



BERMUDA AIRPORT AUTHORITY
BLDG. 332 "EAST",
11 WALLER'S POINT RD.,
ST. GEORGE'S DD03, BERMUDA

REQUEST FOR PROPOSAL

Air Operations Services IT Infrastructure Upgrade

c/o Ci² Aviation Bermuda

Building 0630

Southside, St David's DD01

2nd February 2018

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INSTRUCTIONS TO PROPONENTS

These are the conditions that will govern this Request For Proposal (RFP) procurement process.

Part 1 Introduction

1.1 Invitation to Proponents

The **Bermuda Airport Authority** (“**BAA**”) hereby invites prospective Proponents to submit a proposal for the provision of an upgrade to the IT network infrastructure associated with the provision of Air Operations & Maintenance Services at the LF Wade International Airport, as further described in the ‘BAA Service Provider Current Information Technology Network’ statement.

This RFP includes (ref. #2.1.2):

‘BAA Service Provider Current Information Technology Network’ Statement,
Diagram: ‘Current IT Network Infrastructure’,
BAA Contract for Goods and Services Template.

The Proponent may submit their Proposal and other relevant documents to the below mentioned “**BAA Contact**” for this RFP, on or before the deadline of 23rd February 2018 @ 1700hrs either via a) E-Mail or by delivery in b) Hardcopy form as follows:

- a) E-Mail: Mr. Jamie Sapsford, Director Airport Service Delivery, the Bermuda Airport Authority jsapsford@airportauthority.bm
- b) Hardcopy: **Attention:** Mr. Jamie Sapsford, Director Airport Service Delivery, Bermuda Airport Authority, Building 332 “East”, 11 Waller’s Point Road, St. George’s DD03

The outer envelope should be clearly marked “RFP for Air Operations Services IT infrastructure upgrade DO NOT OPEN BEFORE 23rd February 2018 @ 1700hrs

“Mandatory Site Tour”: A mandatory site visit will be held at Thursday 8th February 2018 @ 1300hrs. The purpose of this mandatory site visit is to provide proponents with detailed information regarding the procurement process, to address questions and concerns and to allow proponents to take stock of required inventory and/or inspect equipment related to this RFP. The BAA reserves the right to refuse any request for individually conducted site tours, at any other time than that identified in the RFP. The proponent or their official representative must register their presence with a BAA representative at the start of the meeting, stating the name of the contractor they represent, their telephone number and E-Mail address. Proposals shall not be accepted from a company that fails to attend the mandatory site tour. Minutes of the meeting, including copies of the questions raised and responses given, will be provided to all proponents. Any modification of the RFP documents, that may become necessary as a result of the site visit meeting, will be made and furnished to all proponents. No claim will be entertained due to lack of knowledge of site conditions. Please schedule and confirm your attendance at the site by contacting the Mr. Jamie Sapsford, Director Airport Service Delivery, the Bermuda Airport Authority jsapsford@airportauthority.bm.

1.2 Introduction to the Bermuda Airport Authority

A principal responsibility of the Airport Authority is to protect Bermuda’s interests in the Public Private Partnership with Bermuda Skyport Corporation Limited and to ensure that contractual value is delivered on budget, on time and within the quality specifications contained in the Project Agreement.

The Bermuda Airport Authority is the owner of the L.F. Wade International Airport. In addition to overseeing the management, operations and redevelopment of the airport, the Authority has direct responsibility for delivery of Air Traffic Control, Bermuda Weather Services, Ground Electronics Services and Airport Rescue and Firefighting services.

The Bermuda Airport Authority was established on 2 March, 2017 by the Bermuda Airport Authority Act 2017 and, accordingly, is accountable to the Government of Bermuda.

The BAA is committed to sustainable procurement solutions. Both socially and environmentally responsible practices are therefore incorporated into our procurement practices and impact the products and services we procure. Pre-determined evaluation criteria take into consideration, for example, the extent to which opportunities are created for Bermudian owned small business, apprenticeships and training and any impact on our environment.

The successful Proponent will therefore be responsible for environmental and site safety. The contractor will be accountable for compliance with the rules, regulations and practices required by applicable legislation, and any amendments thereof, including all precautions required to be taken by BAA regulations. Kindly consider the abovementioned when bidding on BAA Contracts.

1.3 Brief Description of Scope of Works/Services

The “BAA” requests the services of a contractor to provide an upgrade to the Air Operations Services IT network infrastructure located primarily at Building 0630, Southside, St David’s (hereinafter referred to as the *Affected Property*). See also Part 8, 8.1, Schedule 1.

The BAA will require information on the project’s progress and results on a continuous basis.

