



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

**Request for Proposals
For
Swing Bridge Replacement - The Engineer**

Request for Proposals No.: **44-28-75-04-P**

Issued: **Wednesday April 15, 2026**

Submission Deadline: **Wednesday July 08, 2026 03:00:00 PM Bermuda Local Time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	3
1.1 Invitation to Proponents	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables.....	4
1.4 RFP Timetable.....	4
1.5 Submission of Proposals	5
PART 2 – EVALUATION, NEGOTIATION AND AWARD.....	7
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
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS.....	9
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
APPENDIX A - FORM OF AGREEMENT	16
APPENDIX B – SUBMISSION FORM	17
APPENDIX C – PRICING	21
APPENDIX D – RFP PARTICULARS.....	23
A. THE DELIVERABLES	23
B. MATERIAL DISCLOSURES.....	27
C. MANDATORY SUBMISSION REQUIREMENTS	27
D. MANDATORY TECHNICAL REQUIREMENTS.....	29
E. PRE-CONDITIONS OF AWARD	29
F. RATED CRITERIA	30
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	35
 ANNEX A - SAMPLE AGREEMENT	
 ANNEX B – PRICING FORM	
 ANNEX C - SUBMISSION CHECKLIST	
 ANNEX D - PROJECT REFERENCES FORM - THE ENGINEER	
 ANNEX E - LOCAL BENEFITS FORM	
 ANNEX F – REFERENCE DOCUMENTS	

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 **Swing Bridge Replacement - The Engineer** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda is seeking a suitably qualified and experienced engineering firm to act as The Engineer to deliver the Swing Bridge Replacement Project in St. George’s Parish, Bermuda. The new bridge will be a seven-span viaduct, comprised of steel box girders, supported by reinforced concrete abutments and piers, formed on reinforced concrete pile caps seated on tubular piles. The viaduct includes a 30.1m lift span actuated with large hydraulic cylinders.

The Engineer’s team must have relevant experience in design and construction of movable bridges and be competent in the field of work to be undertaken. Experience in projects where M&E subconsultants were involved, such as dam spillway gates is relevant as well. The team should demonstrate that it has qualifications commensurate with the complexity of the project. The Engineer shall appoint a representative who must remain on-site throughout the construction of the new bridge.

This request for proposals is for the role of The Engineer, to administer the project using the 1999 FIDIC Conditions of Contract for PLANT and Design-Build (yellow book).

The Engineer will be engaged using the 2017 Client/Consultant Model Services Agreement (White book).

1.2 RFP Contact and Registration of Interest

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

Mr. Austin Kenny at email 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 requested to register their interest with the RFP contact by emailing their company name and contact information to

publicworkstenders@gov.bm

Attention to: Mr. Austin Kenny, Principal Structural Engineer

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 5 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 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	Wednesday April 15, 2026
Registration Opening Date	Wednesday April 15, 2026
Release of Works Information Package to Registered Proponents	Thursday April 16, 2026 03:00:00 PM
Pre-Bid Conference Call	Wednesday April 29, 2026 11:00 AM
Registration Closing Date	Wednesday May 27, 2026 03:00:00 PM
Deadline for Questions	Wednesday June 03, 2026
Deadline for Issuing Addenda	Wednesday June 24, 2026
Submission Deadline	Wednesday July 08, 2026 03:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Wednesday July 29, 2026 03:00:00 PM
Contract Negotiation Period	28 calendar days
Anticipated Execution of Agreement	Wednesday October 07, 2026 03:00:00 PM

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.

Registered Interested Parties will receive confirmation of their registration prior to the release of the Works Information Package. The Works Information Package will be shared simultaneously with legitimate registered proponents. **Any legitimate interested parties registering after the release of the Works Information Package will receive such Package as soon as possible after registering.** MPWE will make the best efforts to provide access within two business days of the request.

1.4.2 Pre-Bid Conference Call

The Government will conduct a non-mandatory pre-bid conference call on April 29, 2026 at 11am Bermuda Local Time to answer any questions potential bidders may have. Details of the call To Be Announced to registered Proponents. Attendance is strongly recommended.

