



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

**Request for Proposals
For
Middle Road Water Main Replacement**

Request for Proposals No.: **50/801**

Issued: **Tuesday, June 26, 2018**

Submission Deadline: **Tuesday, July 24, 2018 03:00:00 PM AST**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Middle Road Water Main Replacement**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, Ministry of Public Works is soliciting proposals from experienced Contractors to supply and install a replacement water main in Fort Hill Road and along Middle Road, Devonshire from 10 Fort Hill Road to Watlington Road West. This work involves the supply and placement of a new 6(six) inch HDPE pipeline to replace an existing 8(eight) inch PVC water main approximately 4100ft in length. The work will entail the use of pipe pulling and open excavation to install the new pipeline. The purpose of this work is to replace a section of pipeline that is currently failing with multiple breaks and leaks.

The Works consist of:

- A. The excavation of an open trench along Fort Hill Road to install a 6- inch pipe replacement for an existing 4” dia. main over a nominal length of 480ft, including backfill and reinstatement of the trench and road surface.
- B. The excavation of an open trench along as required in Middle Road to install a 6- inch pipe replacement for an existing 8” dia. main over a nominal length of 720ft, including backfill and reinstatement of the trench and road surface.
- C. The excavation of 11 access pits along a route of 2,900 ft. of 8-inch pipeline, open up existing pipe and pull a new 6-inch HDPE inside of existing PVC pipe. The work will include reconnecting the new to existing at each pit and backfill and reinstatement of the pit and road surface.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: Mr. J. Tarik Christopher at email tjchristopher@gov.bm

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

Proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to Mr. J. Tarik Christopher at email tjchristopher@gov.bm prior to the Submission Deadline noted in the RFP timetable below.

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notices>. 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 required to enter into an agreement with the Government for the provision of the Deliverables in the form attached as Appendix A to the RFP (the "Agreement"). It is the Government's intention to enter into the Agreement with only one (1) legal entity.

The term of the Agreement is to be for a period of ninety (90) calendar days, Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

1.4 RFP Timetable

Issue Date of RFP	Tuesday, June 26, 2018
Pre-Bid / Site Meeting	Monday, July 2, 2018 10:00 AM
Deadline for Questions	Tuesday, July 17, 2018 ,4:00 PM
Deadline for Issuing Addenda	Thursday, July 19, 2018, 4:00 PM
Submission Deadline	Tuesday, July 24, 2018,3:00PM
Irrevocability Period	120 calendar days
Anticipated Execution of Agreement	Monday, September 10, 2018

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

Pre- Bid meeting and Site Visit

The Proponent's designated representative is invited to attend a pre-bid meeting and site visit; the purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The Proponent is requested, as far as possible, to submit any questions in writing, to reach the RFP Contact not later than three days before the meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a proponent.

The Pre-bid meeting will take place at

Date: Monday, July 2, 2018

Time: 10:00 A.M. AST

Place: The Fort Prospect Water Plant, 10 Fort Hill Road, Devonshire

The Proponents or their official representative must register their presence with the RFP Contact at the start of the meeting stating the name of the company they represent their email address, and phone number.

All Proponents or their official representative(s) on their own cost and responsibility are advised to attend the Pre-Bid meeting and Site tour to examine the site of the proposed work, so as to be fully acquainted with existing conditions and limitations.

The Government reserves the right to refuse any request for individual conducted site tours, at any other time than that identified in this RFP.

Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to Proponents. Any modification of the RFP documents that may become necessary as a result of the site tour meeting will be posted as addenda on the Government portal.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at Prescribed Location

Proposals must be submitted to:

Submission Box at the Ministry of Public Works,
Located on the 3rd Floor, General Post Office Building,
56, Church Street, Hamilton, HM12, Bermuda.