1.4 Definitions and Interpretations

“BAA Contact” is the person appointed by the Airport Authority to oversee the project

“Authority” means the Bermuda Airport Authority, a statutory corporation established pursuant to the Bermuda Airport Authority Act 2017

“Contract” means a formal written contract between the Bermuda Airport Authority and the Preferred Proponent to undertake the Services, the Contract format as attached as Part 9

“Evaluation Committee and/or Team” is the team appointed by the Bermuda Airport Authority to evaluate the Proposals received

“Affected Property” means: a) any building including the Existing Terminal located on the Leased Premises which is in existence as of the Effective Date, including the Cargo Facility; b) any structure, gate, runway, taxiway, apron, improvement, infrastructure, facility and utility located on, in, over, under or through the Leased Premises and any road or bridge which is in existence on the Effective Date, and all pavement, landscaping, structures, fixtures and improvements associated therewith; and c) any approach lights, runway lights and airside signs and any other similar physical instruments for the safe and efficient operation and control of aircraft which is in existence as at the Effective Date

“Permits” means all permissions, consents, approvals, certificates, permits, licences, statutory agreements, zoning and by-law amendments and variances and authorizations that may be required from Bermuda or other governments, bodies or Persons

“Preferred Proponent” means the Proponent selected by the Evaluation Committee

“Proposal” means a proposal submitted in response to this RFP

“RFP” means Request for Proposal

1.5 Timetable of Events

The following table outlines the schedule associated with this procurement process.

- i. This schedule is provided for information purposes only and does not guarantee that the BAA will abide by the dates stipulated in the table. The timing and sequence of events may vary due to factors beyond the BAA's control. The BAA will ultimately determine the sequence of procurement events.
- ii. Should the BAA, at its discretion, decide to extend the submission deadline, it shall promptly communicate this intention by issuing an addendum to all Proponents.

Actions	Dates and Times
<p>Issue the RFP document.</p> <p>Publish the RFP in the Official Gazette and on www.airportauthority.bm.</p> <p>As required, post E-Mail notices or list pre-qualified Proponents.</p>	Friday 2 nd February 2018
<p>Mandatory Site Tour</p>	Thursday 8 th February 2018 at 1300hrs
<p>Deadline for Project Clarifications and Proponent Questions.</p> <p>Requests must be made in writing and transmitted by E-Mail to jsapsford@airportauthority.bm</p>	Tuesday 13 th February 2018 at 1700hrs local Bermuda time
<p>Deliver responses to Proponents' questions and/or issue BAA Addenda.</p> <p>Publish responses on https://www.gov.bm/procurement-notice and E-Mail same to the Proponents' designated contact person/s.</p>	Friday 16 th February 2018
<p>Submission Deadline (Closing) (Late Bids will not be considered)</p>	Friday 23 rd February 2018 at 1700hrs local Bermuda time
<p>Open Bids</p>	Friday 23 rd February 2018 at 1700hrs local Bermuda time
<p>Step 1 Review and Evaluate Bids (Shortlisted Proponents)</p>	Thursday 1 st March 2018
<p>Step 2 Present Proof of Concept Oral Presentation(s) by Proponent finalist(s).</p>	The exact time and date slots will be communicated to finalist(s) in due course
<p>Step 3 Complete Selection and Evaluation Process</p>	Wednesday 7 th March 2018
<p>Award the Contract(s)</p>	The exact date will be communicated to the selected proponent.

1.6 Ref. #1.1: Mandatory Pre-bid Meeting/Site Tour

- .1 Prior to the submission deadline, the Proponent shall be required to visit and inspect the site of works and surrounding areas where the Service is to be performed.
- .2 Proponents enter the site of service, for the purpose of inspection, at their own risk and expense. Proponents indemnify the BAA from, and against all, liability in respect of personal injury, loss of or damage to property and any other loss.
- .3 Proponents shall make their own assessment of existing facilities and the quantities and nature of the necessary materials and services required. Proponents shall assess any conditions and difficulties which may impact their execution of the proposed contract; including local conditions, constraints due to maintenance of traffic, labour conditions, uncertainty of weather, difficulties with access and all other possible contingencies. In general, the Proponent will be expected to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect their Proposal.
- .4 The Proponent shall make, and will be deemed to have made, the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which they may require in the execution of the Contract. The Proponent shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.
- .5 No subsequent claim, due to failure by the Proponent to examine the site and make proper allowances for the conditions to be encountered, will be allowed or considered for any work that may be required for the proper execution and completion of the Services.

