



**Ministry of Transport
Department of Marine and Ports**

**Request for Proposals
For
Two (2) New 500 Passenger Catamaran Fast Ferries**

Request for Proposals No.: MOT-2023-500PAXFERRIESX2

Issued: Friday July 21, 2023

Submission Deadline: Friday August 18, 2023 04:00:00 PM Bermuda Local Time

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Two (2) New 500 Passenger Catamaran Fast Ferries** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Department of Marine & Ports Services on behalf of the Bermuda Government requires two (2) 500 passenger catamaran fast ferries designed and built to Lloyds Classification standards to be used primarily for our Blue & Orange routes in Bermuda. These routes combined are approximately 17nm one way at our required service speed of 28kts. Ferries would operate up to 16hrs per day approximately 5 days per week, refueling, and services will be at the end of each service day. The vessels must have good sea keeping capabilities and be of modern design to fit into our existing dock arrangements in Bermuda and to meet the demand of our evolving cruise ship industry.

1.2 RFP Contact

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

Rudolph Cann
rwcann@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

Rudolph Cann
rwcann@gov.bm

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

1.3 Type of Contract for Deliverables

The selected proponent will be 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 24 months, 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 6 months. 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	Friday July 21, 2023
Pre-Bid / Site Meeting	Thursday July 27, 2023 04:00 PM
Deadline for Questions	Friday July 28, 2023
Deadline for Issuing Addenda	Friday August 04, 2023
Submission Deadline	Friday August 18, 2023 04:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Friday September 01, 2023
Contract Negotiation Period	28 calendar days
Anticipated Execution of Agreement	Friday September 29, 2023

All times listed are Bermuda local time. 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

Representatives from the Department may request a site visit of the Proponent's shipyard and/or vessels to assess the quality of work and craftsmanship produced.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Department of Marine & Ports Services
 Attention Mr. Rudolph Cann
 4 Crow Lane, East Broadway Hamilton HM 19

All Proposals, if sent by courier, shall be directed to the Department's complete physical address and to the attention of Mr. Rudolph Cann. A proponent may, at its option, email the RFP package prior to Submission Date with delivery details, including the name of the courier, shipment or waybill number (#) and anticipated arrival time of its response. In the event a response does not arrive as scheduled, the Government may provide those respondents who have given such prior notice one additional business day to affect the delivery of their response. The Submission Date shall be deemed to be adjusted accordingly for the purpose of accepting those responses. For the purpose of this Section "Business Day" means any working day between 8:30 AM to 5:00 PM (Bermuda Local time), Monday to Friday inclusive, but excluding statutory and other holidays that the Government has elected to be closed for business.

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 4 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.

Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and do not be opened until Friday August 18, 2023 04:00:00 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:

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

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

3.7 Governing Law and Interpretation

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

- (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.

See Annex A - Goods & Services Agreement

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><u>Declaration of Interest:</u> 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:

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.

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 United States Dollar (USD) 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 points of the total score.

Pricing will be scored based on the formula below. Each respondent will receive points of the total possible points allocated to price for the particular category it has bid on, which will be calculated by the following formula.

2.1 Price (include all cost) 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

2.2 The respondent is in a stable financial position.

Following financial checks, i.e., checking a bank reference, the following scores should be awarded. 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt.

Following financial checks, the following scores should be awarded: 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

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

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
 - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proponent does not accept the correction of

errors, its 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 Sheet - Two (2) 500 Passenger Fast Ferries

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Two (2) 500 passenger catamaran fast ferries

The Department of Marine & Ports Services requires two (2) catamaran 500 passenger ferries designed and built to Lloyds Classification standards to be used primarily for our Blue & Orange routes in Bermuda. These routes combined is approximately 17nm one way at our required service speed of 28kts at 85% MCR. Ferries would operate up to 16hrs per day approximately 5 days per week, refueling, and services will be at the end of each service day.

The vessel should be designed and constructed with consideration to a 20year minimum service life expectancy.

The Department Requires the breakdown for the following options:

1. Vessel design and construction
2. Material selection
3. Service /Support Maintenance Programs
4. Delivery to Bermuda

The products offered in answer to this Request for Proposals must be new and unused current production models of the equipment required. No prototype or demonstrator product will be accepted, and offering of such a product will be cause for bid rejection. Proponents must provide training to Government personnel containing clear instructions on operation, safety, and maintenance of the products provided.

All items in this proposal must be bid as a complete package. Proposals containing only select elements of the required specifications will not be accepted.

Products provided must be warranted with the proponent's best warranty offered, to provide no-cost protection to the Government for correction or replacement as needed for defects in manufacturing, assembly, or parts.

The successful proponent will be responsible for all aspects of design, construction and delivery of the new 500 passenger ferry vessels including all necessary regulatory approvals as applicable in the country of origin and Bermuda.