The proponent or their official representative must register their presence with the procuring entity representative at the start of the meeting stating the name of the company they represent and their email address.

The purpose of the meeting will be to clarify scope, potential issues, and to answer questions on matters that may be raised. The presentation will not be a complete representation of the project and is for information only.

Any modification of the RFP documents that may become necessary as a result of the meeting will be made through an addendum.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

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

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

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

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 one (1) signed electronic copy (e-copy) of their proposal in MS 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 prominently marked with the RFP title and number (see RFP cover) and “Do not be opened until Wednesday July 08, 2026, 3:00PM. The full legal name and return address of the proponent should be noted on the submittal as well.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment 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):

- (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.

The conditions of contract will be the **Client/Consultant Model Services Agreement, General Conditions, Fifth Edition, 2017**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), and amended by the Particular Conditions of Contract. The General Conditions are protected by Copyright Law, and may be purchased by each participant to the project.

See Annex A - Sample 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 it's 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 25 percent 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 for qualified bids which have met the minimum threshold score for Quality of the proposal: Experience, Capability, References, Method and Programme Criteria.

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

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

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

Where “bidder’s price” will be the total sum provided in the Fixed Price Schedule.

For example, If the Lowest qualified 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 25 points are available the lowest bid receives 25 points, and Bid B receives 12.5 points. Bids exceeding the low bid price by 100% or more receive 0 price points.

The timing of the services must mirror the Swing Bridge Replacement Works Programme. For the purposes of price comparison between bidders, the following has been assumed:

- Construction of the new bridge estimated to take 36 months or 156 weeks
- the representative will work on the project remotely during 3 weeks prior to commencement date
- the representative and his team will work on the project remotely during the first 12 weeks of the Works Contract
- the Engineer's representative will be on site for 147 weeks, after the first 12 weeks
- the representative and his team will work on the project remotely during 92 weeks of the defects period (after completing the period of required on-site presence)

- The Engineer's representative will have an on-site presence during 12 additional weeks (last 9 weeks of bridge defects period plus 3 additional weeks after). The period of 9 weeks has been chosen to match a period in which the contractor is expected to demonstrate consecutive successful bridge operations with no faults or warnings.
- Thereafter, The Engineer will continue to remain engaged (remotely) until issuing of the Final Payment Certificate. This additional engagement can be assumed to be 13 weeks.

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

The proponent shall submit a Pricing Form with their proposal comprising two parts, a lump sum and a Unit Rate Schedule. Unit prices submitted may be used as a basis for valuation of variations.

See Annex B – Pricing Form

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The Government of Bermuda is seeking a suitably qualified and experienced engineering firm to act as **The Engineer** to deliver the Swing Bridge Replacement Project in St. George's Parish, Bermuda. The scope of the replacement project includes building a new seven-span viaduct with a lifting span, realignment of existing roundabout, demolition of the existing Swing Bridge after new bridge's completion; training for bridge operators and maintenance personnel; and bridge maintenance for a period of two years. The new bridge's design team is formed by Ramboll UK, Eadon Consulting and Knight Architects.

Bridge Description

The new bridge is a seven-span viaduct that links St. David's with St. George's, crossing the channel between Ferry Reach and Stocks Harbour with a main navigation channel width of 22m. The overall length of the bridge between abutment bearings is 152.8m. The bridge comprises a two-lane carriageway with two 3.5m traffic lanes and two footways with a width of 1.2m on both the East and West side of the bridge. The new bridge will be constructed besides the existing Swing Bridge.

The lift span comprises a main steel box girder with a curved soffit that incorporates a grillage of transverse steel diaphragms, longitudinal webs, and an external steel plate shell. The upper face of this box supports the running surface of the carriageway and comprises an orthotropic steel deck with trough stiffeners spanning between transverse diaphragms. The lift span is actuated with large hydraulic cylinders and accompanying equipment, controlled from a dedicated control room located on the north abutment of the existing Swing Bridge (Swing Bridge Cottage). The span does not have a counterweight.

