



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

**Request for Quotations  
For  
Glebe Road Bridge Repairs**

Request for Quotations No.: **44-23-150**

Issued: **Thursday August 29, 2024**

Submission Deadline: **Thursday September 19, 2024 03:00:00 PM Bermuda Local Time**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit quotations for **Glebe Road Bridge Repairs** as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Ministry of Public Works seeks to engage the services of a suitably qualified and experienced contractor to carry out required repairs to Glebe Road Bridge which spans over Palmetto Road.

The repair work includes:

- Cleaning of the main steel preflex beams, removing all corrosion and fully repainting steel members with protective coating.
- Full replacement of bridge bearings (bearing pads will be supplied by the Government)
- Localised concrete repairs across the full span, both underside and on top of bridge.

## 1.2 RFQ Contact

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

Mr. Craig Fraser at email [cxfraser@gov.bm](mailto:cxfraser@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 RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s quotation.

Prior to the Submission Deadline noted in the RFQ timetable below, proponents that download this file and intend to respond to this RFQ are required to register their interest with the RFQ contact by emailing their company name and contact information to Mr. Craig Fraser at email [cxfraser@gov.bm](mailto:cxfraser@gov.bm).

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

## 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government’s intention to enter into an agreement with only one (1) legal entity.

The term of the agreement is to be for a period of 365 days, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to N/A. An Agreement is subject to change until fully executed.

Joint submissions are acceptable however, if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

## **1.4 RFQ Timetable**

### **1.4.1 Key Dates**

Issue Date of RFQ	Thursday August 29, 2024
Pre-Bid / Site Meeting	<b>Thursday September 05, 2024 10:00 AM</b>
Deadline for Questions	Tuesday September 10, 2024
Deadline for Issuing Addenda	Thursday September 12, 2024
Submission Deadline	<b>Thursday September 19, 2024 03:00:00 PM</b>
Rectification Period	5 business days
Anticipated Execution of Agreement	Monday November 04, 2024

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

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

A non-mandatory site meeting will be held on Thursday 5<sup>th</sup> of September at 10:00 AM at Glebe Road Bridge.

The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised.

Respondents are responsible to have a copy of the RFQ documents and for making their own notations during the site visits.

Any modification of the RFQ documents that may become necessary as a result of the site visits will be made thru an addendum.

Respondents may also visit the site and make their investigations at their convenience.

## **1.5 Submission of Quotations**

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

Quotations must be submitted to:

Electronic mail (E-Mail) submissions are accepted at [publicworkstenders@gov.bm](mailto:publicworkstenders@gov.bm).

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

In the subject line of the email, please state the RFQ title. Please ensure to send a copy of your proposal in MS Word and/or Adobe PDF format.

### **1.5.2 Quotations to be Submitted on Time**

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the deadline will be rejected.

### **1.5.3 Quotations to be Submitted in Prescribed Format**

Proponents shall submit at minimum 0 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-

copy of the quotation are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail.

The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the Electronic Transactions Act 1999. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and do not be opened until Thursday September 19, 2024 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

#### **1.5.4 Amendment of Quotations**

Proponents may amend their quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ 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 quotation the amendment is intended to amend or replace.

#### **1.5.5 Withdrawal of Quotations**

At any time throughout the RFQ process until the execution of a written agreement for the provision of the Deliverables, a proponent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn quotations.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Government will conduct the evaluation of quotations and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the Government will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The Government will review the quotations to determine whether the mandatory technical requirements, as set out in Section D of the RFQ Particulars (Appendix D), have been met. Questions or queries on the part of the Government as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

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

### **2.4 Stage III – Pricing**

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

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together, and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Government. In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

## **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Government or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) intended to provide the proponent advance notice of some of the key contractual provisions including indemnities, limitation of liabilities, service requirements, etc. that would be contained in the form of contract and are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its quotation or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

## **2.5.3 Time Period for Negotiations**

The Government intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Government invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Government may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Government elects to cancel the RFQ process.