1.7 Eligible Proponents

The following additional qualifications, terms and conditions may apply:

- .1 A competent professional team, and necessary equipment, capable of performing services and technical supervision for all activities on the site;
- .2 The Proponent shall submit the list of any equipment available for project use and the hourly rate schedule which applies;
- .3 The Proponent, and the Proponent's subcontractors, must meet certain requirements specified herein in order to be considered an eligible Proponent for the project;
- .4 Proponents, sub-contractors and contracting teams, who fail to meet the requirements specified herein, will not qualify for this project and their Bid shall be rejected;
- .5 A Bid submitted by a Proponent, utilizing the services of subcontractors, shall comply with the following requirements:
 - .1 The Proponent shall note the names of proposed subcontractors in their Bid submission;
 - .2 The Bid and any Contract pursuant hereto shall be signed by the Proponent only; and
 - .3 The Proponent shall be liable, solely, for the execution of the Contract in accordance with the Contract terms.
- .6 A Bid submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - .1 The joint venture shall identify the partner or person(s) who shall be authorised to incur legally binding obligations on behalf thereof. Such authorisation shall be

evidenced by a fully executed Power of Attorney, joint venture agreement, resolution of the joint venture or such other documentation as the BAA may determine at its sole discretion to be acceptable. The Bid, and any contract pursuant hereto, signed by the authorized partner/person(s) shall be legally binding on all partners. All partners thereby agree to be held jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and

- .2 A copy of the Agreement entered into by the joint venture partners shall be submitted with the Proposal.

1.8 Certificate of Confirmation of Non-Collusion

The Certificate of Confirmation of Non-Collusion is a mandatory requirement for all Proponents. Any forms of bid or agreement submitted, which do not include a signed copy of this 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 process, the Proponent will be expelled from the process immediately. In the event that a breach is discovered after a contract award, legal action may be taken against the Proponent and/or any party involved in the matter. False submissions may also exclude the Proponent, and any other person or company involved in collusion, from involvement in future contracts with the BAA.

1.9 Public Access to Information (“P.A.T.I”)

Unless exempt from disclosure under the Public Access to Information Act 2010 (“Act”), any information collected or used by or on behalf of the BAA, under this solicitation document, may be made available to the general public. Accordingly, any questions regarding the collection, use or disclosure of this information should be directed to the BAA as issuer of this solicitation document.

1.10 Cost of Preparation of the Proposal

The Proponent shall bear all costs associated with the preparation and submission of their Proposal. The BAA will not be responsible, or liable, for these costs under any circumstance and regardless of the outcome of the bidding process.

1.11 Submission Deadline (Closing Date)

- .1 The bid submission must be delivered no later than **Friday 23rd February 2018 at 1700hrs local Bermuda time.**
- .2 Bids may be delivered in person, mailed or E-Mailed to the BAA.
- .3 Bids shall be submitted on any forms provided and sealed in a clearly marked envelope.
- .4 Late bids "WILL NOT BE CONSIDERED". The deadline is binding and bids received after due date and time shall be rejected and stamped "NO BID" and "VOID". Proponents are required to select a method of delivery to ensure their bid is delivered to the correct location by the due date and time. Any bid which is mailed, but does not reach the BAA by the specified due date and time will not be accepted, regardless of postmark.
- .5 The time stamp for bids submitted electronically will be that of the BAA email server. It is the Proponent's responsibility to allow enough time for electronic transmission and delivery, especially in the case of large files.
- .6 All submissions become the property of the BAA and will not be returned. By submitting any information, the Proponent thereby accepts all conditions in the solicitation document.
- .7 If no Proposal is to be submitted, the BAA should be so advised and with reason/s. The BAA should be notified should future invitations for these types of goods/services/works not be desired. Failure to comply with the above may result in removal of the recipient's name from the list of similar types of work covered by this solicitation.

Part 2 SOLICITATION DOCUMENTS

2.1 Content of the Solicitation documents

- .1 **Examination of RFP/Tender document:** The Proponent is expected to examine all corresponding instructions, conditions, forms, terms, specifications and diagrams in the documents. Failure to comply with these documents will be at the Proponent's risk and may affect the evaluation of their Proposal.
- .2 **The Solicitation documents** are those stated below and should be read in conjunction with any Addenda thereto issued in accordance with Clause 2.3, for the purpose of bidding.
 - .1 Letter (or Email) of Invitation (provided separately)
 - .2 Instructions to Proponents, incl. Confirmation of Non-Collusion Form (this document)
 - .3 'BAA Service Provider Current Information Technology Network' Statement
 - .4 Diagram: 'Current IT Network Infrastructure'
 - .5 BAA Contract for Goods and Services Template

2.2 Clarification of Solicitation Documents

- .1 Prospective Proponents requiring any clarification of the solicitation documents, or any additional information, may contact the appointed BAA contact in writing, ref. #2.2.3 below. Proponents should liaise with this dedicated BAA point person only and not rely on communication with any other person(s) with regard to this process.

It is the responsibility of the Proponent to report any errors, omissions, or ambiguities to the BAA contact person and in writing.

- .2 The BAA will respond in writing, by E-Mail, to any request for clarification provided they receive same at least 2 working days prior to the deadline for submission of Proposals.
- .3 Submissions of written queries shall be sent to the BAA contact person at the following address:

Attention: Jamie Sapsford

Email: jsapsford@airportauthority.bm

- .4 Written copies of inquiries and the BAA's response, without identifying the source, will be sent to all prospective Proponents who have provided contact details. The same details will be posted on www.airportauthority.bm.