The approach spans comprise a main steel box girder with a curved soffit and a composite concrete deck supporting the carriageway. The box girder incorporates a grillage of transverse steel diaphragms, longitudinal webs, and longitudinal plate stiffeners.

All spans are supported by reinforced concrete abutments and piers formed on reinforced concrete pile caps seated on tubular piles.

The Engineer Services

The Engineer will be appointed to administer the Works contract and oversee construction. The Engineer must provide the services described under the 1999 FIDIC Yellow book (Plant and Design-Build Contract) as amended by the Particular Conditions of Contract. The Engineer shall also carry out duties assigned to him in the Project Specifications (Employer's Requirements for the Works Contract).

During Construction of the new bridge, demolition of the old bridge and new bridge 2-year maintenance period; the engineer's team may perform some of their duties remotely with visits organized on as-needed basis. However, The Engineer's representative must have an on-site presence during the periods identified in the agreement.

The Engineer's Representative shall have an on-site presence:

- from Works Contractor mobilization date; shall be on-site during test pile installation.
- thereafter throughout the New Bridge Works Section execution, until 21 days after issuing of Taking Over Certificate for that Section of the Works Contract;
- during the last 9 weeks of the defects period;
- during 21 days after the expiry date of the defects Notification Period. This period might be extended as a variation, as it is desired that the Representative is present until the issuing of the Performance Security Certificate.

The scope of services is summarized below:

Pre-Construction Phase Services

During Pre-construction the Engineer's team may perform their duties remotely. The Engineer's team duties during this period include but are not limited to:

- participate in Procore Software Training
- communications and coordination with Works Contractor
- seek support from the Design Team for any aspects of a technical nature that have a direct influence on the design to ensure the integrity of the design is maintained such as:
 - clarification of ambiguities or discrepancies found in contract documents;
 - review of contractor's arrangements and methods proposed for the execution of the works.
 - reviewing risk assessments, inspection and testing plans, subcontractor and supplier approvals
 - auditing of any aspect of the Contractor's Quality Assurance system;
 - verification of contractor's compliance with the contract documents, approved drawings, and specifications;
 - examination, inspection, measurement and testing of materials and workmanship; addressing any discrepancies immediately, coordinating with Contractor and Client.
 - advising on variations, changes and any value engineering proposals.
- The documents specified as being required to be submitted for review and/or approval in the Employer Requirements for the Works shall be subject to review and approval by the Design Team prior to approval by The Engineer.
- organize, record and distribute the business of site meetings and progress management meetings
- nominate sub-contractors named in the Contractor's Proposal prior to signature of "works Contract" in agreement with the Overseeing Organisation and in coordination with the selected contractor. The Contractor may have included a list of potential sub-contractors with his Proposal to satisfy Overseeing Organisation Local Benefits requirements. Changes to listed team members will need to be substantiated and justified.
- provide timely consent to Contractor's Representative, proposed designers, and other subcontractors.
- act as an intermediary between contractor, bridge designer and Client, in case of deviations from specifications. Approval from the designer's and Client will be required in case of such deviations.
- timely notification of commencement date to contractor in agreement with Client.

Construction Phase Services

The Engineer's team duties during construction include but are not limited to:

