



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

**Request for Proposals**

**For**

**Tulo Valley Greenhouse: Design-Build, Training and Maintenance Contract - 21  
Controversy Lane, Pembroke, Bermuda, HM 02**

**Request for Proposals No.: 0763-RFP-2026**

**Issued: Tuesday February 03, 2026**

**Submission Deadline: Monday March 09, 2026 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 **Tulo Valley Greenhouse: Design-Build, Training and Maintenance Contract - 21 Controversy Lane, Pembroke, Bermuda, HM 02**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

## **SUMMARY OF REQUIREMENTS**

The Bermuda Government requires proposals from reputable design-builders to design, build, and maintain a safe, functional, and sustainable greenhouse production facility at the Tulo Valley Plant Nursery.

This Request for Proposals follows a Request for Information, issued July 30th, 2025, which gathered greenhouse production facilities design information from the market.

## **PROJECT OVERVIEW**

Tulo Valley Park and Government Plant Nursery is a 5.92-acre facility, which consists of greenhouses, slat houses, potting area, plant beds, and an office surrounded by a wooded hillside.

Tulo Valley Nursery is within the remit of the Parks Department. Operations include support of the goals of the Bermuda Biodiversity Strategy and Action Plan. It produces plant material for the National Parks and Nature Reserves, bedding plants for Government facilities and specialized plants for the Botanical Gardens, Arboretum, and Woodlands. The facility also provides plant material for the Department of Planning's Plant Voucher New Development programme and potential agricultural initiatives.

The production greenhouses at Tulo Valley are now in poor condition, falling short of plant production and protection requirements. The steel-framed structure has extensive corrosion and section loss. Ventilation and irrigation systems are substandard and inadequate. Consequently, the Government is soliciting proposals from reputable design-builders.

This is a 3-phase project:

- Phase 1 - Design
- Phase 2 - Demolish Existing and Build New Galvanised Steel Framed Structure
- Phase 3 - Training and Maintenance

Following the design and build stages, the successful proponent will be required to maintain the facility and its systems for a term of (7) years. The Government also requires the proponent to provide operational and maintenance training for users and maintenance personnel.

## **PROJECT OBJECTIVES**

**Design, Build, and Maintain a Steel-framed Green House Production Facility to:**

- Enable a sustainable, functional, and operational facility
- Support the Bermuda Biodiversity Strategy and Action Plan
- Increase capacity for plant production, growth, and storage to better support clients
- Support the propagation of rare and endangered plants
- Deliver a cost-effective solution with manageable ongoing maintenance requirements.

## **1.2 RFP Contact**

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

Deanna Edwards  
Project Manager  
Department of Public Lands and Buildings  
Email: dmedwards@gov.bm

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

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

Deanna Edwards  
Project Manager  
Department of Public Lands and Buildings  
Email: dmedwards@gov.bm

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

## **1.3 Type of Contract for Deliverables**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of approximately 8 years, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 1 year.

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	Tuesday February 03, 2026
Pre-Bid / Site Meeting	Wednesday February 11, 2026 09:00 AM
Deadline for Questions	Friday February 20, 2026
Deadline for Issuing Addenda	Friday February 27, 2026
Submission Deadline	Monday March 09, 2026 03:00:00 PM
Rectification Period	3 business days
Anticipated Initial Ranking and Commencement of Concurrent Negotiations	Thursday March 26, 2026
Anticipated Deadline for Submission of Best and Final Offers ("BAFO")	Friday April 17, 2026
Anticipated Final Ranking	Tuesday April 28, 2026
Contract Negotiation Period	12 calendar days
Anticipated Execution of Agreement	Monday August 10, 2026

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

### **1.4.2 Site Visit / Pre-Bid Meeting**

The site meeting will be held Monday, February 11th, 2026, at 9:00 a.m. at the Tulo Valley Greenhouse - 21 Controversy Lane, Pembroke, Bermuda, HM 02. Proponents are required to register their interest to attend the site visit with the RFP contact by 5:00 PM, February 10th, 2026. The site visit is not mandatory to participate in the procurement process but is highly recommended to gain a comprehensive understanding of the site conditions and project scope.

## **1.5 Submission of Proposals**

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

Proposals must be submitted by:

Electronic mail (E-Mail) only at [publicworkstenders@gov.bm](mailto:publicworkstenders@gov.bm) email address.

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

In the subject line of the email, please state "The Rebuild of the Tulo Valley Greenhouse – Design, Build, and Maintenance Contract." 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 0 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 are provided,

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 returned in a sealed package and prominently marked as follows: with the RFP title and number (see RFP cover) and do not be open until Monday March 09, 2026 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 under Initial Evaluation Criteria 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 – Concurrent Negotiations and BAFO**

#### **2.5.1 Initial 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 initially ranked based on their total scores.

## **2.5.2 Concurrent Negotiations and BAFO Process**

The Government intends to invite the top 3 ranked proponents to enter into concurrent negotiations. During these concurrent negotiations, the Government will provide each proponent with any additional information and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to the Government.