Attention Mr. J. Tarik Christopher
Ref: Middle Road Water Main Replacement

E-mail and facsimile submissions are not accepted. However, Electronic copies (e-copy) of your proposal in MS Word or Adobe PDF format via USB drive or CD is requested with your hard copy submittal.

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 Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents shall submit at minimum two (2) original signed hard copies of their proposal and one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Tuesday, July 24, 2018, 3:00 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

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 120 calendar days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of proposals 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. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

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. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Government, be disqualified and not evaluated further.

2.3.2 Rated Criteria

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

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Government, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the Government to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Government and may be waived by the Government.

2.7 Failure to Enter into Agreement

In addition to all of the Government's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Government may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another 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 and 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 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 shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. 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 shall not be 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 shall not be 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 should 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 and Clarify

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP

Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated 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 a notice of selection or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Past Performance or Past Conduct

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

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

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Government

The Government reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and

transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;

- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Government;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the Government nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Government's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

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 shall not be construed as intending to limit the pre-existing rights of the Government; 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

See Annex A - Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Proponent Information

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

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. 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.

5. No Prohibited Conduct

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

6. 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:

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 120 days following the Submission Deadline.

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.

9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

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

2. Evaluation of Pricing

Pricing is worth **35 points** of the total score.

Pricing will be scored as follows”

- The lowest price shall be awarded 35points (all prices within 5% will receive the same price points).
- The next lowest price (beyond 5%) will receive 30 po5 10 fewer points for each successively higher priced price proposal.
- Each time the same score will be awarded if successive prices are within 5% of the last highest price.
- Notwithstanding the technical / managerial and price scores, the Government reserves the right to reject any proposal where prices are deemed to be unreasonable relative to other prices proposed, typically a 25% variance from the average qualified proposal (excluding the proposal in question).

In addition to any rights to verify, clarify and supplement,

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.

In addition to any rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
 - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the

total price shall be corrected. If the proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

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

3. Required Pricing Information

See Annex B – Pricing Form

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The Government of Bermuda, Ministry of Public Works is soliciting proposals from experienced Contractors to supply and install a replacement water main in Fort Hill Road and along Middle Road, Devonshire from 10 Fort Hill Road to Watlington Road West. This work involves the supply and placement of a new 6(six) inch HDPE pipeline to replace an existing 8(eight) inch PVC water main approximately 4100ft in length. The work will entail the use of pipe pulling and open excavation to install the new pipeline. The purpose of this work is to replace a section of pipeline that is currently failing with multiple breaks and leaks.

The Works consist of:

- A. The excavation of an open trench along Fort Hill Road to install a 6- inch pipe replacement for an existing 4” dia. main over a nominal length of 480ft, including backfill and reinstatement of the trench and road surface.
- B. The excavation of an open trench along as required in Middle Road to install a 6- inch pipe replacement for an existing 8” dia. main over a nominal length of 720ft, including backfill and reinstatement of the trench and road surface.
- C. The excavation of 11 access pits along a route of 2,900 ft. of 8-inch pipeline, open up existing pipe and pull a new 6-inch HDPE inside of existing PVC pipe. The work will include reconnecting the new to existing at each pit and backfill and reinstatement of the pit and road surface.

See Annex C - Scope of Work

B. MATERIAL DISCLOSURES

e.g. the Selected proponent will be responsible for traffic redirection during working hours at this site.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Other Mandatory Submission Requirements

3.1 Subcontractor’s Information (Annex E)

Each proposal must include a completed and duly signed copy of the Subcontractor information form.

See Annex E - Subcontractor’s Information

3.2 Local Benefit (Annex F)

Each proposal must include a completed and duly signed copy of the Local Benefit form.

See Annex F Local Benefit Form

3.5 Project Personnel (Annex G)

Each proposal must include a completed copy of the Personnel Qualifications with resumes.

