



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

**Request for Proposals  
For  
Floating Ferry Dock Refurbishment**

Request for Proposals No.: **61-01-75-01**

Issued: **Monday June 07, 2021**

Submission Deadline: **Thursday July 15, 2021 03:00:00 PM AST**

## TABLE OF CONTENTS

<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....</b>	<b>3</b>
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables .....	3
1.4 RFP Timetable .....	4
1.5 Submission of Proposals .....	5
<b>PART 2 – EVALUATION, NEGOTIATION AND AWARD.....</b>	<b>7</b>
2.1 Stages of Evaluation and Negotiation.....	7
2.2 Stage I – Mandatory Submission Requirements.....	7
2.3 Stage II – Evaluation .....	7
2.4 Stage III – Pricing .....	7
2.5 Stage IV – Ranking and Contract Negotiations.....	7
<b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS.....</b>	<b>9</b>
3.1 General Information and Instructions.....	9
3.2 Communication after Issuance of RFP .....	10
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information.....	13
3.6 Procurement Process Non-Binding.....	14
3.7 Governing Law and Interpretation.....	15
<b>APPENDIX A - FORM OF AGREEMENT .....</b>	<b>16</b>
<b>APPENDIX B – SUBMISSION FORM .....</b>	<b>17</b>
<b>APPENDIX C – PRICING .....</b>	<b>21</b>
<b>APPENDIX D – RFP PARTICULARS.....</b>	<b>22</b>
A. THE DELIVERABLES .....	22
B. MATERIAL DISCLOSURES.....	24
C. MANDATORY SUBMISSION REQUIREMENTS .....	24
D. MANDATORY TECHNICAL REQUIREMENTS.....	26
E. PRE-CONDITIONS OF AWARD .....	26
F. RATED CRITERIA .....	27
<b>APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION.....</b>	<b>30</b>
 ANNEX A - FLOATING DOCKS REFURBISHMENT - SAMPLE SHORT FORM OF CONTRACT	
 ANNEX B - FIXED PRICE SCHEDULE	
 ANNEX C - REFERENCE DRAWINGS AND COMPONENT LIST	
 ANNEX D - SPECIFICATIONS	
 ANNEX E - SUBMITTAL CHECKLIST	
 ANNEX F - HEALTH AND SAFETY FORMS	
 ANNEX G - QUALIFICATIONS AND REFERENCES FORM	
 ANNEX H - LOCAL BENEFITS FORM	

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Floating Ferry Dock Refurbishment** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Ministry requires the removal, refurbishment and reinstatement of the floating ferry docks and associated platforms at Hamilton Ferry Terminal, Dockyard Ferry Terminal and Hamilton Marine and Ports Depot. The work also includes the refurbishment of the spare floating dock components located in the Government Quarry. Components need to be removed, refurbished and installed again in a controlled sequence to avoid suspension of the ferry service.

The work is expected to be completed over a four (4) year period.

## 1.2 RFP Contact

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

Mr. Austin Kenny, Acting Principal Structural Engineer, at [avkenny@gov.bm](mailto:avkenny@gov.bm)

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

Prior to the Submission Deadline noted in the RFP timetable below, proponents that download this file and 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. Austin Kenny, Acting Principal Structural Engineer, at [avkenny@gov.bm](mailto:avkenny@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 four (4) years, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to two (2) years. 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 RFP Timetable

### 1.4.1 Key Dates

Issue Date of RFP	Monday June 07, 2021
Pre-Bid / Site Meeting	Wednesday June 23, 2021 10:00 AM
Deadline for Questions	Wednesday June 30, 2021
Deadline for Issuing Addenda	Wednesday July 07, 2021
Submission Deadline	Thursday July 15, 2021 03:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Thursday July 22, 2021
Contract Negotiation Period	7 calendar days
Anticipated Execution of Agreement	Thursday July 29, 2021

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 means all days that the Government is open for business.