2.3 Amendment of Solicitation Documents

- .1 The BAA may modify the solicitation documents, by issuing an Addendum or Supplemental Information, at any time prior to the deadline for submission of Proposals and for any reason, whether at its own initiative or in response to a clarification request from a prospective Proponent.

- .2 The Addendum will be sent in writing, by E-Mail, to all prospective Proponents who have collected solicitation documents from the BAA and will be binding upon them. Prospective Proponents shall promptly acknowledge receipt thereof by E-Mail to:

Attention: Jamie Sapsford

Email: jsapsford@airportauthority.bm

- .3 In order to afford prospective Proponents reasonable time in which to consider the Addendum in preparing their Proposals, the BAA may, at its sole discretion, extend the deadline for the submission of Proposals in accordance with Clause 1.1.

Part 3 PREPARATION OF PROPOSAL

3.1 Language of the Proposal

The Proponent's Bid, and all correspondence and documents associated therewith, shall be written in the English language.

3.2 Documents Comprising the Proposal

The following items, at a minimum, shall be included in the Proponent's Bid.

Proponents may supply additional information, or supporting items, if desired.

Proponents should ensure that their Proposal is complete and meets all necessary requirements as the decision of the Evaluation Committee will be final in determining whether or not a Proposal meets the Evaluation Criteria (see section 5.6).

1. Executive Summary:

Each Proposal shall include an introduction to the Proponent's company and an overview of the Proponent's response. The Executive Summary should include an outline of services offered by the company, a company history, the number of current employees (Bermudian, Non-Bermudian), the list of projects/contracts (both completed and ongoing) which are related or similar in nature to the requirements of the RFP and any other information about the Proponent that may help the BAA better understand the company's capabilities. The Proponent should provide proof of financial stability and adequacy of resources to complete the services required by the RFP. The same shall apply to any other entity participating in the RFP as a joint venture/partnership.

2. Proponent Background:

In addition, should the Proponent's Bid involve providing services/products from solely their own or multiple companies, e.g. a partnership or joint venture, the Proponent should provide answers to the following for each company respectively:

1. How long has the company been in existence?
2. How many clients does the company currently service?
3. Does the company have experience working with BAA entities?
4. Does the company owe outstanding taxes to the Bermuda Government (viz. Payroll Tax, Social Insurance)?
5. Does the company have any pending litigation v. the BAA or its employees or any other company?

3. Financial Proposal/Pricing and Signature Sheet:

Each Proposal must include a completed Financial Proposal Form, as provided, with authorized signature. Pricing should include all recurring and non-recurring costs that the BAA will incur over the term of the Contract, including: start-up costs, installation fees, telecommunication costs, labour, travel, overtime, supplies, shipping, fees, services and any other expenses necessary to successfully provide the required services. Also Ref. #3.3 Proposal Prices, below. All outputs and activities described in the Technical Proposal must be priced separately.

4. Technical Proposal, as applicable:

The Proponent should demonstrate how their company shall address the (technical) requirements. The Proponent should provide a detailed description of the essential performance characteristics proposed and how the proposed methodology meets or exceeds the project specifications whilst ensuring appropriateness of their approach to local conditions. The Proponent should identify the works/portions of the work that will be subcontracted. This methodology must be presented in an implementation timetable that is within the duration of the project.

5. Organization and Staffing (Expertise) Proposal:

In this section, the Proponent should provide the management structure and composition of their project team. The Proponent should list the main disciplines of the assignment. The Proponent should provide a list of the key experts, and proposed technical and support staff, responsible and the tasks to be addressed by each team member accordingly. Resumes, and contact details, for the Project's key staff positions must also be provided.

6. References:

Each Proposal must include three references. Each reference shall include the name of the organization and the name, title and telephone number of a contact person within the organization.

7. Proposal Exceptions:

Should a Proponent need to note exceptions to any of the requirements contained in this solicitation document, these must be fully explained and outlined, in the Proponent's submitted response, in a separate section under the heading "Proposal Exceptions".

8. Assumptions:

The Proponent shall list any assumptions, made in formulating their Proposal, in a separate section under the heading "Assumptions". Any questions about the Specifications/Terms of Reference/Scope of Work/Services should be addressed to jsapsford@airportauthority.bm, during the Proponent question period ending Thursday 13th February 2018, and prior to submitting a Proposal response.

9. Additional Information:

Additional information not specifically required by the BAA may be provided in a separate section under the heading "Additional Information", e.g. Technical Support Plan.

10. Work Plan:

The proposed work plan should demonstrate an understanding of the scope of work and be consistent with the technical approach, methodology and Work Schedule.

In the Work Plan section, the Proponent should provide:

- the main activities of the assignment, their content and duration,
- phasing and interrelations of the main activities,
- milestones - including interim approvals by the BAA and delivery dates of related documentation,
- a list of the final documents, including technical reports, diagrams and tables to be delivered as the final output.