3.3 Certificate of Confirmation of Non-Collusion (Appendix E)

Each proposal must include a completed and duly signed copy of the Certificate of Confirmation of Non-Collusion form

3.4 Certificate of Incorporation

All corporate proponents must include, with their proposal, a copy of the company's Certificate of Incorporation as evidence of the fact that the company is an existing registered company at the date of submission. Failure to provide the certificate of incorporation will render the response void.

3.6 References

Proponents shall provide a reference from a bank or other financial institution confirming the Proponent's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.

D. MANDATORY TECHNICAL REQUIREMENTS

D1. Specifications

See Annex E– Specifications

D2. Eligibility Requirements

The Proponent and/or the Proponent's sub-contractors must meet certain requirements, specified herein, in order to be considered as acceptable to provide a proposal or the project. Proponents, sub-contractors and contracting teams, who fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their proposals will not be accepted.

The Proponent must have a minimum of 5 years' experience in the provision of contracting services to provide pipeline installation works

In addition to the experience of the firm or firms as noted above, the experience of the key individuals responsible for the project must meet the following criteria:

Contractor's Project Manager: 5 years of experience in trenching pipeline installation and road works

The Proponent shall submit with his completed proposal all appropriate documentation in order to demonstrate the necessary experience and expertise. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-contractors.

E. PRE-CONDITIONS OF AWARD

Proof of Insurance

The successful proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

Financial (Local) Checks

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

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Proposals will be evaluated to determine the best value offered to the Government of Bermuda based on pre-determined criteria:

1. The bid price alone will not be the sole determining factor in the selection of the successful proponent for this work. The Government will consider the proposal costs for all items identified herein together with the proponent's qualifications, references, and understanding of the scope of work to form the basis for its decision on who will be selected. The Government reserves the right to reject any or all bids and to determine which bid is, in the Government's judgment, the most responsive.
2. The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proponent(s) participating in this process (creation of a short list). Attendance at any such interview will be at the Proponent's expense.
3. The evaluation committee may seek written clarification from any or all prospective contractors in order to better understand and to evaluate the proposal.

#	Category	Weighting (%)	Threshold
1	Pricing	50	N/A
2	Technical Competence, and Attendance of Pre-Bid site meeting	40	N/A
3	Social & Economic and Environmental (Local Benefit)	10	N/A
	Total	100	

1. Pricing

See Appendix C – Pricing

2. FINANCIAL - PRICES AND RATES:

FINANCIAL EVALUATION	Score / 10	Weighting	Weighted Score
Price and Rates (include all costs)	/10	3.5	/35
The Proponent is in a stable Financial Position	/10	0.5	/5
The Proponent has no outstanding Government debt	/10	1.0	/10
Prices and Rates Score:			/50

3 . Technical Competence

Technical Competence of Contractor's Team / Organization	Score / 10	Weighting	Weighted Score
Rank the availability of competent and qualified personnel and other resources available to perform Services in the required timeframe, including the qualifications and past performance of assigned staff on similar assignments	/10	1.5	/15
Rank contractor's Corporate Background and performance on similar projects	/10	1.5	/15

Contractor's attendance of pre bid site meeting Attendance by personnel from the proponent entity will be a condition of their proposal being considered for further evaluation and will be given the provision of 10 points.	/10	1.0	/10
Technical / Managerial Score:			/40

Components to be evaluated include:

- i. Availability of competent and qualified personnel and other resources to perform the Services;
- ii. qualifications and past performance of assigned staff for similar assignments;
- iii. the Contractor's Corporate Background and performance on similar projects;
- iv. proposed quality management plan for the project;
- v. Business integrity management system; and

4, LOCAL BENEFIT

SOCIAL, ENVIRONMENT AND ECONOMIC	Score / 10	Weighting	Weighted Score
Percentage of Workforce that are Bermudian	/10	.5	/5
Does the Proponent offer evidence of training positions or be willing to offer them	/10	.5	/5
Rates Score:			/10

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Proponents

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

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

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

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

Confirmation of non-collusion

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

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

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

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

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____