### 1.4.2 Site Visit / Pre-Bid Meeting

A Pre-Bid meeting has been scheduled for this procurement. The purpose of the Pre-Bid meeting is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements and procurement process. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

The date, time and location are provided as follows:

DATE: 06/23/2021  
TIME: 10:00 A.M.  
LOCATION: Government Quarry

#### Site Inspections

While the Pre-Bid Meeting is not mandatory, please note:

1. Prior to the submission deadline, it is strongly suggested that the proponent visit and inspect the site and surrounding areas where The Works is to be performed.
2. The proponent shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of The Works and materials necessary for their completion, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Proposal.
3. Proponents will be granted permission by the Government, upon application, to enter upon the site of The Works for the purpose of inspection but only upon the express condition that such person will release and indemnify the Government from and against all liability in respect of personal injury, loss of or damage to property and any other loss.
4. Proponents shall make their own assessment of existing facilities, conditions and difficulties that could affect the execution of The Works called for by the proposed contract; including local conditions, constraints due to the maintenance of traffic, labour conditions, the uncertainty of the weather, difficulties with access, and all other reasonable contingencies. Proponents shall satisfy themselves by personal examination of the proposed Work's site and by such other means as they choose as to actual conditions, requirements, and quantities required.
5. The proponent shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which he may require in the execution of the Contract and shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.

6. No subsequent claim will be allowed or considered for any work that may be required for the proper execution and completion of the Works, due to failure by the proponents to examine the site and make appropriate allowances for the conditions to be encountered.

## **1.5 Submission of Proposals**

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

Proposals must be submitted by electronic mail (E-Mail) at [avkenny@gov.bm](mailto:avkenny@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 RFP title. Please ensure to send a copy of your proposal in MS Word and/or Adobe PDF format.

**DUE TO THE COVID-19 PANDEMIC, NO HARD COPY SUBMISSIONS WILL BE ACCEPTED.**

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

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

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

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

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

Electronic proposals should be prominently marked with the RFP title and number (see RFP cover) and do not be opened until Thursday July 15, 2021 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for the provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an

authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

[End of Part 1]

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

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

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

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

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

#### **2.3 Stage II – Evaluation**

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

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

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

##### **2.3.2 Rated Criteria**

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

#### **2.4 Stage III – Pricing**

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

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

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

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

## **2.5.2 Contract Negotiation Process**

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

## **2.5.3 Time Period for Negotiations**

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

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

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

## **2.5.5 Notification of Negotiation Status**

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

[End of Part 2]



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

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

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

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

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

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

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

#### **3.1.4 References and Past Performance**

In the evaluation process, the Government may include information provided by the proponent's referees and may also consider the proponent's past performance or conduct on previous contracts with the Government or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information or empirical data contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, travel or demonstrations.

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

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

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

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

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

### **3.1.9 Equivalency**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

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

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

This RFP may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

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

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

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

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

### **3.3 Notification and Debriefing**

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

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

#### **3.3.2 Debriefing**

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

#### **3.3.3 Procurement Protest Procedure**

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

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

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

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

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

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

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

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

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

### **3.4.4 Prohibited Proponent Communications**

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

### **3.4.5 Proponent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

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

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

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

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

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

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

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

### **3.4.9 No Collusion**

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

## **3.5 Confidential Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **3.6.4 Cancellation**

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

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

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

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

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

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

[End of Part 3]

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

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

This document is completed and signed at the time of contract award; it does not have to be completed for the Proposal Submittal.

Please note that the completion time shown on the sample Form of Agreement can be modified per mutual agreement based on the Proponent's proposed Work Schedule.

See Annex A - Floating Docks Refurbishment - Sample Short Form of Contract



## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

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

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

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

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

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

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

## **5. Addenda**

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

## **6. No Prohibited Conduct**

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

## **7. Conflict of Interest**

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

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

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

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

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

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

### 2. Evaluation of Pricing

Pricing is worth 35 points of the total score.