11. Agreement to Specifications:

By submitting a Proposal, the Proponent agrees to the specifications (Terms of Reference) presented except as noted in the (Proponent's) "Proposal Exceptions" (Section 3.2.7). The Contract between the BAA and the successful Proponent will include, and fully incorporate, the successful Proponent's Proposal.

3.3 Proposal Prices

- .1 **Currencies** - The fixed rates shall be quoted in Bermuda dollars. Other currencies are available for payments and the exchange rate will be set to correspond with the date and time of submission closing.
- .2 The Proponent shall provide a detailed schedule of costs, as allocated to various portions of the work, to support the proposed Lump Sum Price per the Terms of Reference or Scope of Services.
- .3 Items against which no price is entered by the Proponent will not be paid for by the BAA. These items shall be deemed covered by other lump sum prices provided in the submission.
- .4 The Proponent price shall include all labour, materials, equipment, tools, and expenses necessary to perform the Terms of Reference/Scope of Services. Overhead and profit shall be included in the listed rates and prices. The cost of any work permits and taxes considered specific to the proposal, should also be included and indicated separately.
- .5 Include an estimated schedule for progress payments, if any.
- .6 All duties, taxes and other levies payable by the Proponent under the Contract, or for any other cause, as of the closing date for submission of Proposal, shall be included in the rates and prices of the total Proposal.
- .7 If this solicitation is amended, all Terms and Conditions that are not amended shall remain unchanged.

- .8 Unless stated otherwise in the solicitation documents, the Contract shall be for the specific works as detailed in the Proposal, Terms of Reference/Scope of Service documents and based on the completion and submission of the requested Forms.

3.4 Special Pricing Requirements

1. The Proponent shall provide and specify hourly and/or monthly fixed rates for their Services in their Price List.
2. The Proponent shall provide individual unit prices for maintenance and repair Services in their Price List.

3.5 Period of Validity of Proposals

- .1 Unless the deadline is modified by an amendment to this solicitation, all prices offered shall remain firm for. Ninety (90) calendar days from the deadline for Proposals specified in Section 1.1. A Proposal valid for a shorter period may be rejected as non-responsive pursuant to Section 5.6.2, Subsection 1.2 of these instructions.
- .2 In exceptional circumstances, and prior to expiry of the original period of validity, the BAA may extend the Proposal validity period. The request, and the responses thereto, shall be made in writing by E-Mail. A Proponent may refuse the request and withdraw their Proposal. Should the Proponent not respond to the BAA's abovementioned notice of extension, they will be deemed to have accepted the extension of the RFP Closing Date, to the date referred to, in such notice. A Proponent agreeing to the extension request will not be required, nor permitted, to modify their Proposal.

3.6 Safety and Health

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

3.7 Alcohol, Smoke and Drug-Free Policy

All BAA buildings and work sites, and that of its contractors, are designated as alcohol, smoke and drug-free.

3.8 Confidentiality/Non-Disclosure Agreement:

In the interest of national security and/or to prevent the release of proprietary information, employees of the successful Proponent may be required to sign a Non-Disclosure Agreement which shall limit the discussion of certain information outside the successful organisation's team.

Part 4 SUBMISSION OF PROPOSAL

4.1 Format and Signing of Proposal

- .1 The Proponent shall prepare one original and two copies of the Proposal. Each Proposal shall be clearly marked "Original Proposal" and "Copy of Proposal" respectively. In the event of any discrepancy between the Proposal documents, the Original shall govern. The Original and copies of the Proposal shall be typed, or written, in indelible ink and shall be signed by the Proponent or person/s duly authorized to bind the Proponent to the contract.
- .2 A Proposal shall contain no interlineations, erasures or overwriting except, as necessary to correct an error made by the Proponent. Corrections should be kept to a minimum.
- .3 Only one Proposal may be submitted by each Proponent. No Proponent may participate in the Proposal of another for the same Contract in any capacity whatsoever.

4.2 Sealing and Marking of Proposals

Proposals may be submitted by Electronic Mail or Hard Copy.

- .1 All submissions must be in **Microsoft Word, .PDF or other common format**. Proponents must submit at least one signed Original copy or one signed electronic copy of their Proposal. Proposals submitted by Electronic Mail, see Section 1.11.
- .2 **Hardcopy submissions** must comprise 1 (one) ORIGINAL and 3 (three) COPIES.
- .3 The Proponent shall seal the Original and each copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" AND "COPY" respectively.
- .4 The envelopes shall then be sealed in an outer envelope.
- .5 The inner and outer envelopes shall also indicate the name and address of the Proponent to enable the Proposal to be returned, unopened, in case it is declared "late".
- .6 The inner and outer Proposal envelopes/packages that are mailed, delivered or electronically sealed shall be clearly marked on the outside and deposited in the Tender Box, or delivered to the Reception, see Section 1.11.
- .7 If the (outer) envelope is not sealed and marked as instructed above, the BAA will assume no responsibility for the misplacement or premature opening of the Proposal submitted.
- .8 A Proposal opened prematurely for the abovementioned (#.7) reason will be rejected by the BAA and returned to the Proponent.
- .9 A Proposal may be withdrawn by written notice, provided the BAA receives such instruction prior to the deadline date/time.