General Arrangements

See Annex C - General Arrangements 2 x 500 Pax Ferries

Sea trials

Upon completion of yard trials, the following Acceptance Trials are to be conducted to demonstrate the satisfactory operation of the vessels, all systems and equipment;

1. Operational (Seakeeping) Trials
2. Endurance Trials
3. Speed Trials

The Operational (Seakeeping) Trials is to measure crash stopping distance, turning radius and time, to test the maneuvering, steering and backing, capabilities of the vessel to the satisfaction of LR and the owner.

The Endurance Trials of minimum 6 hours would be required. The vessel is to be operated at 100% power for 5 hours, 90% power for 30 minutes and idle/stop 30min.

The Speed Trials is to be conducted in smooth water conditions. Speeds will be measured by GPS in opposing directions, at approximately 6 different RPM points. The results are to be entered into the vessels parts manual as appropriate.

Delivery

All associated cost of delivery to Bermuda should be included in the shipyard's proposal. The owner (Bermuda Government) must be in agreement with vessel delivery transit to Bermuda. The shipyard is to propose:

1. Both own bottom (voyage)
2. Heavy Lift ship delivery

Warranty and support

The warranty and support to be negotiated and agreed upon in the contract specifications.

B. MATERIAL DISCLOSURES

Two (2) 500 passenger catamaran fast ferries

Catamaran ferries are to be constructed with high-grade Aluminum to Lloyds Classification with owner approved marine grade fittings, hardware and materials.

Sea trials

Upon completion of yard trials, the following trials are to be conducted to demonstrate the satisfactory the operation of the vessel, all systems and equipment;

- Acceptance Trials
- Operational Trial
- Endurance Trial
- Speed Trial

Delivery

All associated cost of delivery to Bermuda should be included in the shipyard's proposal. The owner (Bermuda Government) must be in agreement of vessel delivery transit to Bermuda. The shipyard is to propose both own bottom and lift ship delivery.

Warranty and support

The warranty and support to be negotiated and agreed upon in the contract specifications.

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. Other Mandatory Submission Requirements

Technical Data on the Proposed Ferry Vessels (2)

The Proponent shall submit complete technical data of the product being offered. Proponent may also indicate comments or information on each item identified in the Deliverables. The Government reserves the right to obtain technical data and to request clarification when deemed necessary. Failure on the part of the Proponent to provide all requested documentation may be cause for rejection of the bid as non-responsive.

Proponent Proposal Requirements

Proposal Submission Requirements and outline

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed thirty (30) pages in length (excluding letter of transmittal, title page(s), and index/table of contents, attachments or dividers). Information in excess of those allowed will not be evaluated/scored.

One page shall be interpreted as one side of single lined, typed, 8 1/2" X 11", piece of paper.

1. Proponent Covering Letter

Proponent Covering Letter in the format attached signed by the person(s) authorized to sign on behalf of and bind the company to all of the terms and conditions of the RFP and statements made in the proposal submission.

Introduction of the firm and summary of its qualifications.

Name(s) of authorized principals with authority to negotiate and contractually bind the firm.

Acceptance of or exceptions to the Agreement included as Annex A. This confirmation must include an explicit acknowledgement that proponent will meet all insurance requirements in the Agreement.

An express acknowledgement of the receipt of a complete set of RFP documents and all Addenda issued for this RFP, if any.

indication of whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. Disclose any such conflicts on a separate document included with the proposal.

2. Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of a contact person, and date.

3. Table of Contents

Clearly identify the materials by section and page number.

4 Executive summary (Limited to two (2) pages).

Proponent must provide a Technical Proposal that consists of an Executive summary and the following four elements:

- Qualifications and Experience Technical Approach,
- Vessel Design
- Schedule for the completion of all vessels including the option vessel.
- Vessel Metrics

4.1 Briefly state an overview of your firm and the firm's understanding of the requirement. State its approach to the project with a timeline and deliverables.

4.2 Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

4.3 The letter must be signed by a corporate officer or other individuals who have the authority to bind the firm.

5 Management and Experience

5.1 Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the required services.

5.2 Provide at least three (3) examples of projects completed that are similar in size and nature.

5.3 Primary Account Representatives

Please provide detailed information on the qualifications and experience of the Primary Account Representatives as it relates to the required services.

5.4. Management and Qualifications

Demonstrate that your organization understands ferry vessel requirements and your commitment and flexibility in working with the Government to promote innovation and cost-effectiveness.

6 Available Resources

Provide information on resources available to your firm which indicates that you have access to the services necessary to perform the work.

7 Contractor Location

Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the Contract.

8. Project Methodology and Approach

Provide detailed information on the firm's methodology in meeting the deliverable/requirements identified in Appendix D. Describe the overall approach to include any special considerations which may be unique to Government and Bermuda's environment.