## **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

#### **3.1.2 Quotations in English**

All quotations must be written in the English language only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's quotation but not attached will not be considered to form part of its quotation.

#### **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 RFQ Only an Estimate**

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information or empirical data contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ 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 quotation in response to this RFQ.

#### **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 quotation, including, if applicable, costs incurred for interviews, travel or demonstrations.

#### **3.1.7 Quotation to be Retained by the Government**

The Government will not return the quotation or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Government makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract



with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Equivalency**

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The proponent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Proponents to Review RFQ**

Proponents should promptly examine all of the documents comprising this RFQ, and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFQ Contact. The Government is under no obligation to provide additional information, and the Government is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the proponent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government is not responsible for any misunderstanding on the part of the proponent concerning this RFQ or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFQ 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 RFQ, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify and Supplement**

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

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

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

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ 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 RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide a detailed explanation of the proponent's concern with the procurement process or its outcome.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

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

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

#### **3.4.2 Disqualification for Conflict of Interest**

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

### **3.4.3 Disqualification for Prohibited Conduct**

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

### **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 RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

### **3.4.6 No Lobbying**

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

### **3.4.7 Illegal or Unethical Conduct**

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

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

### **3.4.8 Past Performance or Past Conduct**

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

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

### **3.4.9 No Collusion**

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

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Government**

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

- (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 RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the proponent to the Government immediately upon the request of the Government.

### **3.5.2 Confidential Information of Proponent**

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

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Process Contract and No Claims**

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

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

#### **3.6.2 No Contract until Execution of Written Agreement**

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

#### **3.6.3 Non-Binding Price Estimates**

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

#### **3.6.4 Cancellation**

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

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

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

### **3.7 Governing Law and Interpretation**

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

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

[End of Part 3]

## **APPENDIX A - FORM OF AGREEMENT**

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

The contract will be the Bda. Gov Short Form of Contract w/ FIDIC Conditions of Contract for the Short Form... 1st Ed. (1999).

See Annex A - Form of Agreement Type - RFQ (High Score) – Glebe Road Bridge Repairs 2024

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

<p>Please fill out the following form, naming one person to be the proponent’s contact for the RFQ process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><b><u>Declaration of Interest:</u></b> The proponent shall provide details of its ownership and/or managerial structure upon request from the Government. The proponent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of the Goods and Services. Such statement shall be provided at least annually or if there is any change in the interest of the proponent.</p>	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent’s Social Insurance Number issued by the Government of Bermuda:	
Proponent’s Tax Payroll Number issued by the Government of Bermuda:	
Proponent’s Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	



## **2. Acknowledgment of Non-Binding Procurement Process**

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

## **3. Ability to Provide Deliverables**

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

## **4. Non-Binding Pricing**

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

## **5. Addenda**

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

## **6. No Prohibited Conduct**

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

## **7. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. 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 quotation; **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 quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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 quotation, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

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**8. Disclosure of Information**

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

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Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

**End of Appendix B**

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having its registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS \_\_\_\_\_

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name: .....

Date: .....

\_\_\_\_\_

Secretary/Director

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

Pricing is worth 30 percent of the total score.

Evaluation of price is made according to the following formula:

$$[\textit{lowest priced} \div \textit{proponent's price}] \times \textit{weighting} = \textit{proponent's pricing points}$$

In addition to any rectification processes, or rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
  - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
  - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
  - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

### 3. Required Pricing Information

See Annex B - Pricing Form 2024 Glebe Road Bridge Repairs

## **APPENDIX D – RFQ PARTICULARS**

### **A. THE DELIVERABLES**

#### **Mobilise**

Mobilise, including all preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Establishment of temporary facilities necessary for the work. Premiums on insurance for the work.

General Conditions/Preliminaries, including maintenance of site facilities for the duration of the works and site safety. Any other operations performed, or costs incurred for the duration of the works necessary to satisfy the Construction Specifications, but which do not form part of it.

#### **Scaffold**

Scaffolding is to be designed, supplied, erected and maintained by the contractor to allow full access across the entire two lane, length and width of the underside of Glebe Road bridge.