4.3 Extension of Deadline for Submission of Proposals

- .1 The BAA may, at its discretion, extend the deadline for submission of Proposals by issuing an addendum. In this event, all rights and obligations of the BAA and the Proponents, previously subject to the original deadline, shall thereafter be subject to the new deadline as extended.
- .2 Any Proposal received by the BAA after the new deadline for submissions will be rejected and returned, unopened, to the Proponent.

4.4 Modification to, and Withdrawal of, Proposals

- .1 The Proponent may modify or withdraw their Proposal after submission, provided that the modification or notice of withdrawal is received in writing by the BAA prior to the deadline for submission.
- .2 The Proponent's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause (# 4.2) for the Submission of Proposals. The envelope shall be additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- .3 No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity.

Part 5 OPENING AND EVALUATION

5.1 Opening

- .1 The opening of Proposals will not usually be held in public and instead, usually opened in the presence of an ad-hoc committee comprised of at least 2 members of the BAA.
- .2 If the BAA chooses to have a public Proposal opening, all Proponents will be invited to attend on the day and at the time specified by the BAA. All Proponents' representatives shall sign a register evidencing their attendance.
- .3 The BAA representative will open and announce the Proponents' names, the condition of the envelope seals and Proposal prices, before recording same. With the exception of late Proposals, no Proposal shall be rejected at the opening thereof. Late Proposals shall be returned unopened to the Proponent pursuant to Clause 1.11.4.
- .4 Proposals for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall neither be opened nor considered further for evaluation, irrespective of the circumstances. Withdrawn Proposals will be returned, unopened, to the Proponents.
- .5 The BAA will prepare minutes of the Proposal opening for the project file and for audit purposes.

5.2 Process to be Confidential

- .1 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations, concerning any award of contract, shall not be disclosed to Proponents or other persons not officially concerned with such process, until a decision in this regard has been made.

- .2 Any efforts by a Proponent to influence the BAA in the process of examination, clarification, evaluation and comparison of Proposals, and in decisions concerning any award of Contract, shall result in the rejection of the Proponent's Bid.
- .3 All submissions shall be regarded as containing proprietary information and shall remain confidential from the public. However, details regarding the final contract award (name of recipient and price) may be publicly announced. ["P.A.T.I"]

5.3 Preliminary Examination – Determination of Responsiveness

- .1 Preliminary Examination of Proposals:
 - .1 Prior to the detailed evaluation, the BAA will determine whether each Proposal is substantially responsive to the requirement/s of the Request for Proposals.
 - .2 The BAA will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether the Proposals are generally in order.
 - .3 BAA may reject any Proposal or all Proposals at this stage.
- .2 For the purpose of this clause, a substantially responsive Proposal is one which conforms to all the terms, conditions and specifications of the Proposal documents without material deviation or reservation.
- .3 A material deviation or reservation is one which: a) affects or could affect, in any substantial way, the scope, quality, or performance of the Services or b) limits, in any substantial way, the BAA's rights or the Proponent's obligations under the Contract and c) rectification of which, would unfairly affect the competitive position of other Proponents presenting substantially responsive Proposals.
- .4 A Proposal determined as not substantially responsive will be rejected by the BAA.
- .5 The Evaluation and Selection Committee, composed of representatives of BAA, will evaluate all Proposals that have passed the preliminary examination stage. The evaluation of the Committee will be based on the pre-determined quantitative and qualitative criteria.

5.4 Correction of Computational Errors

Arithmetical errors will be rectified on the following basis:

- .1 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, their Proposal will be rejected.
- .2 Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- .3 Where there is a discrepancy between the individual lump sums and the total amounts derived from the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

5.5 Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, the BAA may at its discretion ask a Proponent for clarification of their Proposal. The request for clarification,

and the response, shall be in writing. No change in price or substance of the Proposal shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the BAA during the evaluation of the Proposals in accordance with Clause 5.4. The BAA may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of such information.

5.6 Evaluation

.1 Evaluation Process

- .1 Each Proposal will be reviewed by an Evaluation and Selection Committee to determine if it meets the Proposal requirements. Failure to meet the requirements for the Request for Proposals may be cause for rejection of the Proposal.
- .2 The final selection of a Proponent will be determined following the review of all Proposals: namely, the Financial, Technical and Organization/Staffing Proposals, and where applicable, the formal oral presentations. The Proposal price alone will not be the sole determining factor in the selection of the Proponent for this work. The Proposal prices together with the Proponent's qualifications, references, and understanding of the scope of work will form the basis for the BAA's decision on who will be selected. The BAA reserves the right to reject any or all Proposals and to determine which Proposal is, in the BAA's judgment, the most responsive.
- .3 The Evaluation Committee may, at its sole discretion, interview or request an oral presentation by any Proponent(s) participating in this process (ref. short listed Proponents). Attendance at any such interview will be at the Proponent's expense.