- seek support from the Design Team for any aspects of a technical nature that have a direct influence on the design to ensure the integrity of the design is maintained such as:
 - clarification of ambiguities or discrepancies found in contract documents;
 - review of contractor's arrangements and methods proposed for the execution of the works.
 - reviewing risk assessments, inspection and testing plans, subcontractor and supplier approvals
 - auditing of any aspect of the Contractor's Quality Assurance system;
 - verification of contractor's compliance with the contract documents, approved drawings, and specifications;
 - examination, inspection, measurement and testing of materials and workmanship;
 - advising on variations, changes and any value engineering proposals.
- The documents specified as being required to be submitted for review and/or approval in the Employer Requirements for the Works shall be subject to review and approval by the Design Team prior to approval by The Engineer.
- organize, record and distribute the business of site meetings and progress management meetings
- provide timely consent to proposed designers, and other subcontractors.
- act as an intermediary between contractor, bridge designer and Client, in case of deviations from specifications. Approval from the designer's and Client will be required in case of such deviations.
- filing of contractor's documents
- review contractor's daily log
- keeping detailed records of project related activities
- endorse Contractor's test certificates
- coordinating with contractor and client to immediately address any discrepancies found as a result of examination, inspection, measurement and testing of materials and workmanship;
- on-site supervision of the works including:
 - witnessing on site pile test installation
 - witnessing critical stages of the fabrication process
 - witnessing PLC software demonstration
 - witnessing of functional tests
 - witnessing tests on completion
 - witnessing and approval of tests and trial operation during the last month of the defects period
- request for proposals of variations to the contractor;
- issuance of instructions which may be necessary for the execution of the works and the remedying of any defects in accordance with the contract;
- issuance of instructions for the use of Provisional Sums;
- issuance of instructions to suspend progress of part or all of the Works
- fair and impartial determinations in accordance with the contract;
- review Contractor's documents.
- verification of contractor statements

- approval, disapproval or request for further information of a Contractor's claim. The Engineer's response must be a comprehensive document which sets out the findings clearly and includes the same criteria as a claim:
 - examination of the cause
 - examination of the effect and linkage to the cause
 - examination of the final effect on the time for completion with explanations.
 - calculations of additional payments with explanations
 - examination of the contractual entitlement
 - substantiation of all of the above
- issuance of Payment Certificates
- preparation of punch lists prior to completion of each works section
- issuance of Taking Over-Certificates
- review of maintenance visit reports
- communications between parties including but not limited to adjacent highways authorities, transport authorities, marina and port authorities, emergency services, and statutory service providers.
- Communications and coordination with the Client including but not limited to:
 - sending copies of relevant documents, such as the Programme, progress reports, variations reports, value engineering proposals, notifications of suspension of work, accident reports, as-built documents, Operation and Maintenance Manual, Taking-Over Certificates, Performance Certificate, and other documentation required by the project Specifications, to the client.
 - notification to client of a substantiated and justified request for change of a listed Team Member for the execution of the works.
 - notification of at least 14 working days prior to completion of a manufacture, fabrication milestone to allow client and design team members to witness any critical stage of the fabrication process
 - notification and agreement on dates for carrying out tests on new bridge completion. The Client, The Design Team representative, The Contractor and the Engineer's representative must be present at the site for these tests.
 - Notification of commencement or roundabout realignment works
 - notification of commencement of old bridge demolition works
 - notification of dates of issuing Taking-Over-Certificates

Completion

The Engineer's team duties prior to completion of the replacement project include but are not limited to:

- organise, record and distribute the business of site meetings and progress management meetings.
- notification and agreement on dates for carrying out tests at the end of the defects period. The Client, The Contractor and the Engineer's representative must be present at the site for these tests.
- Witnessing of bridge and equipment inspections at the end of the maintenance period
- Verification of Contractor's draft final statement
- issuance of Final Payment Certificate
- notification of dates and issuance of the Performance Certificate
- communication between parties

Following completion, both parties shall act in good faith to resolve any outstanding queries and clarifications in a timely manner.

B. MATERIAL DISCLOSURES

Longbird Bridge not in the scope

Replacements for Swing Bridge and Longbird Bridge were designed simultaneously, however only Swing Bridge Replacement is included in the scope of this Request for Proposals. Some documents, such as the Civil Specifications and Architectural Specifications, were prepared to apply for both bridges; where this occurs, it should be interpreted as applying to Swing Bridge Replacement only. We encourage questions from the Proponents when in doubt of the applicability of any portion of the documents.

Immigration

Every proposed foreign worker in Bermuda will need a work permit. Please refer to: <https://www.gov.bm/department/immigration> for Bermuda's Work Permit Policy and other applicable information. Please note that a request for a waiver of advertisement may be possible for certain portions of this project and can be further discussed with the selected proponent.

