



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

**Request for Proposals
For
Installation of Two Overhead Refuse Cranes and Associated Equipment**

Request for Proposals No.: **2023-003-TB**

Issued: **Thursday September 14, 2023**

Submission Deadline: **Wednesday November 1, 2023 3:00:00 PM Bermuda Local Time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	4
1.1 Invitation to Proponents	4
1.2 RFP Contact.....	4
1.3 Type of Contract for Deliverables.....	4
1.4 RFP Timetable	5
1.5 Submission of Proposals.....	6
PART 2 – EVALUATION, NEGOTIATION AND AWARD	8
2.1 Stages of Evaluation and Negotiation	8
2.2 Stage I – Mandatory Submission Requirements.....	8
2.3 Stage II – Evaluation	8
2.4 Stage III – Pricing.....	8
2.5 Stage IV – Ranking and Contract Negotiations.....	8
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	10
3.1 General Information and Instructions	10
3.2 Communication after Issuance of RFP	11
3.3 Notification and Debriefing	12
3.4 Conflict of Interest and Prohibited Conduct.....	12
3.5 Confidential Information	14
3.6 Procurement Process Non-Binding.....	15
3.7 Governing Law and Interpretation.....	16
APPENDIX A - FORM OF AGREEMENT	17
APPENDIX B – SUBMISSION FORM.....	18
APPENDIX C – PRICING	22
APPENDIX D – RFP PARTICULARS	24
A. THE DELIVERABLES.....	24
B. MATERIAL DISCLOSURES	24
C. MANDATORY SUBMISSION REQUIREMENTS	24
D. MANDATORY TECHNICAL REQUIREMENTS.....	27
E. PRE-CONDITIONS OF AWARD	27
F. RATED CRITERIA	28
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	30

ANNEX A - FORM OF AGREEMENT

ANNEX B - PRICING FORM

ANNEX C - SCOPE OF WORK

ANNEX D – OWNER SUPPLIED EQUIPMENT LIST

ANNEX E – PROPONENT SUPPLIED EQUIPMENT LIST

ANNEX F - LOCAL BENEFITS

ANNEX G – PROJECT PERSONNEL QUALIFICATIONS

ANNEX H – KONECRANES TECHNICAL OFFER 322288 R2 AND GA

ANNEX I – MORRIS CRANE DRAWINGS 1992

ANNEX J – DRAWINGS

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 **Installation of Two Overhead Refuse Cranes and Associated Equipment** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda’s Tynes Bay Waste-to-Energy Facility would like to enter into an agreement with a suitably qualified Contractor to install two (2) overhead refuse cranes in the Tynes Bay Waste-to-Energy facility.

The Government have purchased two (2) new 6000 kg overhead refuse cranes with 17.5-meter spans and all the associated equipment and control systems to replace two (2) similar overhead refuse cranes located above the refuse bin near the Tipping Hall and originally installed in 1992.

The Proponent shall facilitate the safe removal of two (2) existing 17.5m x 6,000 kg overhead refuse cranes as well as all of their associated equipment and the complete installation of two (2) new 17.5m x 6,000 kg overhead refuse cranes, one (1) 4,000kg grab maintenance hoist and all their associated equipment.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:
Mr. Nasir Wade at email nrwade@gov.bm

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

Prior to the Submission Deadline noted in the RFP timetable below, proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to

Mr. Nasir Wade at email nrwade@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 from the commencement date to the end of the warranty period or a period of N/A, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to N/A. An Agreement is subject to change until fully executed.