9. Ferry Vessel and Equipment

The Technical proposal must include:

(a) Basic description of the proposed vessels, and confirmation that they will meet all the functional requirements included in the technical specification and;

(b) Provide technical information demonstrating that the proposed Vessels meet all technical requirements. While a full, detailed drawing and specification package is not required as part of the RFP response, the response should include enough technical content to allow the Government to evaluate the suitability of the proposed design; and

The Proposal should describe the unique features (if any) of the proposed ferry vessels (including any enhancements endorsement or equipment beyond the Government's Basic requirements) and how they meet and support the Government's Maritime Affairs and Blue Economy objectives.

Method Statement and Timetable for all Deliverables

The proponent must provide a detailed method statement with the applicable timetable for all deliverables. Proposed timelines (schedule) to be provided in a Gantt chart or equivalent chart.

Non- Collusion Certificate

Each Proposal must include a signed copy of the Certificate of Confirmation of Non-Collusion form.

Work Plan

Work Plan

The proposal shall include the proponent's proposed approach to the development and implementation of a scope of works, broken out by tasks which demonstrate the proponent's knowledge and understanding of the project and the constraints and challenges associated with performing the tasks outlined in the scope of works.

Commissioning Plan - outlines of the commissioning plan

Testing Plan

Vessel Delivery - intent for vessel delivery

Training plans for crew - out line of training plan

Commitment to safety - company safety policy statement

Total Schedule - Project Schedule

Describe the plan for construction, commissioning, testing, and delivery of the vessel, including details of where the activities will take place and who (proponent or sub-contractor) will be responsible for the conduct of each activity.

References

Each proponent is requested to provide references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last three (3) years.

See Annex D - Project References

Construction, commissioning, testing, delivery

Describe the plan for construction, commissioning, testing, and delivery of the vessel, including details of where the activities will take place and who (proponent or sub-contractor) will be responsible for the conduct of each activity.

D. MANDATORY TECHNICAL REQUIREMENTS

Technical Specifications

The proposal must provide Technical Specifications for General Arrangement Plan, Dimensions, Tank Capacities, Performance, Propulsion Systems, Auxiliary Equipment, Deck Layout, Accommodations, Navigation and Communications systems.

Main Propulsion:

To be Cat 3512C or MTU 4000 series engines with an electrical starting system. We currently have both engines in our fleet. We want to keep our options open when choosing the best engine for the project. With engine manufacturer TBO's to be provided.

The Main Engine and Generator should meet tier 2 or 3 requirements - please indicate the options available with their pricing. Our current yearly running hours are approximately 2500 hrs.

The Main Engines and Generators to be clear of any overhead engine room entry or escape points.

Removal of ME for repairs/overhaul should be designed to be removed with a crane in one lift. The generator removal is to be designed in such a way that the main engine does not need to be removed from the Vessel to remove the generator.

An oil change-out system is to be installed for the main engine and generators this system should be piped in to allow discharge on deck.

Engines to be fitted with exhaust gas silencing system consisting of stainless-steel silencers with appropriately sized piping and expansion joints. The silencers will need to be designed from marine-grade materials. A stainless-steel spray ring is to be fitted to each exhaust system after the silencer to mix seawater cooling water from the engine with the exhaust gas. This system should be built with easy maintenance in mind.

Engine room ventilation to be forced supplied and naturally exhausted, solenoids to operate fire flaps Delta T round dampers or similar.

Ships service:

It should be provided by a Caterpillar or Northern Lights Generator- please indicate the options available with their pricing. (Caterpillar C4.4 would be our preference)

Each generator to be fitted with the following operational equipment, in addition to the standard features:

- 24v battery stat, alternator, and DC regulator
- Aluminum base
- Wet exhaust elbow
- Wet muffler lift type
- Class-approved fuel lines
- Pre-alarm switches for high water temperatures/low oil pressure/low salt water flow.

Two generators are to operate on a split bus system, allowing either generator to supply power. Each generator is to be capable of maintaining full sea load services. Generator AC voltage 120/208v DC voltage 27.5/24v

Fuel, Water, and Sewage:

The Fuel water and sewage capacity should be for 1 ½ days of operation.

Refueling is to be at the bow with fill and vent lines located in a single retention box. A graduated fuel meter for each tank will be located at the fill station not exposed to the elements.

The FW tanks are to be Lloyds-approved polyethylene or similar material. Fill and vent connections are to be located on the bow. The FW tank gauge is to be fitted in the wheelhouse. FW is to be used for all systems

The Black and grey water tanks are to be Lloyds-approved polyethylene or similar material. This system should be able to discharge on deck and also overboard. Standard connection for pump out to shore or truck suction hose. All black and grey water drains go directly to the holding tank. All sanitation service systems must be built with adequate "P" traps.