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 and Certificate of Incumbency

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

5. Joint Venture Submission Requirements

In addition to the requirement of Section 1.3, Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- The proposal, and in the case of a successful proponent, the Form of Agreement, shall be signed to be legally binding on all partners.
- 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.
- 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.
- All partners of the joint venture shall be liable jointly, and severally, for the execution of the Contract in accordance with the Contract terms. A relevant statement to this effect shall be included in the authorization mentioned under point 2 above, as well as in the Submission Form and the Form of Agreement (in the case of a successful Proponent).
- A copy of the joint venture agreement shall be submitted with the proposal.

6. Organisation, Project Team, Key Personnel, Qualifications and Experience

The Proposal shall provide an organisational chart including the planned project team and key personnel, and identifying as a minimum The Engineer's site representative.

7. Method Statement and Programme of Works

The Proponent is required to provide a detailed Method Statement and a Programme of Works for the deliverables. The Method Statement and Programme are required to enable the Procuring Entity to judge a Proponent's understanding and approach to the project; their ability to complete the works using the methods and resources proposed; and assumptions for pricing.

The Method Statement shall be provided in narrative form, and include:

- type and availability of resources to be utilised;
- involvement of key personnel; procedure and criteria for the selection of subconsultants;
- liaison procedures with the client, contractor, highway authorities, transport authorities, marine and port authorities, emergency services, and other project stakeholders.
- Statement of commitment to Consultant-Client collaboration with the objective to foster cooperation, mutual trust, better management, communication of early warning of problems, fair pricing of variations, and intention to resolve any dispute through amicable settlement. To start the process, proponents are encouraged to notify the Government of any errors or areas of doubt they identify in the RFP documentation.

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

The Programme, related to milestones in the "works" shall be provided in the form of a bar chart, and include resources and known constraints.

8. Submission Checklist

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

See Annex C - Submission Checklist

D. MANDATORY TECHNICAL REQUIREMENTS

Team and Key Personnel Experience

The proponent's team must be constituted by consultants, and subconsultants as needed to complete the Scope of Work. The proponent must identify specialist personnel or subconsultants available to support the Representative in areas such as contract administration, FIDIC construction contracts, procurement, marine logistics, construction methods, inspection, quality assurance, operating systems integration, commissioning and handover. Particular emphasis should be placed on recent success in construction administration.

Key staff, proposed for day-to-day services, must have a minimum 20 years' professional experience, and include experience in construction of movable bridge projects. The Representative on-site, must have a minimum of 10 years professional experience, and must demonstrate experience in a similar role administering at least two completed infrastructure projects of similar complexity (within the last 7 years). Experience in the management of design-build contracts and FIDIC contracts is desired.

At least one proposed team member should hold FIDIC certified Contract Manager status or equivalent formal training in FIDIC contract administration.

Depth of Experienced Staff

The proponent must Provide a staffing plan that demonstrates adequate depth of qualified personnel to ensure uninterrupted service delivery during absences. The Proponent should include named alternates for key roles, including the Site Representative as a minimum, and a description of internal knowledge transfer protocols.

Project Management and Document control

The Ministry of Public Works and Environment uses PROCORE, a construction project management and document control software, to manage this project. The Selected Consultant will be expected to manage the project using the Ministry's PROCORE account. The Ministry will provide PROCORE training for key personnel from the Selected Consultant as needed.

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

Prior to awarding a contract to the selected proponent(s), the contracting department may perform financial checks using risk analytics tools, any publicly available reports and filings, reference checks or other documents available to the Government.

Financial checks for local Companies include checking 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 whether the proponent is a proper legal entity that is in good standing.

2. Bank Reference Letter

A signed copy of Company bank account reference letter shall be submitted.

3. Proof of Insurance

Professional indemnity insurance will be required which shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than Two Million United States Dollars (US\$2,000,000). The Contractor shall maintain the professional Indemnity insurance in full force and effect from the commencement date until 5 years after date of Taking Over Certificate for the New Bridge Works Section for the Swing Bridge Replacement Works.

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 certificates shall contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) calendar days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

A contract will not be awarded to a proponent until their existing or proposed insurances have been verified. Insurance Certificates should be effected and policies provided by no later than 14 days prior to Commencement Date.