Pricing must be evaluated after the completion of the Rated Criteria. The evaluation team lead will conduct this part of the evaluation process.

Points will be assigned to each proposal using the following formula:

Step 1 (bidder's bid – low bid price)/low bid price = % in excess of the low bid.

Step 2 Points available- (% in excess X Points Available) = points awarded.

For example, If the Lowest bid is 100,000 and BID B is \$150,000. Bid B is 50% higher than low bid and loses 50% of the available points. If 40 points are available the lowest bid receives 40 points Bid B receives 20 points. Bids exceeding the low bid price by 100% or more receive 0 price 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 - Fixed Price Schedule

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

The Ministry requires the removal, refurbishment and reinstatement of the floating ferry docks and associated platforms at Hamilton Ferry Terminal, Dockyard Ferry Terminal and Hamilton Marine and Ports Depot. The work also includes the refurbishment of the spare floating dock components located in the Government Quarry. Components need to be removed, refurbished and installed again in a controlled sequence to avoid suspension of the ferry service.

#### **Preparation of Work Plan**

In consultation with Marine and Ports, the Contractor shall prepare a work plan to refurbish the floating barges in a safe and sequential manner while minimizing the disruption to the ferry service.

Components of the same type (e.g. barges of the same type, pile guides of the same type and platforms) can be used in different Ferry Terminals as where they are located at the moment.

#### **Refurbishment of floating barges located at Government Quarry**

The floating barge sections, pile guides, fender and platform sections currently stored at the Government Quarry will need to be refurbished. This will include preparing the barges for a new paint system, fixing holes or damaged parts of the barges, repairing access hatches, supplying and installing new ballast, replacing the zinc cathodic protection bars, replacing damaged fendering, replacing damaged or missing connection pins, fixing damaged pin connection plates, and other refurbishments as needed.

#### **Refurbishment of Pink Ferry Route Terminal**

For the Pink Route Ferry docking area, remove the existing platforms, ramps, fender sections and barges for refurbishment. Prepare the barges for a new paint system, fixing holes or damaged parts of the barges, repairing access hatches, adjusting the existing ballast, replacing the zinc cathodic protection bars, replacing damaged fendering, replacing damaged or missing connection pins, fixing damaged pin connection plates, and other refurbishments as needed. Repair any damage to the platforms, the ramps, fenders and pin connections.

Install rehabilitated sections, reinstall the existing platforms and ramps in agreement with Work Plan to allow the passenger loading area to be reinstated.

It is expected that the ferry service for the Pink Route will be temporarily relocated to the nearby wharf during maintenance works.

#### **Refurbishment of Blue, Green and Orange Ferry Routes Terminal**

Two passenger loading areas currently service three ferry routes from the Hamilton Ferry Terminal, the Blue Route, the Orange Route, and the Green Route. The floating barges for each passenger loading area should be removed in agreement with the Work Plan to minimize disruptions to the ferry service. The floating dock components including the canopies, the canopy supports, the platforms the ramps, and floating barges should be removed while maintaining one passenger loading area.

This deliverable includes preparing the barges for a new paint system, fixing holes or damaged parts of the barges, repairing access hatches, supplying and installing new ballast, replacing the

zinc cathodic protection bars, replacing damaged fendering, replacing damaged or missing connection pins, fixing damaged pin connection plates, and other refurbishments as needed. Repair any damage to the platforms, the ramps, fenders, pin connections, and canopy supports.

Please note that the canopies' fabric has been recently replaced and do not require any maintenance.

Install rehabilitated sections, reinstall the existing platforms, ramps, canopy supports and canopies in agreement with Work Plan to allow the passenger loading areas to be reinstated.