Full encapsulation of the scaffold is required to contain any abrasive materials and prevent environmental contamination. An adequate ventilation system is to be included which meets required safety standards.

If a third party is to be subcontracted to undertake the scaffolding, details of the business should be included within submitted quotations.

A minimum of one traffic lane on Palmetto Road underneath is to remain open at all given times throughout the erection of the scaffolding and throughout the entirety of the works.

#### **Bearing Pads**

All Bearing pads under primary bridge beams are to be replaced (14 No. in total).

An adequate hydraulic jacking system is to be employed to lift the preflex beams to such a height that the existing bearing pads can be removed, the area cleaned/prepped and the new bearing pads installed.

During jacking works, closure to Glebe Road is necessary. To minimize disruption to the public, nighttime working will be required. Out of hours allowance within submitted quotations should be included accordingly. The contractor is to provide and operate required road closure equipment such as barriers, signs, lighting, etc. Manned traffic control with radio communication will be required in case of emergencies.

The contractor shall give the Ministry of Public works 3 weeks notice of required lane closures, to allow adequate time to publish a Road Traffic Notice.

The government will supply the 14 new bearing pads.

## **Painting Steel Beams**

All steel beams are to be thoroughly cleaned of all corrosion in preparation for re-coating with new protective paint system.

The scope of the steel repainting is described in document "09010014 - Glebe Road Bridge Overpass - Visual Inspection Report" by IEPC Engineering Services

Surface preparation and paint specifications are in accordance with document "09010014 - Glebe Road Bridge Overpass - Coating Specification" by IEPC Engineering Services.

See Annex C - 09010014 - Glebe Road Bridge Overpass - Coating Specification

## **Concrete Repairs**

The underside of the bridge slab has a number of localised areas of concrete damage. Please refer to the document "09010014 - Glebe Road Bridge Overpass - Visual Inspection Report" for further details.

The contractor is to carry out repairs as per the methods described within the attached document titled: Concrete Repair Methods.

See Annex D - 09010014 - Glebe Road Bridge Overpass - Visual Inspection Report

## **Guard Rail Repairs**

Several baseplates of the aluminium guard rails, which sit atop the concrete parapets along Glebe Road, have either rusted or missing anchor bolts. The contractor is to quantify, supply and install stainless steel replacements.

## **Cleaning and Vegetation Management**

The stairs connecting Palmetto Road and Glebe Road are to be thoroughly cleaned via jet power washing.

New stainless-steel handrailing is to be installed on both sides of the existing staircase. The Government will supply the bare pipe (1-1/2" stainless). The contractor is to supply the bracketry and install. Bending of the stainless will be needed to shape the handrail to the curved staircase.

All remnants of the old, old broken handrail are to be removed and safely disposed of off site.

Vegetation across the bridge structure is to be cut and treated with root killer.

## **Demobilise**

Demobilise including removal from the site of all plant, equipment, waste and facilities brought to the site to facilitate the works, but which do not form part of the Works. Any other operations performed, or costs incurred before and for the duration of the works necessary to satisfy the Construction Specifications, but which do not form part of it.

## **B. MATERIAL DISCLOSURES**

### **Cleaning and Vegetation Management**

The Government will supply the bare pipe (1-1/2" stainless). The contractor is to supply the bracketry and install

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

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

### **2. Pricing (Appendix C)**

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

### **3. Certificate of Confirmation of Non-Collusion (Appendix E)**

Each Quotation must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the Proponent.

### **4. Company Certificate of Incorporation**

A signed copy of the Certificate of Incorporation must be included for proponents that are companies/corporations.

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

#### **Method Statement and Schedule**

The respondent must provide a detailed method statement with the applicable timetable for all deliverables.

The method statement will be used to judge understanding of the works, capacity to meet the schedule and requirements of the tender, and assumptions for pricing.

Method Statement for each key activity should show construction methods, equipment, workers on site, materials and general methodology for carrying out the Work. Method Statement should show Health and Safety measures to identified risks.