4. Confirmation of Proponents Team Members

The highest ranked Proponent shall provide an updated organisational chart identifying the project team and key personnel during the contract negotiation process and prior to award.

If for any reason a Proponent requires that a change be made after the Proposal Submission Deadline, the Proponent will deliver a written request with sufficient information and documentation, including justification of the change, suitability, knowledge, skills, resources, experience, qualifications and abilities of the individuals or entities involved in the proposed change to demonstrate that the proposed change, if permitted, would result in the Proponent, the Proponent Team Members (including subconsultants), considered as a whole and considered separately, meeting or exceeding, in the sole opinion of the Ministry of Public Works and Environment (MPWE), the suitability, qualifications, experience, and abilities of the Proponent, and the Proponent Team Members considered as a whole as in their submitted Proposal.

F. RATED CRITERIA

The Proponents submittal will be evaluated based on three general criteria: Price; Quality (Experience, Capability, References, Method and Programme); and Local Benefits.

The Proposal must include comprehensive information to be assessed and scored on the Rated Criteria. Government may use publicly available information for due diligence checks.

Proponents may be invited to present online oral presentations for the purpose of introducing key members of the project team and allowing the Government to fully understand the prospective Proponent's ability to meet the evaluation criteria and deliverables. Oral presentations will not be scored separately. Instead, the Government may modify scores and resulting rankings based on the oral presentation of those prospective proponents.

The following sets out the categories, weightings, and descriptions of the rated criteria for this procurement process. The proposals that do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. Percent calculations will be made to one decimal point.

Summary of Rated Criteria

#	Category	Weighting (%)	Threshold
1	Pricing	25	
2	Quality	45	30/45
3	Local Benefit	30	
Total Points		100	

Detailed Rated Criteria

	Rated Criteria Category	Individual Weighting	Category Weighting
1	Pricing		25
2	Quality: Experience, Capability, References, Method and Schedule		45
2.01	Does the Proponent offer evidence of experience with projects of a similar size, type and complexity as anticipated for the project?	6	
2.02	Does the proposed Engineer's <u>on-site representative</u> have evidence of sufficient experience in a similar role, with projects of a similar size, type and complexity as anticipated for the project? Does he have necessary skills?	5	
2.03	Does the proponent and subconsultants, offer evidence of proposed <u>key personnel's</u> experience with projects of similar technical level in a similar role? (especially personnel with knowledge of project management, quality assurance, M&E, fabrication, erection, and site safety)	4	
2.04	Are sufficient people with requisite skills assigned to the project? Do they have the organizational capacity to ensure sufficient staffing to perform the works?	2	

	Rated Criteria Category	Individual Weighting	Category Weighting
2.05	Does the bidder offer <u>Client References</u> for relevant projects? Were the bidder's referees positive about their experience of working with the Lead Contractor and would they use the proponent again?	8	
2.06	Does the proponent <u>Method Statement</u> show clear understanding of the project scope?	4	
2.07	Does the proponent Method Statement clearly demonstrate the ability to meet the objectives and results desired for the project?	4	
2.08	Does the Proponent present a comprehensive procedure and criteria for the selection, and management of subconsultants?	2	
2.09	Proposals for liaison procedures with the Client, the Contractor, adjacent highway authorities, transport authorities, marine and port authorities, emergency services, and other project stakeholders.	2	
2.10	Does the Proponent show evidence of commitment to Consultant-Client collaboration?	2	
2.11	Has the Proponent presented a comprehensive and achievable <u>Programme</u> to be able to mirror the Works Contract?	6	
3	Local Benefits: Social, Economic and Environmental		30
3.01	Percentage of Bermudians employed in <u>project team</u> ?	2	
3.02	Number of Bermudians employed by the Proponent	2	
3.03	Is the Proponent a "Specified Business"?	2	
3.04	Will the Proponent use "Specified Businesses" as subconsultants?	4	
3.05	Will the Proponent use "Specified Businesses" in their supply chain?	4	
3.06	Does the Proponent offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?	4	
3.07	Is the Proponent willing to provide internship or secondment opportunities for Bermudians in this project?	6	
3.08	Does the Proponent present a comprehensive Health and Safety Policy?	2	