## **2.5.3 Evaluation of BAFO and Final Ranking of Proponents**

Each BAFO will be evaluated against the rated criteria set out under Final Evaluation Criteria in Section F of the RFP Particulars (Appendix D) and will be assigned a final ranking using the same process set out above. The top-ranked proponent, based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of 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.

## **2.6 Stage V – Contract Negotiations**

### **2.6.1 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.

### **2.6.2 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.

### **2.6.3 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.

#### **2.6.4 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. This 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 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):

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

[End of Part 3]



## **APPENDIX A – FORM OF AGREEMENT**

The terms and conditions found in the 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 and A (1) - Agreement Templates

## 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:	
Street Address:	
City, Province/State, Parish:	
Country:	
Postal Code:	
Phone Number with Area Code:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Payroll Tax 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 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 15 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 proposal 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 - Budget Pricing and Schedule of Rates Form

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### Phase 1 - Design

Proponents are invited to submit a proposal for a steel-framed production greenhouse system to meet the following outline requirements:

- Prefabricated/preassembled galvanised steel frame and roof truss structure
- Retractable roof
- Fire resistant
- Supports replacement of members
- Easily handled, transported, and constructed
- Sustainability - materials, processes, and methods of construction
- Suitable for Bermuda's hurricane season and salty environment
- A ventilation system with both extraction and directional air flow fans
- Flooding tables
- Heating benches
- Propagation benches
- Misting and/or sprinkler provisions
- Connections to private source water mains
- Reverse osmosis plant requirements to purify onsite well water and provide safe and fresh water for plants
- Cost effective
- Other design suggestions are welcomed

The Government's structural engineer has identified suitable benchmark steel truss frame system. The following or approved equals are acceptable:

1. Texas, USA; Frametek; <https://usaframetek.com>
2. USA, Florida; TrusSteel; <https://www.trussteel.com>
3. Florida, USA; Florida Steel Frame & Truss Manufacturing; <https://www.fsftm.com>
4. UK; Construction Metal Forming; <https://www.cmf.uk.com/index.php>
5. UK; Steel Frame Structures; <https://steelframestructures.co.uk>

#### Develop Project Documents

The design-builder is responsible for the following tasks:

- Liaise with the Government to agree, translate, and finalise the programme, space, and design requirements.
- Submit required documentation to the Government for client approval at various stages of developing the design and specifications.
- Consult and submit required documentation to authorities having jurisdiction for consultation, review, licensing and/or permits.
- Prepare and submit detailed construction drawings and performance specifications, to the Government and authorities having jurisdiction, for building control approval.



The Design Builder shall determine the number of design and specification iterations, allowed the client (a minimum of 3 is required) and also bare the application costs to prepare, submit, and revise building plans for planning, building, and fire approval and any other fees as may be required by authorities having jurisdiction.

Project documentation required by design-builder

- Architectural and engineering drawings (plans, elevations, sections, details, systems (HVAC, Plumbing, Electrical, Controls) schedules etc. and as required by the Department of Planning to obtain a building control permit.
- Cost Plan - The cost plan shall show the major elements of the build and be aligned with the design and project schedule. It will be used to monitor and control the design and construction stages.
- Interim financial reports
- Interim schedule reports
- An operational and maintenance manual
- As-Built Drawings
- Final Financial Report

For drawings and general requirements please see the following annexes:

1. Annex C - General Arrangement Drawings and Requirements
2. Annex D - Topographical Survey

## **Phase 2 - Build**

The successful proponent will be required to build a steel framed and roof truss structure complete with plant production operable systems in accordance with its Client approved project documents. The completed facility shall function to enable client expected outcomes to:

1. Meet 100% production of flowers at 100,000.00 No. annually
2. Meet propagation requirements of 3,000 No. annually
3. Increase production and propagation by 100%

See Annex D - Topographical Survey

## **Phase 3 - Training and Maintenance**

Maintain the facility to address general wear and tear for a period of 6 years.

The maintenance contract shall include a training programme for the users of the facility and maintenance personnel. The training programme shall include:

At the minimum, (3) training sessions, for (3) Government representatives, per year for the duration of the (6) year term which may comprise:

1. On-site and classroom sessions for facility users and technical officers.
2. Digital resources (videos, manuals, e-learning modules and certificates).
3. Training schedule for initial training post-installation and annual refresher courses (if applicable). Costs for annual refresher courses to be borne by the Government.

## **B. MATERIAL DISCLOSURES**

### **Phase 1 - Design**

Steel framed structure and systems shall be designed to withstand Bermuda's hurricane seasons and corrosive environment. Hurricane season is usually between June to November of each year.

### **Phase 2 - Build**

Steel framed structure and systems shall be designed to withstand Bermuda's hurricane seasons and corrosive environment. Hurricane season is usually between June to November of each year.

## **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 proponent that are companies/corporations.

### **5. Other Mandatory Submission Requirements**

#### **Conceptual Design, Outline Performance Specification, and Outline Schedule**

Prepare and submit a conceptual design and outline performance specification.