#### **Proof of Insurance**

Following the award of the contract, the successful respondent shall furnish the Government with required 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) calendar 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). Certificates should be submitted within ten calendar days after the award of the contract and before any work begins at the site.

## D. MANDATORY TECHNICAL REQUIREMENTS

### Hydraulic Jacking Experience

Contractors must be experienced with industrial scale hydraulic jacking. Examples of past projects where hydraulic jacking was necessary should be included within submitted quotations

### Encapsulated Scaffolding

Contractors and/or subcontractors must be experienced with large scale, fully encapsulated scaffolding. Examples of past projects should be included within submitted quotations

## E. PRE-CONDITIONS OF AWARD

### 1. Financial Checks

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

## F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Experience and Capability	20	N/A
3	Method and Schedule	20	N/A
4	Local Benefit	30	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Experience and Capability

Each respondent should provide the following in its quotation:

- a brief description of the Respondent;
- a description of its knowledge, skills, and experience relevant to the Deliverables; and
- the roles and responsibilities of the Respondent and any of its agents, employees, and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

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



	Score Weighting
• Did the bidder offer evidence of experience with projects of a similar technical level?	/10
• Has the bidder performed well on previous Government projects?	/2
• Does the bidder offer evidence that they have sufficient, suitably experienced resources available to complete the work?	/5
• Does the bidder have a good track record of ensuring the health, safety and welfare at work of all their employees?	/1
• Were the Respondent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the Respondent again?	/2
 Total Points available =	 /20

See Annex E - Supplier Qualifications and References Form

### 3. Method and Schedule

The following questions will be considered when each quotation is evaluated:

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

Consideration of the following questions and requirements will be given to each Respondent's **work plan and approach (methodology)**.

- Does the quotation show an understanding of the project objective and results that are desired for the project?
- Are the work hours presented reasonable for the effort required to execute each deliverable or phase?
- Do the proposed cost and work hours compare favorably with the Government's estimate of the time and cost involved?
- Does the project methodology fall in line with operational constraints?
- Has the contractor considered and adequately described the traffic management throughout the length of the project?

**The work plan and timetable** should be consistent with the work schedule.

- the main activities of the project, their content, and duration;
- phasing and interrelations of the main activities; and
- Milestones including interim approvals by the Government and dates for the delivery of the documentation.

- description of logistics as it relates to coordination efforts with Project Management team to provide workable solutions for ash removal during all phases of the project.
- description of contingency planning efforts as a result of delays
- clear description of traffic management

The proposed work plan should be consistent with the technical approach and methodology, showing that the Respondent has a clear understanding of the scope of work and ability to translate it into a feasible working plan. A list of the final documents, including technical reports, drawings, and tables to be delivered as final output, should be included in each Respondent's response.

**Quotation Exceptions:** Exceptions that a Respondent may have to any of the requirements found in this RFQ must be fully explained and outlined in the Respondent's submitted response in a separate section under the heading "Quotation Exceptions".

**Assumptions:** Each Respondent should list any assumptions made in formulating their response in a separate section under the heading "Assumptions".

#### **4. Local Benefit**

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

The local benefit considerations will be given to each of the following factors when quotations are evaluated:

- Is the respondent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
  - Number of Bermudians employed by the respondent.
  - Engagement of Bermudian employee (%) during the project.
  - Use of local specified businesses in the respondent's supply chain.
  - Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the respondent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each respondent to provide a copy)

See Annex F - Local Benefits Form

## APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

### Notes for the proponents

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

All proponents must complete and sign a Certificate of Confirmation of Non-Collusion. Any quotations 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 Quotations (RFQ), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

### Confirmation of non-collusion

I/We certify that this is a bona fide quotation, intended to be competitive and that I/We have abided by the terms and conditions related to this quotation and that I/We have not fixed or adjusted the amount of the quotation 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 RFQ 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 RFQ Contact the amount or approximate amount of my/our proposed quotation (other than in confidence in order to obtain quotations necessary for the preparation of the quotation 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 quotation to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

By signing this document, I/we have read and agree to its terms and conditions.

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of \_\_\_\_\_