.2 Phases of the Proposal Evaluation

The BAA will conduct the evaluation of Proposals in the following phases.

Proposals will be evaluated to determine the best value offered to the BAA.

- .1 Phase 1 - Proposal Responsiveness - Pass/Fail
 - .1 Required documentation: Proposals will be reviewed to determine if all required documentation was included with the Proposal submittal as described in this solicitation document.
 - .2 Each Proposal will be reviewed by an Evaluation Committee to determine if it meets the Request for Proposals (RFP) mandatory requirements. Failure to meet the requirements may be cause for rejection of the Proposal.
- .2 Phase 2 – Financial Evaluation

The financial offers will be evaluated.
- .3 Phase 3 – Technical Evaluation
 - .1 The submissions will be evaluated according to the Evaluation/Weighting Criteria below.
 - .2 The Evaluation Committee may seek written clarification from any or all prospective Proponents in order to better understand, and evaluate, the

responses.

.4 Phase 4 – Presentations/Oral Interviews

- .1 Responses determined to have scored in the competitive range may be invited to provide oral presentations for the purpose of introducing key members of the Evaluation Team and to allow the BAA to fully understand the prospective Proponent's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the BAA may modify scores and resulting rankings based on the oral presentation.
- .2 The Service Manager identified in the Proposal shall be the lead presenter in the oral presentation. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Proposal.
- .3 Proof of concept visit – this must be done in line with the BAA's code of conduct and conditions of employment guidelines.

.4 Phase 4 - Financial Evaluation

After the technical and oral presentations, the financial offers will be evaluated.

.5 Evaluation weighted scoring – (Evaluation matrix)

- .1 Proposals will be evaluated and scored in accordance with the Table below.
 - 1. Experience and Capability 50%
 - 2. Financial 30%
 - 3. Social, Economic and Environmental 20%

.6 **Cumulative Score**

At the conclusion of Phase 4, all scores for the prior phases will be added and the Proponent receiving the highest total score, based on the evaluation method indicated, will be recommended for award of the contract (or selected for contract negotiations in accordance with clause 6.2).

Part 6 AWARD OF CONTRACT

6.1 Award Criteria

- .1 The BAA will award the contract to the lowest priced, technically responsive and/or highest ranked Proponent.
- .2 The BAA may award contracts to multiple Proponents pursuant to this Request for Proposals. Additionally, a single Proponent may be awarded multiple works' packages or all works' packages in their entirety.
- .3 Where multiple works' packages are available, the BAA does not bind itself to accept the lowest priced Proposal, as this pertains to each package, or any Proposal. A Proponent

whose Proposal has been determined to be substantially responsive to the solicitation documents and who, in the opinion of the BAA, has offered the best overall submission taking into consideration the price, the contractor's capability, available resources and proposed schedule to carry out the contract effectively shall be awarded the contract. This may not be the lowest priced Proposal received.

- .4 The BAA reserves the right to reject any Proposal, annul the tendering process and reject all Proposals, at any time prior to award of contract, without incurring any liability to the affected Proponent or Proponents, or being under any obligation to inform the affected Proponent or Proponents of the grounds for the BAA's action.
- .5 Prior to the expiration period of the Proposal validity, the BAA shall award a single or multiple contract(s) to the qualified Proponent or Proponents with the highest total score based on the evaluation method stated within the instructions to Proponents.
- .6 The BAA may declare the bidding process void when it is evident that there is a lack of competition or there has been collusion.
- .7 All Proposals may be rejected if substantially higher than the budget.

.8 **References**

Before awarding any contract, the BAA reserves the right to require the Proponent to submit such evidence of qualifications as it may deem appropriate. This evidence may concern financial, technical and other qualifications as well as the relevant experience and skills of the Proponent. At least three written references from product end users would be required prior to award of contract being made.

6.2 Negotiation

- i. The BAA reserves the right to enter into written negotiation with one or more Proponents.
- ii. The BAA reserves the right to enter into multiple contracts, resulting from this bidding process, or to enter into a contract on a non-exclusive basis. The BAA may contract with others for the same or similar products and/or services, obtain the same or similar products and/or services internally or otherwise obtain the same or similar products and/or services by other means.

6.3 BAA Right to Vary Requirement at Time of Award

- .1 The BAA reserves the right, at the time of making the award of contract, to increase or decrease items in the bill of Quantity, if possible, without any change in unit price or other terms and conditions, by the amount of (e.g. 10 or 20) percent. This shall only be done in a manner that does not affect the overall completion of the works.