	Rated Criteria Category	Individual Weighting	Category Weighting
3.09	Does the Proponent present a comprehensive Environmental Policy?	2	
3.10	Does the Proponent present a comprehensive Sustainable Goods and Services Policy?	2	
	Total Points		100

1. Pricing

Evaluation of Pricing is described in Appendix C - Pricing

2. Quality

To aid in responding the questions in Rated Criteria, the Proponent is requested to submit:

1. a brief description of the proponent;
2. the "Project References Form";
3. identification of Site representative and names and qualifications, knowledge, skills experience, roles and responsibilities relative to the Deliverables of personnel of the proposed team to be assigned to the contract;
4. CV or resume for key Employees (signed and dated not earlier than 3 months prior to submission); and
5. a minimum of three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last seven (7) years.
6. Method (Mandatory Requirement)
7. Programme

Please note that all resumes will be managed in accordance with Bermuda’s Personal Information Protection Act, PIPA.

See Annex D - Project References Form - The Engineer

3. Local Benefit

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

- o Number of Bermudians employed by the proponent;
- o Engagement of Bermudian employees (%) during the project;
- o If the proponent is a specified business;
- o Use of specified business as subconsultants (if applicable);
- o Use of specified businesses in the proponent’s supply chain;
- o Does the proponent offer evidence of providing mentoring, apprenticeships or training opportunities for Bermudians? or is the proponent willing to offer them?

- Is the proponent willing to offer internship or secondment opportunities for Bermudians in this project?
- Does the proponent offer evidence of having a detailed training plan in case of a secondment opportunity for a Bermudian?
- Safety and health policy
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations policy (each proponent to provide a copy)
- Sustainable goods and/or services policy

See Annex E - Local Benefits Form

G. REFERENCE DOCUMENTS

General arrangement drawings, geotechnical information summary, table of contents for the project specifications, site photos and renderings are included as reference documents. The imagery should be used for context purposes only.

See Annex F, Annex G, Annex H, and Annex I.

H. WORKS INFORMATION PACKAGE

The following documents will be shared simultaneously with legitimate registered proponents:

- Procuring Entity Requirements for the Works Documents:
 - Planning Requirements
 - Bridge Drawings
 - Bar Bending Schedules
 - Specifications
 - HMI Screens
 - Independent check
 - Outline Construction Environmental Management Plan, OCEMP (indicating outline design intent)
 - Outline Operations & Maintenance Manual (indicating outline design intent)
 - Roundabout Realignment Requirements
- Site Information
 - Surveys
 - Ground Investigation Report (contains Borehole locations and logs)
 - Geotechnical Design Report
 - Environmental Impact Statement
 - Additional reports containing background information
- Existing Structures Reference Information
 - Reference drawings of existing Swing Bridge and drawings of repairs. There might be some small differences between the as-built structure and what is represented on the drawings.
 - Recent Report on Swing Bridge Condition

- Swing Bridge Cottage (Operator's Hut) Renovation Reference Drawings. There might be some small differences between the as-built structure and what is represented on the drawings. The renovation works have not yet started.
- Legal Information
 - Contractor's Sample Agreement
 - The Engineer's Sample Agreement
 - Bermuda Arbitration Act 1986
 - Bermuda International Conciliation and Arbitration Act 1993
 - Project Customs Duty Exemptions and Procedures Memo. This memo contains quick reference guidance regarding end-relief duty exemptions that may be useful in the bridge replacement project.
- Supplementary information
 - M&E Approval in Principle Document. This document is provided for information only with the purpose of giving guidance on design loading and standards that were adopted in the development of the detailed design. Parts of the document were superseded during detail design. The design Specifications and Drawings become the ultimate source for final details.
 - Designer's Risk Assessment
 - Initial Failure Mode and Effects Analysis (FMEA)
 - Fire Certificate

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 _____