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

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Thursday September 14, 2023
Pre-Bid / Site Meeting	Wednesday October 4, 2023 10:00 AM
Deadline for Questions	Wednesday October 25, 2023
Deadline for Issuing Addenda	Friday October 27, 2023
Submission Deadline	Wednesday November 1, 2023 3:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Wednesday November 15, 2023
Contract Negotiation Period	40 business days
Anticipated Execution of Agreement	Wednesday February 7, 2024

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

A mandatory site tour will be held on:

- October 4, 2023, at 10:00 AM ADST
- In the Tynes Bay Waste-to-Energy Facilities Conference Room, 31 Palmetto Road, Devonshire DV05, Bermuda

The above location will be the initial meeting point then the tour will move as follows:

- Control Room
- MCC room
- Tipping Hall
- Refuse Bin area
- 6 m level
- any other area as requested.

The site visit will be conducted in order to give Proponents the opportunity to become familiar with conditions that may affect the proposed work. All proponents or their official representative(s) attending the site meetings are responsible for their own cost and it is required that they to attend each area of the site, so they are fully acquainted with existing conditions and limitations.

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

The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised. Proponents are responsible to have a copy of the RFP documents and for making their own notations during the site visit(s). Any modification of the RFP documents that may become necessary as a result of the site visit(s) will be made thru an addendum.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Tender Box
Ministry of Public Works,
3rd Floor, General Post Office Building,
56 Church Street,
Hamilton, HM12, Bermuda.
Attention: Mr. Nasir Wade

E-mail and facsimile submissions are not accepted. However, copies of your proposal may be sent in MS Word or Adobe PDF format via a USB drive or CD with your hard copy submittal.

Please make each package with Attention: Mr. Nasir Wade

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 and one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If 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 Wednesday November 1, 2023 3:00:00 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 - Form of 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 35 points of the total score.

Pricing will be scored based 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 in accordance with 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. Companies not domiciled in Bermuda must provide a Dun and Bradstreet Credit Rating or Bank Letter to confirm their financial status.

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 with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council and the Tax Commissioner, 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 Form

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Installation of the new overhead refuse cranes and all the associated crane equipment

The attached Scope of Work defines the deliverables for this proposal.

See Annex C - Scope of Work

Items Supplied by the Owner via Konecranes

The attached Owner Supplied Equipment List defines the items supplied by the Owner and installed by the Proponent.

See Annex D - Owner Supplied Equipment List

Items to be Supplied by the Proponent

The attached Proponent Supplied Equipment List defines the items to be supplied and installed by the Proponent to complete the installation of the cranes and their associated equipment. This list only includes items that would not be obvious as items that facilitate the installation. The Proponent must supply these items and all other items to complete the installation works.

See Annex E - Proponent Supplied Equipment List

B. MATERIAL DISCLOSURES

The Contractor is expected to complete all the work while the existing Facility remains in operation. A very detailed and comprehensive construction plan will be required and agreed with the Owner prior to work beginning on site.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. 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

5.1 Safety and Health

Provide details on your Company Health and Safety Programs including any proposed training to be provided for Government Operators.

5.2 Bank Reference Letter

Provide a Bank Reference Letter to confirm your current credit status.

5.3 References

Each Proponent is requested to provide three (3) 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.

5.4 Proposal Submission Requirements

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 twenty-five (25) pages in length (excluding letter of transmittal, resumes, 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. Title Page

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

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal (Limited to two (2) pages).

3.1 Briefly state an overview of your firm and the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified. State your approach to the project with a timeline and deliverables.

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

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

4. Experience

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

4.2 Provide at least three (3) examples of projects completed that are similar in size and nature. These projects must have been completed by current members of your staff. Include a point of contact, telephone number, and a brief description of the services provided.

5. Primary Account Representative's

Provide detailed information on the qualifications and experience of the Primary Account Representatives as it relates to the required services. Provide details of each representative's background, education, experience and an average number of accounts of the representative are to be assigned to the account.

6. Key Project Staff

Identify key project staff expected to provide services on behalf of the firm. Resumes should be included for each of the individuals referenced. The Government prefers the project will be completed in its entirety by your in house team and subcontractors will not be used.

7. Available Resources

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

8. 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. (Contractors residing and delivering primary services within Bermuda will be eligible for local Benefit points).