### **Refurbishment of Dockyard Ferry Route Terminal**

Remove the existing platforms, ramps, fender sections and barges for refurbishment. Prepare the barges for a new paint system, fixing holes or damaged parts of the barges, repairing access hatches, adjusting the existing ballast, replacing the zinc cathodic protection bars, replacing damaged fendering, replacing damaged or missing connection pins, fixing damaged pin connection plates, and other refurbishments as needed. Repair any damage to the platforms, the ramps, fenders and pin connections.

Install rehabilitated sections, reinstall the existing platforms, ramps in agreement with Work Plan.

### **Refurbishment of Hamilton Depot floating dock**

Remove the existing platforms, ramps, fender sections and barges for refurbishment. Prepare the barges for a new paint system, fixing holes or damaged parts of the barges, repairing access hatches, adjusting the existing ballast, replacing the zinc cathodic protection bars, replacing damaged fendering, replacing damaged or missing connection pins, fixing damaged pin connection plates, and other refurbishments as needed. Repair any damage to the platforms, the ramps, fenders and pin connections.

Install rehabilitated sections, reinstall the existing platforms, ramps in agreement with Work Plan.

Any spare components not used in the Ferry Terminals, or the Hamilton Depot will be stored in Government Quarry once they have been refurbished.

### **Maintenance and/or reinstatement of existing utility ducts**

Maintenance/reinstatement of any utility ducts within the existing dock areas.

### **REFERENCE DOCUMENTS - Drawings and Component List**

Please note: that the Reference Drawings and Component List provided correspond to the original works and are to be used as a guide only. The Component List does not include Floating Docks at Hamilton Depot.

Also note that the component parts shown on the Market Wharf Reference Drawings are expected to be at Government Quarry.

See Annex C - Reference Drawings and Component List

### **REFERENCE DOCUMENTS - Specifications**

The selected proponent will be required to comply with the project specifications.

See Annex D - Specifications

## **B. MATERIAL DISCLOSURES**

### **Preparation of Work Plan**

The Contractor shall phase their works to minimize disruption to the ferry service through a safe and effective project management methodology.

Coordination with the Ferry Service is a key part of this project. All parties must coordinate their work schedules with Marine and Ports.

Temporary arrangements may be needed to secure the barges, ramps and platforms while the barges are being refurbished.

The Government of Bermuda's fiscal year runs from April 1<sup>st</sup> to March 31<sup>st</sup>. This contract is to be completed over the course of four fiscal years, including the current year. Accordingly, the Contract is expected to remain in effect until March 31<sup>st</sup> 2025.

The Contract Sum shall be divided across four (4) equal installments, corresponding with the Government of Bermuda's fiscal years:

Year 1	April 1 <sup>st</sup> 2021 – March 31 <sup>st</sup> 2022
Year 2	April 1 <sup>st</sup> 2022 – March 31 <sup>st</sup> 2023
Year 3	April 1 <sup>st</sup> 2023 – March 31 <sup>st</sup> 2024
Year 4	April 1 <sup>st</sup> 2024 – March 31 <sup>st</sup> 2025

Each of the four equal installments may be paid in smaller sums within the fiscal year, based upon work completed or as otherwise agreed with the Contractor.

It is the responsibility of the Contractor to divide the Works into packages of approximately equal value to align with the payment installments. The proposed packages will be discussed with Marine and Ports and other stakeholders, and any minor adjustments agreed with the preferred bidder prior to contract award.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

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

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

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



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

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

#### **5. Company Certificate of Incumbency**

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

#### **6. Other Mandatory Submission Requirements**

##### **Joint Venture Submission**

Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

1. The Proposal, and in the case of a successful Proponent, the Form of Agreement shall be signed to be legally binding on all partners;
2. One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
3. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
4. All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under .2 above as well as in the Submission Form and the Form of Agreement (in the case of a successful Proponent); and
5. A copy of the Agreement entered into by the joint venture partners shall be submitted with the Proposal.

##### **Method Statement and Timetable for Deliverables**

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

The method statement will be used to judge the 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.