#### **Method Statement**

Provide methodology to design, build, and maintain the steel framed structure and systems.

#### **Programme of Works**

Prepare and submit an outline programme of works showing start and completion dates for each phase of the project (Phase 1 - Design; Phase 2 - Build; Phase 3 - Training, and Maintenance).

#### **Local Benefit Form**

Each Proposal must include the completed Local Benefit Form otherwise known as Social, Economic, and Environmental considerations the respondent provides for in its proposal.

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?

See Annex E - Local Benefit Form

### **Company Profile**

Proponents shall provide their company profile or complete the Governments Standard Company Profile Form. If a proprietary company profile is provided, please ensure it covers the same information required by the Government's Form.

See Annex F - Company Profile Form

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Design Builder and Maintenance (DBM) Qualifications and Experience**

Proponents must have either a valid applicable design-build certification as of the submission deadline for this RFP or at least (2) years design-build experience. For joint venture proponents, the designer or builder shall have the (2) year experience requirement. Proponents will be required to maintain any certifications over the term of the Contract.

## **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.

### **Professional Indemnity Insurance**

Proponents shall hold professional indemnity insurance to a level adequate and appropriate for the services required. The period of the professional/consultant's liability shall be from the date an agreement is concluded to at least 8 years after the Design Build component of the service is completed.

### **Contractor's All Risk and Replacement Cost Insurance**

The Contractors' risk insurance shall cover the property and construction materials during the building process.

1. The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
3. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
4. The Contractor shall include replacement insurance covering the property
5. Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the Government may, without obligation, take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the Government, from payments due to the Contractor.

### **F. RATED CRITERIA**

The following sections set out the categories, weightings and descriptions of the rated criteria for both stages 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.

#### **1. Initial Evaluation Criteria**

The following categories, weightings, and descriptions will be used in the initial evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to initial proposals by all proponents.

#	Category	Weighting (%)	Threshold
1	Pricing	15	N/A
2	Design	25	N/A
3	Experience	30	N/A
4	Local Benefits	30	N/A
<b>Total Points</b>		100	

## **1. Pricing**

See Appendix C – Pricing

See Annex G – Phase 2 Pricing and Schedule of Rates Form

## **2. Design**

Design concepts will be evaluated based on the following criteria:

### **Expertise**

- Demonstration of technical expertise
- Building and roofing frame type and material
- Curtain and roof sheeting type and material
- Layout and operational use, maintenance and future adaptability
- Capacity and flow suitability
- How efficiently the proposed frame integrates with existing structures and systems (base slab, foundations, water tank, RO System etc.)
- Surface protection from saltwater corrosion, wind, and moisture
- Control system ease of operation and maintenance
- Ventilation and cooling
- Durability and life cycle

## **3. Experience**

### **Company Profile and references**

Each proponent is requested to provide their company profile or complete the form at Annex G. If a proprietary company profile is provided, please ensure it covers the information required by the Annex G Form.

Questions, such as the following, will be considered when each proposal is evaluated: -

- Does the proponent offer evidence that they have previous relevant and positive experience in planning and completing projects of this type and scope?
- Does the proponent offer evidence that they have prior experience in working with public sector organizations?
- Were the proponent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the proponent again?

## **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)

## 2. Final Evaluation Criteria

The following categories, weightings and descriptions will be used in the final evaluation of rated criteria during Stage IV of the evaluation process (Concurrent Negotiations and BAFO), described in Part II of this RFP. These criteria will apply only to BAFO proposals submitted by top-ranked proponents invited to participate in Stage IV.

#	Category	Weighting (%)	Threshold
1	Pricing	15	N/A
2	Schedule	20	N/A
3	Methodology	35	N/A
4	Design	30	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

See Annex G - Phase 2 Pricing and Schedule of Rates Form

### 2. Schedule

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

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.

### 3. Methodology

- Has the Proponent demonstrated that they have the availability and capacity to timely perform the Design, Build, Training, and Maintenance requirements as described in this RFP?
- Is the proposed **Programme of Works** (schedule) consistent with the technical approach and methodology? Does it demonstrate a clear understanding of the scope of work?
- Does the Design, Programme of Works, and Cost Plan align? Are the following aspects identified?
  - the activities of the project, description, and durations;
  - purchasing and delivery lead times;
  - phasing and interdependencies of activities;
  - milestones; including interim approvals by the Government and deliverable dates; and
  - the Critical Path
  - is there a clear approach to training and maintenance

### 4. Design

Design development documents will be evaluated based on the following criteria:

#### Expertise

- Demonstration of technical expertise:
  - Is the level of design information appropriate for the next stage of development
  - Does the design demonstrate buildability
  - Are architectural, structural and MEP concepts coordinated; is integration of these systems evident
  - How well have the gaps in addressing the client requirements been addressed
  - Does the design align with the cost plan

## 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 Proposal (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) or
- (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 \_\_\_\_\_