9. Project Methodology and Approach

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

10. Mobilization, Construction Schedules and Management plan

The proponent shall provide information and/or schedule showing the order in which the proponent intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract including but not limited to:

a) mobilisation of the Contractor's Plant and Equipment.

- b) execution of each key construction activity including anticipated construction rates and estimated timing for commencement and completion.
- c) details relating to the sources of the key materials, estimated transportation distances for the materials;
- d) other information as the proponent deems relevant or appropriate.

D. MANDATORY TECHNICAL REQUIREMENTS

1. Engineering Design Experience

Provide detailed information on the proposed Engineering Service providers being proposed to work on this project. Include items such as the CV for the Engineering Lead and a Company profile which shall detail their experience including descriptions of the actual design work performed for heavy civil projects in similar industrial facilities. Also include information and details on previous work with installing overhead cranes, overhead cranes in general, crane rails, crane control systems, and crane testing. Provide details on previous temporary works design in similar industrial facilities. Residential and/or commercial design experience will not be considered satisfactory for this project.

2. Construction Management Plan

Provide a Construction Management Plan demonstrating your understanding of the type of work to be completed for this project as well as how the work will be performed while working in an operating Waste to Energy facility. Demonstrate that you are aware and will consider items such as consultation with Plant Operations, coordination with Plant Operations, traffic control and safe working areas, safe working practices, working hours, summary works to be completed, project schedule, demolition details, installation details, dust control and air quality. Although the final construction management details for the work forms part of the deliverables, you must provide enough detail that we can confirm that you understand the project and can successfully complete the project.

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.

2. Proof of Insurance

The successful Proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days

written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required

F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	35	N/A
2	Experience, Qualifications and Means and Methods	35	25
3	Local Benefits	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience, Qualifications and Means and Methods

Each Proponent should provide the following in its proposal:

1. a very detailed description of the Proponent's business, including any sub-contractors or suppliers, especially Bermuda based companies;
2. a very detailed description of its knowledge, skills, and experience relevant to the Deliverables that will clearly demonstrate their ability to successfully complete the Works,
3. the proposed means and methods to remove and install the cranes and the equipment while keeping the plant running normally.

When each proposal is being evaluated, the Evaluation team will be looking for clearly demonstrated answers to these questions so points can be assigned to each portion of the evaluation:

- Are sufficient people, with the requisite skills, assigned to the project? Provide information on the people and their skills relevant to the Works.
- Has the proponent clearly provided detailed descriptions of the deliverables, including their means and methods for this project so they show complete understanding of the Government's needs?
- Does the proponent clearly demonstrate their ability to meet the Government's requirements by providing details in their proposal that show it can meet the requirements?
- Does the proponent have the support capability required to meet the needs of this project? Describe your support system and how you will use it on this project.
- Has the proponent provided information on their Project leaders to demonstrate that they are fully qualified to facilitate, and coordinate project planning and execution?
- Has the proponent provided information on to show how the proponent performed well on previous Government Projects or on projects of similar complexity and value? The Proponents should not assume that previous work does not need to be detailed because they may feel that the Evaluation team is familiar with their work. If it is not submitted it cannot be evaluated.

- Has the proponent provided information to confirm that they will be able to complete the work within the required timeframe?
- Has the proponent provided information to clearly show that they have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the proponent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the Proponent again?
- Has the proponent included their Safety and Health Policy and training programs with the bid and is it appropriate for this project?
- Has the proponent included their Sustainable Goods and Services Policy with the bid and is it appropriate for this project?
- Has the proponent included their Environmental Policy with the bid and is it appropriate for this project?

3. Local Benefits

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

- Number of Bermudians employed by the proponent;
- Is the proponent a specified business?;
- Engagement of Bermudian employees (%) during the project;
- Use of specified businesses in the proponent's supply chain;
- Use of specified business as subcontractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations and policy (each proponent to provide a copy)

See Annex F - Local Benefits

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 _____