The Method Statement should be related to activities shown on the Timetable.

Timetable milestones will include but not be limited to the following:

1. Identification of parts at Government Quarry
2. Placement of orders and delivery dates for new materials (e.g. specialist paint)
3. Swap-out dates at Ferry Terminals and Hamilton Depot
4. Final handover (final completion)

## **Submittal Checklist**

The checklist is provided as guidance for a complete proposal. It does not need to be completed by the proponent.

See Annex E - Submittal Checklist

### **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

### **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.

No Submission Required.

#### **2. 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. 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.

Certificates should be submitted within 15 calendar days after award of contract and before any work begins at the site.

#### **3. Health and Safety Plan**

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

Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke, and drug-free.

The successful proponent shall furnish the Government with their Health and Safety plan and completed Construction Safety Plan Form within 15 calendar days after award of contract and before any work begins at the site.

#### **4. Health and Safety Forms**

The following Health and Safety Forms should be submitted before any works begin at the site:

\* Construction Safety Plan Form

\* COVID019 Safety Checklist

\* Notice of Commencement of Construction Work: This statutory requirement is outlined in Regulation 264 of the Occupational Safety and Health Regulations 2009. The primary contractor is required to provide the information requested in the Notice of Commencement of Construction Work Form to the Ministry of Health, Safety and Health within 15 calendar days after award of contract and before any works begin at the site.

See Annex F - Health and Safety Forms

## 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.

#	Category	Weighting (%)	Threshold
1	Pricing	35	N/A
2	Experience, capability and references	15	10
3	Understanding of the works and ability to deliver the requirements of the tender	15	10
4	Proposed timetable	5	N/A
5	Social, economic and environmental benefits	30	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Experience, capability and references

Each proponent should provide the following in its proposal:

1. brief description of the proponent;
2. description of its knowledge, skills, and experience relevant to the Deliverables; and
3. roles and responsibilities of the proponent 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 proposal is evaluated: -

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the bidder clearly demonstrate the ability to meet the Government's requirements?
- Does the proponent have the support capability required?
- Can the proponent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the bidder performed well on previous Government Projects?
- Does the bidder offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Were the bidder's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the bidder again?

The information gathered in the Company Qualifications and References Form as well as additional information provided by the proponent and references will be used to evaluate this aspect of the proposals.

See Annex G - Qualifications and References Form

### **3. Understanding of the works and ability to deliver the requirements of the tender**

Proponent must provide enough information to demonstrate the understanding of the works involved and capacity to meet their schedule and requirements of the tender.

Method Statement, list of equipment and timetable submitted will be used for this portion of the evaluation.

### **4. Proposed timetable**

The proponent's proposed schedule will be part of the evaluation criteria. Particular attention should be paid to division of work into four separate packages to be completed in four separate financial years, and minimizing impact to the Ferry Routes and schedules.

### **5. Social, economic and environmental benefits**

Considerations will be given to each of the following factors:

- Engagement of Bermudian employees during the project;
- If the proponent is a specified business;
- If the proponent uses a specified business in their supply chain;
- If the proponent uses specified businesses and subcontractor's;
- If the proponent uses evidence of providing mentoring, apprenticeships for Bermudians or are willing to offer them;
- If the proponent uses evidence of providing internships for Bermudians or are willing to offer them;
- Safety and Health Policy;
- Safety and health record of the proponent for the three immediately preceding years of reporting;
- Environmental Considerations;
- Submittal of Incumbent Certificate Information

The information gathered in the Local Benefits Form will be used to evaluate the proposals.

See Annex H - 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 proposals from suitably qualified persons or entities. In recognition of this principle, each person or entity that submits a proposal will be required, by way of the signature of a duly authorized representative of the company, to confirm that the proposal has been submitted without any form of collusion.

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

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

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

### Confirmation of non-collusion

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

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

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

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

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

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

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

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