate, and coordinate project planning and execution?
- (d) Do team members have the necessary skills and experience?
- (e) Has the proponent performed well on prior projects?
- (f) Can the work be completed within the required timeframe?
- (g) Does the proponent offer evidence of sufficient, suitably experienced resources available to complete the work?
- (h) Does the proponent have a good track record of ensuring the health, safety, and welfare of all employees?

(i) Were the proponent's referees positive about their experience, and would they use the proponent again?

3. 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)

4. References

Relevant Projects and References

Evaluates the proponent's prior performance on similar projects through client feedback. Proponents must provide three (3) references from clients who obtained similar goods or services within the last three (3) years.

Evaluation Questions: -

- Does the proponent have a prior relevant, positive experience completing similar projects?
- Does the proponent have experience working with public sector organizations?

See Annex C- Company Profile 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 _____