Toilets to be headhunter toilets commercial marine low flush using only fresh water. The toilet flush water pump is to be a headhunter stingray or similar.

Weather doors:

Exterior doors into the passenger cabins should be of sturdy hinged construction freeman doors or equal. Forward and aft passenger loading doors will have clear opening widths of 0.90m or greater to meet Lloyds and ADA requirements.

HVAC Equipment:

The main deck saloon, passenger and crew spaces, and the pilothouse, are to be provided with air conditioning split air cooled system with ease of maintenance in mind.

Cathodic Protection & Monitoring:

A passive cathodic protection system should be fitted to protect the hull, machinery, piping systems, and any other components from corrosion. A monitoring system should be used and include reference cells and indicator panels to monitor the level of protection being afforded by the anodes.

System Voltage:

AC voltage- 120/208v, 3 phase, 4 wire 60Hz with neutral ground to hull

DC voltage- 27.5/24v, 2 wires insulated from earth.

Shore Power:

A single Hubbell (or similar) shore power receptacle is to be connected on the foredeck to supply the vessel with the required power 60Hz 240V/3-phase power or as required. Isolation step-down transformer to be fitted for shore current as required. Specific dock services shall be capable of being run off of shore power.

Lighting Exterior:

They should be LED marine-grade fixtures.

Interior lighting:

Passenger areas are to be fitted with LED flush-mounted light fixtures.

Hull compartments fitted with LED fixtures.

Engine room lighting should be LED with adequate lighting to make the space bright.

Receptacles:

Inside and outside AC receptacles shall be fitter for service and cleaning. Receptacles rated at (20amp), 120VAC, single phase will be provided in machinery spaces. Receptacles rated (15amp) will be provided in the crew and service spaces, as well as the pilothouse. Watertight receptacles with ground fault interruption will be provided for weather deck areas and the engine room. Receptacles through the vessel will be located so that power to any location within the space can be provided utilizing a 20ft extension cord.

Motors:

Motors will meet all applicable Lloyd's criteria. AC motors (3/4 HP) and larger to be 208 VAC, 3 phase, if needed for the application. AC motors (1/2 HP) and smaller maybe 208 or 120 VAC. All motors will be suitable for full voltage starting and have a 1.15 service factor, and will at least meet NEMA standards for the design. Motors to be of the sealed ball bearing type.

General:

Windows are to be framed-type windows and not direct bonded.

Dry docking plan to show how the vessel will fit on our existing cradle

The proposal should include a 3-tier optional spare parts package.

All the exposed surface of all exterior decks are to be profiled to a non-skid surface.

See Annex E - Cradle Drawings and Ferry Berth Drawings

Lloyds Classification

The proposal must include the following Classification requirements.

The Vessel will be built to meet:

- 100A1 SSC Passenger, Catamaran, HSC, G2, Bermuda Coastal Service
- USCG 46 CFR, Subchapter K, SFP requirements where allowed as/or equivalent to Lloyd's and Bermuda Flag requirements.
- Intact stability requirements per USCG, 46 CFR, as applicable to sub-chapter K vessels.
- One compartment subdivision for damage stability for 500 persons plus 6 crew.

Where appropriate the boat will also meet:

- Bermuda Register of shipping
- MARPOL

- International COLREHS 1972

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.

Financial Checks

Prior to awarding a contract to the selected bidder(s), the contracting department will perform financial checks with an accredited financial institution to confirm whether the bidder is in good financial standing or delinquent in making payments to confirm whether the bidder is a proper legal entity that is in good standing.

Proof of Insurance

- 1) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 2) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 3) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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	30	N/A
2	Quality of Work and Craftmanship, Experience and Vessel Design	30	N/A
3	Social, Economic, Environmental	30	N/A
4	Warranty and Post Build support	10	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Quality of Work and Craftmanship, Experience and Vessel Design

Proposals will be evaluated based on the following criteria:

Provide a description of the proponent

Qualifications and Experience

- Technical approach, qualifications and experience
- Vessel Design/Drawings - Concept, Preliminary, Detailed, Final and As-Built
- Operational characteristics
- Equipment list
- Delivery schedule

Schedule

- Project plan and approach

Performance

- Timeliness of deliverables
- Capacity
- Understanding of and ability to meet Government's and classification society requirements

Professional Results

Demonstrated reputation for excellence in price, performance, and quality
Validation of independent references by clients of completed recent projects

3. Social, Economic, Environmental

Bermudians to receive training by the Proponent (such as welding, electrical, piping, vessel familiarization and maneuvering, etc.);

Environmental considerations and policy (proponent to provide a copy)

See Annex F - Local Benefits - Two 500 Pax Ferries

4. Warranty and Post Build support

Provide description of Technical Assistance

Service and parts manuals to be provided in contract

Terms & Conditions of Warranties to be outlined in detail

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 _____