6.4 Notification of Award

- .1 Prior to the expiration of the period of Proposal validity, prescribed in Clause 3.5 of these instructions, the BAA will notify the successful Proponent by E-Mail and/or registered letter of acceptance of their Proposal. This letter (hereinafter, and in the Conditions of Contract, referred to as "Letter of Acceptance") shall name the sum which the BAA will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter, and in the Conditions of Contract, referred to

as “the Contract Amount”).

- .2 The successful Proposal, together with the Letter of Acceptance, will constitute the formation of a binding Contract unless and until a formal agreement is executed.
- .3 The Contract shall only be accepted upon the BAA’s receipt of copy of the Contract dully signed by the Contractor. Such acceptance shall effect a Contract between the parties. The rights and obligation of the parties shall be governed solely by the terms and conditions of this Contract.
- .4 The BAA will promptly notify the unsuccessful Proponents in writing.
- .5 The successful Proponent’s registration and completion of relevant returns should be concurrent with the commencement of business activities. The BAA will advise the contractor of this requirement to register, whether they are a Bermuda Resident or not.
The contractor is required to register with the following:
 1. Tax commissioner as required by the Payroll Tax Act 1995
 2. Social Insurance as required by the contributory Pension Act 1970
 3. Consultants are responsible for their own health insurance.

6.5 Signing of the Contract

The BAA will arrange for Contract signing at the same time that the successful Proponent is notified that their Proposal has been accepted. Alternatively, the Successful Proponent shall sign, date and return the Contract within 30 days of receipt of same.

6.6 Proof of Insurance

The successful Proponent shall furnish the BAA with Insurance certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as required. Such certificates shall also contain the following statement: **“The insurance policy shall not be cancelled, reduced, restricted, modified or changed in any way without the insurer giving at least thirty (30) days prior written notice to the BAA”**.

6.7 Payment:

- .1 Time of Payment: unless otherwise indicated in the Special Terms and Conditions of the Contract, the BAA will normally effect payment within 30 days after receipt of a Commercial Invoice, certification of site work (if applicable) or other supporting documentation.
- .2 Unless specifically stated in the payment terms, and unless prior approval has been granted by Senior Management, it shall not be customary for the BAA to approve advance

payments.

- .3 Currency of payment; payment will be made in the currency in which the Contract is issued.

6.8 Complaints:

If at any time during the Procurement process, a Proponent believes they have been unfairly treated, the Proponent shall first notify the Director Airport Service Delivery, Mr. Jamie Sapsford in writing. If the matter is not resolved, the Proponent may submit a request in writing, to the nominated Procurement Complaints Officer noted below, for the issue to be resolved in accordance with the BAA complaint management process.

Chief Executive Officer, Mr. Lester Nelson

Email: lnelson@airportauthority.bm Phone: (441) 242-2001

END OF INSTRUCTIONS TO PROPONENTS

Part 7 Forms

7.1 Certificate of Non-Collusion

CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Tenderer/Bidder

The purpose of Open Tendering is for the BAA to receive bona fide, competitive Tenders from all persons wishing to bid for a contract. In recognition of this principle, each company that submits a Tender will be required, by way of the signature of the Company Principle, to confirm that the Tender has been submitted without any form of collusion.

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any Tender received which does not include a signed copy of this 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, the Tenderer 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 Tenderer and/or any party involved in the matter.

Any Tenderer who submits false information in response to a tender, and any other person or company involved in collusion, may be excluded from tendering for future contracts with the BAA.

Confirmation of Non-Collusion

A REQUEST FOR PROPOSAL FROM THE BERMUDA AIRPORT AUTHORITY
FOR
AIR OPERATIONS SERVICES IT INFRASTRUCTURE UPGRADE

With regard to the abovementioned Request for Proposal,

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender, 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 Tender Pack, or supplementary information provided to all bidders.

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

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

Part 8 Schedules

8.1 Schedule 1 Statement of Requirements

Please also reference the attached '*BAA Service Provider Current Information Technology Network*' statement, and *Current IT Network Infrastructure* diagram.

The Proponent shall submit a proposal which provides an upgrade to the IT network as described in Section 2.0 of the statement referred to above, and which will provide solutions to the issues described therein as currently affecting the network. The proposal shall include provisions for the current and requested virtual servers as described in Section 3.0 of the statement. Additionally, the proposed infrastructure shall include appropriate capacity for future expansion, or facilitate the ability for expansion.

The proposal shall include the terms of any warranty period.

The proposal shall include the scope of available, post warranty, vendor technical support (hardware and software), including remote, e-mail, telephone, and/or on-site support together with associated hourly rates and response time where applicable.

The proposal shall include a provision for user software training.

Part 9 Contract

See *BAA Contract For Goods and Services Template* attached, which shall be used to form the agreement for the provision of the Goods/Services with the successful Proponent.

Part 10 Disclaimer

All data or information provided herein is for informational purposes only. The BAA makes no representation or warranties and accepts no responsibility for the accuracy or completeness of any information or data supplied herein.